

ORDINANCE NO. 2433-25

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AMENDED AND RESTATED AGREEMENT WITH THE COUNTY OF LAKE FOR RETAIL SANITARY SEWER SERVICE

WHEREAS the Village Board reviewed and approved an Amended and Restated Agreement with the County of Lake for Retail Sanitary Sewer Service ("Agreement") on November 25, 2024; and,

WHEREAS, subsequent to said approval but prior to the execution of the Agreement an update to the exhibits to be attached to the Agreement was made by Lake County and is now attached to the approved agreement; and,

WHEREAS, the Village wishes to approve the Agreement with the updated exhibits as set forth on Exhibit A attached hereto,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that:

- 1) The foregoing recitals are hereby adopted into this paragraph as if fully set forth.
- 2) That the Village hereby approves the Agreement (attached hereto as Exhibit A) and the Village Mayor and Village Clerk be, and the same, are hereby authorized and directed, to execute the Agreement as attached hereto as Exhibit "A".
- 3) This Ordinance supersedes any prior action related to the Agreement.

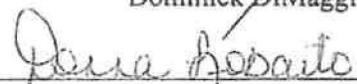
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on January 27, 2025.

AYES: Kaiser, McCarty, Pyschke, Heuser, Roman

NAYS: 0

ABSENT AND NOT VOTING: Bauer

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: January 27, 2025

APPROVED: January 27, 2025



Lake County Illinois

Text File

File Number: 25-0388

Agenda Date:

Version: 1

Status: Passed

In Control: Public Works and Transportation Committee

File Type: resolution

Agenda Number: 27

Title

Joint resolution authorizing the execution of an Amended and Restated Agreement for Retail Sanitary Sewer Service between Lake County and the Village of Hawthorn Woods.

Staff Summary

- The County and the Village previously entered into an Intergovernmental Agreement (IGA) for Sewer Service, dated July 10, 1990. There were two amendments to this agreement, July 13, 1998, and dated April 11, 2017.
- The Village desires to amend and restate the agreement to continue to receive the retail sanitary sewer service.
- The County's extension of retail sanitary sewer service will ensure continued sanitary sewer collection, transportation, and treatment to the areas of the Village to be served under this agreement.
- The Village of Hawthorn Woods approved the IGA on January 27, 2025.
- This resolution authorizes the execution of the Amended and Restated Agreement between the County and the Village of Hawthorn Woods.
- In accordance with County Board Rules, the State's Attorney's Office has reviewed this Intergovernmental Agreement prior to action by the County Board.

Body

RESOLUTION

WHEREAS, the County of Lake (County) owns and operates a system of interceptor, sanitary sewers, and wastewater treatment facilities to transport and treat sewage in portions of the Southeast Lake Facilities Planning Area and Southeast Central Lake Facilities Planning Area; and

WHEREAS, the Village of Hawthorn Woods (Village) has requested the County to continue to provide retail sanitary sewer service within the Village to areas that would be served by the County's Southeast and Southeast Central Sewerage System; and

WHEREAS, the County can accommodate the Village's request and therefore the parties desire to enter into an Amended and Restated Agreement for Retail Sanitary Sewer Service; and

WHEREAS, the appropriate Amended and Restated Agreement to authorize the

transport and treatment of sewage by the County's Southeast Sewerage System and Southeast Central Sewerage System has been ratified by the Village of Hawthorn Woods; and

WHEREAS, the execution of this Amended and Restated Intergovernmental Agreement must be authorized by Resolution of this County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County are hereby authorized and directed to execute the attached Amended and Restated Agreement for Retail Sanitary Sewer Service, in the form substantially herein.

DATED at Waukegan, Illinois, on April 8, 2025.

**AMENDED AND RESTATED AGREEMENT FOR RETAIL SANITARY SEWER SERVICE TO
THE VILLAGE OF HAWTHORN WOODS**

Entered Into By and Between

The County of Lake

and

The Village of Hawthorn Woods

As of

April 8, 2025

**AMENDED AND RESTATED AGREEMENT FOR RETAIL
SANITARY SEWER SERVICE TO THE VILLAGE OF HAWTHORN WOODS**

THIS AGREEMENT is made and executed as of this 8th day of April, 2025, and is made and entered into by and between the COUNTY OF LAKE, an Illinois unit of local government, hereinafter referred to as the "County," and the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation, hereinafter referred to as the "Village."

RECITALS

1. The public health, welfare, and safety of the residents of the County and the Village require the development of coordinated and adequate systems for the collection and treatment of sewage so as to eliminate pollution of lakes and streams.

2. Pursuant to "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties," as amended, and other applicable statutory authority, the County has established a Department of Public Works for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area and the Southeast Central Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such services and the related facilities.

3. Pursuant to such plans and programs, the County owns and operates a system of interceptor sanitary sewers and wastewater treatment facilities to transport and treat sewage in limited portions of the Southeast Lake Facilities Planning Area and Southeast Central Lake Facilities Planning Area.

4. The County and the Village have entered into, and are currently operating under, an "Agreement for Sewer Service" dated July 10, 1990, as amended by the "First Amendment to Agreement for Sewer Service" dated July 13, 1998 and the "Second Amendment to Agreement for Sewer Service" dated April 11, 2017 (collectively, "**Prior Sewage Agreement**"), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County's Southeast Sewerage System.

5. The Village has requested the County to expand its retail sanitary sewer service within the Village to an area that would be served by the County's Southeast Central Sewerage System.

6. The County's extension of retail sanitary sewer service will ensure continued cost-effective and environmentally sound sanitary sewage collection, transport and treatment to the areas of the Village to be served under this Agreement.

7. In connection with the extension of the County's retail sanitary sewer service to certain areas of the Village, the County and the Village desire to enter this restated and amended agreement for sewage disposal, which would supersede the Prior Sewage Agreement.

8. This Agreement is independent of any agreements between the Village and the County for wholesale sewerage services and any agreements that the Village may have with other

sanitary sewerage service providers.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the County and the Village do hereby agree as follows:

ARTICLE I

RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 Biochemical Oxygen Demand (B.O.D.).

The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20°C.

2.2 Collection.

The receipt of Sewage directly from the service connection of an individual Customer and the delivery of such Sewage to the County Southeast Interceptors, County Southeast Central Interceptors, or to any other provider of Transport or Treatment services (including Transport or Treatment services provided by the County via a different County sewerage system).

2.3 Connection Charges.

The charges from time-to-time imposed by the County on Customers connected or connecting to the County Southeast Sewerage System or the County Southeast Central Sewerage System (or any other County sewerage system, as the case may be) as a condition of such connections. Such charges may include supplemental charges (a) when the actual volume, strength, and composition of sewage of a Customer exceeds what was reflected in an application for connection to the County System, or (b) upon any new, modified, expanded, or changed use of the site of any Customer (other than a Customer whose use is a detached single-family residence).

2.4 County Sewer Ordinances.

An ordinance entitled "An Ordinance Regulating the Use of Public and Private Sewer and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer Systems of the County of Lake in the State of Illinois," enacted by the County on and dated February 9, 1988, together with all such amendments thereto as have been or may be enacted from time-to-time, and any and all other ordinances adopted by the County relating in any way to the County System or to the Collection, Transport, Pretreatment, or Treatment of Sewage in the County, including, but not limited to the

fats, oils, and grease regulations established by County Ordinance No. 19-1313, as may be amended from time-to-time. The County Sewer Ordinances are currently codified in the Lake County, Illinois Code of Ordinances.

2.5 County Southeast Central Interceptors.

The system of Sanitary Sewer interceptors, and related facilities, together with such extensions of, and additions to, such system of interceptors and facilities, all as are or may be owned and operated by the County, located in or near the Village, that are tributary to any County Southeast Central Plant and receive Sewage from any portion of the Hawthorn Woods Retail Sewage Collection Facilities and other Collection facilities tributary to the County Southeast Central Plant.

2.6 County Southeast Central Plant.

The treatment plant commonly known as the New Century Town Water Reclamation Facility, as well as any other treatment plant, that is owned and/or operated by the County in the Southeast Central Regional Area, together with any associated facilities and additions to or extensions of such plant or of such facilities.

2.7 County Southeast Central Sewerage System.

The County Interceptors, County Southeast Central Plant, and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Collecting, Transporting and Treating Sewage within the Southeast Central Regional Area or otherwise tributary to the County Southeast Central Plant. In addition, upon the County's acceptance of ownership of any portion of the Hawthorn Woods Retail Sewage Collection Facilities tributary to the County Southeast Central Sewerage System, such facilities, or such portion of them as are assumed by the County, shall become part of the County Southeast Central Sewerage System.

2.8 County Southeast Interceptors.

The system of Sanitary Sewer interceptors, and related facilities, together with such extensions of, and additions to, such system of interceptors and facilities, all as are or may be owned and operated by the County, located in or near the Village, that are tributary to the County Southeast Plant and receive Sewage from any portion of the Hawthorn Woods Retail Sewage Collection Facilities and other Collection facilities tributary to the County Southeast Plant.

2.9 County Southeast Plant.

The treatment plant, commonly known as the Des Plaines River Water Reclamation Facility, as well as any other treatment plant, that is owned and/or operated by the County, together with any associated facilities and additions to or extensions of such plant or of such facilities.

2.10 County Southeast Sewerage System.

The County Interceptors, County Southeast Plant, and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Collecting, Transporting and Treating Sewage within the Southeast Regional Area or otherwise

tributary to the County Southeast Plant. In addition, upon the County's acceptance of ownership of any portion of the Hawthorn Woods Retail Sewage Collection Facilities that are tributary to the County Southeast Sewerage System, such facilities, or such portion of them as are assumed by the County, shall become part of the County Southeast Sewerage System.

2.11 County System.

The County Southeast Central Sewerage System and the County Southeast Sewerage System, as well as any other sewerage system owned or operated by the County from which the County may elect to provide sanitary sewer service to Customers in the Hawthorn Woods Retail Service Area.

2.12 Customer.

Any Customer (SE) or Customer (SEC).

2.13 Customer (SE).

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Hawthorn Woods Retail Service Area that discharges Sewage, either directly or indirectly, into the County Southeast Sewerage System.

2.14 Customer (SEC).

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Hawthorn Woods Retail Service Area that discharges Sewage, either directly or indirectly, into the County Southeast Central Sewerage System.

2.15 Effective Date.

The date on which this Agreement shall become effective pursuant to Subsection 10.8.A of this Agreement.

2.16 Force Majeure.

Strikes; lock-outs; acts of God; inability to obtain labor or materials; changes in applicable law; orders of the United States, State of Illinois, or other civil or military authority; enemy action; civil commotion; fire; unavoidable casualty; or other similar events or circumstances.

2.17 Hawthorn Woods Retail Service Area.

Such portions of the area outlined and shaded on Exhibit A attached hereto as are, from time-to-time, located within:

- (a) the Village limits, and
- (b) either:
 - (i) the Southeast Regional Area, or
 - (ii) the Southeast Central Regional Area,

which consist of all of the Hawthorn Woods Retail Service Subareas.

2.18 Hawthorn Woods Retail Service Subarea.

Each of the North and South Subareas that collectively comprise the Hawthorn Woods Retail Service Area as are depicted on Exhibit A, attached hereto.

2.19 Hawthorn Woods Retail Sewage Collection Facilities.

All Sanitary Sewers, lift stations, connection facilities, and related facilities (as well as associated land, easements, and rights-of-way), whether located within or outside of the Hawthorn Woods Retail Service Area, necessary to Collect Sewage from individual Customers located within the Hawthorn Woods Retail Service Area and to deliver such Sewage, directly or indirectly, to the County Southeast Interceptors or the County Southeast Central Interceptor (as the case may be) in accordance with the County Sewer Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices. The Hawthorn Woods Retail Sewage Collection Facilities include all facilities (both existing and future facilities that may be constructed or installed pursuant to Sections 3.1 and 3.2 of this Agreement).of any subsystem serving any of the Hawthorn Woods Retail Service Subareas. The Hawthorn Woods Retail Sewage Collection Facilities shall be included within the definition of County Southeast Central Sewerage System or County Southeast Sewerage System (as the case may be) in accordance with Article III of this Agreement.

2.20 Hawthorn Woods Retail Sewage Collection Facilities Cost.

The entire actual cost of designing, constructing, installing, and placing in operation any Hawthorn Woods Retail Sewage Collection Facilities or a portion of such Facilities necessary or convenient to serve a particular property for which Sanitary Sewer Service is being sought.

2.21 Industrial Waste.

Liquid and water-carried waste discharged by any non-residential Customer.

2.22 Infiltration.

Water other than wastewater that enters a sewerage system from the ground through such means as defective pipes, pipe joints, connections, or manholes.

2.23 Inflow.

Water other than wastewater that enters a sewerage system from sources such as roof leaders, drains, manhole covers, cross connections between storm and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage.

2.24 Meter.

Any device used to measure flow.

2.25 Population Equivalent (P.E.).

The calculated population that would normally produce 100 gallons of Sanitary

Sewage per day containing 0.17 pounds of B.O.D. and 0.20 pounds of total Suspended Solids. The P.E. for a discharger of Industrial Waste shall be based on the highest of the flow, B.O.D., and total Suspended Solids.

2.26 **Pretreated Sewage.**

Sanitary Sewage or Industrial Waste that has been subjected to Pretreatment.

2.27 **Pretreatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character of Sanitary Sewage or Industrial Waste so as to meet the pretreatment standards promulgated under Section 307(b) and 307(c) of the Federal Clean Water Act, or any amendment thereto, as well as any pretreatment standards heretofore or hereafter established in the County Sewer Ordinances.

2.28 **Properly Shredded Garbage.**

Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

2.29 **Sanitary Sewage.**

Liquid and water-carried waste and Properly Shredded Garbage discharged from the plumbing fixtures of dwellings and other buildings, but not including Industrial Waste.

2.30 **Sanitary Sewer.**

Any sewer that carries Sewage.

2.31 **Sanitary Sewer Service.**

The Collection, Transport, Pretreatment, and Treatment of Sewage, or any combination of one or more of such activities.

2.32 **Sewage.**

Sanitary Sewage, Industrial Waste, and Pretreated Sewage, together with such Infiltration Water as may be permitted under the County Sewer Ordinances.

2.33 **Sewer User Fee.**

The standard rate charged by the County within a regional sewer system for Collection, Transport, and Treatment of Sewage of a specified volume, strength, and composition.

2.34 **Southeast Central Regional Area.**

The Southeast Central Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time.

2.35 **Southeast Regional Area.**

The Southeast Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time.

2.36 **Subsystem.**

Those portions of the Hawthorn Woods Retail Sewage Collection Facilities that serve a particular Hawthorn Woods Retail Service Subarea.

2.37 **Suspended Solids.**

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids.

2.38 **Transport.**

The conveyance of Sewage from the point or points of discharge of the Hawthorn Woods Retail Sewage Collection Facilities to the County Southeast Central Plant or the County Southeast Plant (as the case may be) or to any other provider of Treatment service.

2.39 **Treatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character or composition of Sanitary Sewage or Industrial Waste not requiring Pretreatment under the standards of the County Sewer Ordinances or the Federal Clean Water Act, or of Pretreated Sewage, so as to meet regulatory requirements.

ARTICLE III

Facilities

3.1 **Hawthorn Woods Retail Sewage Collection Facilities.**

A. **Village Obligations.**

The Village shall adopt, approve, and from time-to-time amend all ordinances, regulations, and agreements and take all other action necessary (the "***Extension Rules***") to require all owners, subdividers, and developers of property within in the Hawthorn Woods Retail Service Area, as a condition of development or subdivision of such property, to effect the design, construction, installation, and dedication to the County of all portions of the Hawthorn Woods Retail Sewage Collection Facilities that are deemed necessary by the County to serve such property in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices (a "***Service Extension***") in accordance with the Service Extension Requirements as hereinafter defined. The Village must require a Service Extension to be completed as a condition to a property owner or developer receiving any subdivision, planned development, or other development approval for such property from the Village if the property is not currently connected to and receiving service from the County but is located within the Hawthorn Woods Retail Service Area and the property wishes to receive Sanitary Sewer Service for such property from the County System. As part of any Service Extension, a property owner or developer must undertake, or cause to be undertaken, at least the following work relating to the Hawthorn Woods Retail Sewage Collection Facilities as the County deems necessary or convenient to serve such property (collectively, the "***Service Extension Requirements***"):

1. Obtain engineering services, from a firm with appropriate experience and

acceptable to the County, for the design, plans and specifications, and construction of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property;

2. Obtain and convey to the County, on such forms as may be acceptable to the County, all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property, including the preparation of appropriate surveys, agreements, and other relevant documents;

3. Negotiate, prepare, and enter into, on such forms as may be acceptable to the County and with firms acceptable to the County, all contracts necessary in connection with the construction and installation of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property;

4. Secure, on behalf of itself, the County, the Village, and all other necessary parties, all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property;

5. Submit to the County, for the County's review and approval, all preliminary and final engineering plans, drawings, and specifications, all contract documents, and all permit applications for all portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property;

6. Convey, or caused to be conveyed, to the County all right, title, and interest in all portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property as and when such facilities, or portions of them, have been completed in accordance with the requirements of this Agreement and have been approved by the County as being in full compliance with this Agreement, all applicable contracts, plans, and specifications, the County Sewer, and all other requirements of law; and

7. Perform all other activities necessary or convenient in connection with the design, construction, installation, and placing into service of all portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property, including associated administrative activities.

8. Reimburse the County for all of the County's costs and expenses associated with a Service Extension or the completion of the Service Extension Requirements.

9. Demonstrate to the County's satisfaction that any such Service Extension shall not require the County to collect or accept Sewage from any Hawthorn Woods Retail Service Subarea in excess of the amounts identified on Exhibit B.

10. Demonstrate to the County's satisfaction that any such Service Extension shall provide for appropriate staging of construction and related activities.

B. County Rights.

The Extension Rules shall provide for and require the orderly expansion of the

County System in accordance with the County Sewer Ordinances, all other requirements of law, and sound engineering practices and shall, when necessary for such purpose, require appropriate oversizing of facilities and may, in connection with such oversizing, provide rights of recapture to the extent permitted by Illinois law. Such Extension Rules shall further provide that the County shall have the following rights with respect to all work required pursuant to this Subsection 3.1.A:

1. The right to review, comment on, and approve all designs, all plans and specifications, all contract documents, and all easements, rights-of-way, licenses and other property rights required to be prepared or supplied pursuant to this Subsection 3.1.A;
2. The right to review, comment on, and approve all permit applications required to be filed pursuant to this Subsection 3.1.A; and
3. The right to conduct such inspections of the work required to be performed pursuant to Subsection 3.1.A as the County may deem necessary or appropriate to protect its interests.
4. The right to refuse to approve any proposal to extend the Hawthorn Woods Retail Sewage Collection Facilities to areas outside a Subarea or in an amount or manner inconsistent with the limitations set forth in Exhibit B.
5. The right to require any developer to submit a letter of credit (or other form of security acceptable to the County) to the County for the amount of 110% of the cost of the construction of the facilities necessary for a Service Extension.

C. **County Obligations.** Subject to the conditions and limitations set forth in Article V and to the other terms and conditions of this Agreement, the County shall have the following obligations with respect to such work:

1. The obligation in a timely manner to approve, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all designs, plans, specifications, contract documents, easements, rights-of-way, licenses, and other transfers of property rights required to be prepared or supplied pursuant to Subsection 3.1.A above;
2. The obligation in a timely manner to execute, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to Subsection 3.1.A above, but only when the signature of the County is required by the permitting agency; and
3. The obligation to accept ownership of the Hawthorn Woods Retail Sewage Collection Facilities, or portions of them, when, but only when, satisfied, in its reasonable discretion, that (a) the Hawthorn Woods Retail Sewage Collection Facilities, or portions of them, have been completed in accordance with the requirements of this Agreement and are in full compliance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, as well as all plans, specifications, and contract documents, and (b) all costs and expenses associated with the Hawthorn Woods Retail Sewage Collection Facilities, or the portion of them to be accepted by the County, have been paid in full.

D. **Village Reporting.** The Village shall notify the County of any building permit application filed by or on behalf of any Customer within 15 days of such filing.

3.2 Payment and Guaranty of Costs.

The Village shall adopt and approve all ordinances, regulations, and agreements, and take all other action necessary, to require the owner, subdivider, or developer of any property in the Hawthorn Woods Retail Service Area, in connection with the development of such property and as a condition to receiving (i) any subdivision, planned development, or other development approval for such property from the Village or (ii) Sanitary Sewer Service for such property from the County System, to pay, or cause to be paid, the full Hawthorn Woods Retail Sewage Collection Facilities Cost for all portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property. As a condition to granting any subdivision, planned development, or other development approval for any property that will connect to the County System within the Hawthorn Woods Retail Service Area, the Village shall require the owner, subdivider, or developer seeking such approval to deposit with the Village or with the County a letter of credit, in a form satisfactory to the County and with a bank approved by the County, in the amount of 110 percent of the aforesaid Hawthorn Woods Retail Sewage Collection Facilities Costs, which letter of credit shall be so conditioned, to the satisfaction of the County, as to ensure completion of those portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary or convenient to serve such property. Nothing in this Section 3.2 shall preclude the County from accepting, in its sole discretion, such other form of security in lieu of a letter of credit.

ARTICLE IV

SANITARY SEWER SERVICE

4.1 County Obligations.

A. Service

The County will provide direct retail Sanitary Sewer Service to Customers currently connected to the Hawthorn Woods Retail Sewage Collection Facilities within the Hawthorn Woods Retail Service Area, subject to and in accordance with the County Sewer Ordinances and the terms of this Agreement. Any Customer not currently connected to and receiving service from the County System must meet the conditions established in this Agreement prior to receiving Sanitary Sewer Service.

B. Operation and Maintenance.

After the Hawthorn Woods Retail Sewage Collection Facilities, or any portion of them, have been conveyed to, accepted, and placed in service by the County pursuant to Article III of this Agreement, the County shall, subject to the conditions precedent and limitations set forth in Article V of this Agreement, and to the other terms and conditions of this Agreement, use its best efforts to operate and maintain the County System in accordance with its customary practices, good engineering practices, and all applicable requirements of law. Use of the County System shall be governed by the County Sewer Ordinances and this Agreement.

4.2 Village Obligations.

Except as provided in Section 4.3 of this Agreement or with the prior written consent of the County, the Village shall not, at any time during the term of this Agreement, (i) offer, authorize, or permit any Sanitary Sewer Service within the Hawthorn Woods Retail Service Area other than such Service as is delivered by the County by and through the County System; (ii) construct, or cause, permit, or consent to the construction of, any Sanitary Sewers or Treatment facilities (other than the County System) within the Hawthorn Woods Retail Service Area; or (iii) deliver, or permit the delivery of, Sewage from the Hawthorn Woods Retail Service Area to any Sanitary Sewer or Treatment facility other than the County System.

4.3 Alternative Sanitary Sewer Services.

- A. **Limited Right to Use Other Facilities.** If, at any time prior to the time the Village is delivering to the County System the maximum flow permitted under Sections 5.3(1), 5.3(2), and 5.3(3) of this Agreement, the County is unable to provide Sanitary Sewer Service necessary for all Sewage from the Hawthorn Woods Retail Service Area in accordance with this Agreement, the Village may, upon proper notice as provided in Subsection B of this Section 4.3, and without the consent of the County, make alternate arrangements for Treatment of such Sewage from the Hawthorn Woods Retail Service Area that the County is unable to provide. For the purpose of this Section 4.3.A:
- a. the County's ability to provide Sanitary Sewer Service shall be without regard to any expansion of the County Southeast Sewerage System or the County Southeast Central Sewerage System, except as the County determines in its sole discretion is necessary or desirable; and
 - b. the County's inability to provide Sanitary Sewer Service shall include:
 - i. a lack of capacity in, constraints upon service capabilities of, or existing commitments to capacity within the County Southeast Sewerage System, County Southeast Central Sewerage System, or any portion thereof needed or useful to provide Sanitary Sewer Service for the Hawthorn Woods Retail Service Area; or
 - ii. conditions that would cause or require the County to expand or modify the County Southeast Sewerage System, County Southeast Central Sewerage System, or any portion thereof, or otherwise expend funds or commit resources in order to provide the requested Sanitary Sewerage Service.; or
 - (iii) a determination by the County that conditions and/or circumstances that make relating to a developer's construction of a sanitary sewer line and/or lift station, or other items deemed necessary, for a proposed development to connect to__within the County Southeast Sewerage System, County Southeast Central Sewerage System, or any portion thereof would be cost prohibitive or economically impractical.

B. **Required Notice.** Any notice required pursuant to Subsection 4.3.A of this Agreement shall be in writing and shall be delivered to the County not less than 90 days before the Village enters into any contract or other arrangement for Treatment of Sewage from the Hawthorn Woods Retail Service Area by any Sanitary Sewer Service provider other than the County. Such notice shall specify the amount of Sewage that the Village intends to deliver to any other Sanitary Sewer Service provider and the basis for the Village's conclusion that the County will not or cannot provide Sanitary Sewer Service for such Sewage. If, within 90 days after such notice is delivered to the County, the County agrees in writing to provide the required Sanitary Sewer Service, the Village shall be required to take such Service from the County pursuant to this Agreement rather than from any other service provider. Otherwise, the Village shall have no obligation to deliver such additional amount of Sewage (as set forth in the notice) to the County System.

C. **Septic Systems.** Notwithstanding any provisions in this Agreement to the contrary, residential septic systems serving only one detached single family dwelling on a lot of at least 40,000 square feet in area and any other septic systems that may from time to time receive written approval from the County and the Village shall not be considered to be Treatment facilities for the purposes of this Section.

4.4 **Other Agreements and Laws.**

Nothing in this Agreement shall be construed or interpreted as a waiver by the County of its rights under any other agreement or law governing the County's right to provide Sanitary Sewer Service within any portion of the County, including the Hawthorn Woods Retail Service Area.

4.5 **Expansion Limitations.**

Notwithstanding anything in this Article IV to the contrary, the Village shall not expand the Hawthorn Woods Retail Service Area without the express written consent of the County; in assessing whether to consent to any such expansion, the County shall apply the standards set forth in its "Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements," a copy of which is attached hereto as Exhibit C (the "***Amendment Criteria***"). The County reserves the right to demand a new and separate service agreement (or an amendment to this Agreement) for any area served by an expansion of a Hawthorn Woods Retail Service Area.

ARTICLE V

CONDITIONS OF, AND LIMITATIONS ON, COUNTY PERFORMANCE

5.1 **Conditions Beyond County's Control.**

The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a Force Majeure.

5.2 **Conditions Precedent to County Performance.**

Notwithstanding any other provision of this Agreement, the right of the Village or any Customer located within the Hawthorn Woods Retail Service Area to receive Sanitary Sewer Service from the County pursuant to this Agreement, and the County's obligation to provide

Sanitary Sewer Service within the Hawthorn Woods Retail Service Area, shall be subject to all of the following conditions precedent having first been satisfied:

1. Receipt by the County, at no expense to the County, of all necessary governmental approvals to operate all of the components of the County System (including the Hawthorn Woods Retail Sewage Collection Facilities) as may be necessary to provide Sanitary Sewer Service to the Hawthorn Woods Retail Service Area, or the portion of such Service Area for which such Services are being sought, pursuant to this Agreement.
2. Receipt by the County, at no expense to the County and by documents reasonably satisfactory to the County, of any and all easements, licenses, and permits, whether across private property, Village property, or other public property, including public streets, that the County determines in its sole discretion are necessary for the construction, installation, operation, maintenance, repair, removal, or replacement of any of the components of the County System (including the Hawthorn Woods Retail Sewage Collection Facilities), or the portions of such System to be placed in service, and any facilities related thereto to be owned or maintained by the County.
3. Construction and dedication to the County, at no expense to the County, of all future portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary to provide the Sanitary Sewer Service being sought, including any Service Extension Requirements required under Subsection 3.1.A of this Agreement.
4. Completion of all work required under Section 5.2(3) above:
 - (a) pursuant to applications, designs, plans, specifications, and contract documents that have been reviewed and approved by the County, which approval shall not be unreasonably delayed or withheld;
 - (b) pursuant to permits issued by the County;
 - (c) in accordance with all applicable laws and regulations, including specifically, but without limitation, the County Sewer Ordinances;
 - (d) subject to inspection by the County to ensure compliance with the requirements of this Section 5.2 and with the other terms and conditions of this Agreement and the County Sewer Ordinances; and
 - (e) in a manner acceptable to the County and in accordance with sound engineering practices.
5. Transfer to the County, at no expense to the County of all future portions of the Hawthorn Woods Retail Sewage Collection Facilities necessary to provide the Sanitary Sewer Service being sought.
6. The ability of the County to provide Sanitary Sewer Services as required by this Agreement without violating any applicable laws or regulations.
7. All other terms and conditions of this Agreement.

5.3 Limitations on County Service.

Notwithstanding any other provision of this Agreement, the right of the Village or any Customer located within the Hawthorn Woods Retail Service Area to receive Sanitary Sewer Service from the County, and the County's obligation to provide Sanitary Sewer Service within the Hawthorn Woods Retail Service Area, shall be subject to the following limitations and conditions:

1. The points of connection between the Hawthorn Woods Retail Sewage Collection Facilities and the County Southeast Central Interceptors and County Southeast Interceptors (or such other facilities of the County System, as the case may be) shall, unless otherwise authorized in writing by the County Public Works Director, be made within the limits of the Hawthorn Woods Retail Service Area, but the precise number, size, and location of such connections shall be determined by the County after consultation with the Village in accordance with sound engineering practices.

2. Notwithstanding anything in this Agreement to the contrary, the County shall not be required to collect or accept Sewage from any parcels within the Hawthorn Woods Retail Service Subareas in excess of the amounts identified on Exhibit B, attached hereto. To the extent system improvements are needed to accommodate Sanitary Sewage in an amount up to the limits identified on Exhibit B, the County has no obligation to finance such improvements and shall make such improvements only to the extent that the Village or Customer special Connection Charges or surcharges fully finance the cost of any improvements.

3. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be on a first come-first serve basis and within the limits of available capacity.

4. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to the County Sewer Ordinances and all other applicable laws, ordinances, rules, and regulations, including any Pretreatment standards.

5. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to all other terms and conditions of this Agreement.

ARTICLE VI

COUNTY CHARGES AND FEES

6.1 Service Conditioned on Payment.

Notwithstanding any other provision of this Agreement, the County shall have no obligation to provide Sanitary Sewer to any Customer located within the Hawthorn Woods Retail Service Area unless all County Connection Charges and Sewer User Fees required by the County for such Services have been paid; except that those Customers lawfully receiving Sanitary Sewer Service through the Hawthorn Woods Retail Sewage Collection Facilities as of the date of this Agreement shall not be required to pay any Connection Charge with respect to the continuation of such Sanitary Sewer Service.

6.2 Sanitary Sewer Connection Charges.

Every Customer located within the Hawthorn Woods Retail Service Area hereafter connecting, either directly or indirectly, to the County System shall pay to the County a Connection Charge at the same rate as the County from time-to-time charges for similar Sanitary Sewer Services provided by the County through the County System. The Village acknowledges and understands that Customers located in different Hawthorn Woods Retail Service Subareas may pay different Connection Charges. The County shall be solely responsible for setting, billing, and collecting all Sanitary Sewer Connection Charges.

6.3 Sewer User Fees.

A. Sewer User Fees. The County shall issue bills for and shall be entitled to payment of, and every Customer located within the Hawthorn Woods Retail Service Area shall pay to the County, Sewer User Fees based upon the actual volume, strength, and composition of Sewage delivered to the County System from such Customer. The County shall be solely responsible for setting, billing, and collecting Sewer User Fees.

B. Level of Fees. Sewer User Fees shall be uniform for all similarly-situated Customers of the County System receiving similar service. The Village acknowledges and understands that Customers located in different Hawthorn Woods Retail Service Subareas may pay different Sewer User Fees. Factors used to determine whether Customers are similarly-situated may include but are not limited to location of Customer within the Hawthorn Woods Retail Service Area, condition of the Hawthorn Woods Retail Sewage Collection Facilities, Subsystem, or portion thereof, used for Sanitary Sewer Service to the Customer, and type or volume of Sewage being discharged by the Customer. In any case, to the extent there are any expenses uniquely and specifically related to a particular Customer or subset of Customers, a fee or surcharge sufficient to cover such expenses may be assessed against such Customer or Customers. Such Sewer User Fees shall at all times be set at levels designed to assure that the County revenues from such Fees will always be sufficient, when considered in light of any other monies legally available for and applied to such purposes, (i) to provide adequate and proper levels of service; (ii) to pay the County's costs of maintenance, replacement, and operation; (iii) to pay the principal of, and premiums and interest upon, bonds secured, in whole or in part, by the revenues of the County Southeast Sewerage System or County Southeast Central Sewerage System, as the case may be; (iv) to provide a reasonable depreciation fund; and (v) to provide such other reserves and sinking funds as may be deemed necessary or desirable by the County for the payment of such bonds and for the replacement, extension, or improvement of the County Southeast Sewerage System or County Southeast Central Sewerage System, as the case may be.

6.4 Metering.

The County shall have the right to establish and enforce requirements for all Customers located within the Hawthorn Woods Retail Service Area for the installation, calibration, inspection, maintenance, repair, and replacement of Meters to measure each Customer's Sewage or water use for billing and other purposes. Nothing in this Section 6.4 shall be deemed to limit the County's ability to estimate any Customer's water consumption for purposes of establishing Sewer User Fees.

6.5 Cooperation with Service Termination.

A. Public Purpose. The Parties acknowledge and agree that: (i) Customers have an obligation to pay the Sewer User Fees for Sanitary Sewer Service; (ii) Customers have an obligation to abide by the terms of Sanitary Sewer Service that the County establishes from time-

to-time; and (iii) the County shall have no duty to continue to provide Sanitary Sewer Service to Customers who fail to pay amounts due with respect to such services, or who otherwise fail to abide by the County's terms of Sanitary Sewer Service (a "**Non-Compliant Customer**"). The Parties further agree that the County shall have the right to terminate Sanitary Sewer Services to Non-Compliant Customers after appropriate notice and opportunity to cure such non-compliance. Because the provision of potable water to a Non-Compliant Customer that does not have the right to receive Sanitary Sewer Services could present significant public health concerns, the Village agrees to cooperate with the County in connection with the termination of water and Sanitary Sewer Service for Non-Compliant Customers as set forth in Section 6.5.B. Nothing in the preceding sentence shall limit the County's right to terminate Sanitary Sewer Service to a Non-Compliant Customer.

B. Termination Procedures. In the event that the Village provides water service to any Customers under this Agreement, or the Village has an agreement with a potable water provider with respect to water service to such Customers, the Village agrees to take all reasonable measures to cooperate with the County in terminating water service to any Non-Compliant Customer, provided that: (a) the County has notified the Non-Compliant Customer in writing (with a copy to the Village) at least three times regarding Customer's failure to make full payment of amounts due or failure to abide by the County's terms of Sanitary Sewer Service; and (b) the County has notified the Village in writing regarding the grounds for termination of such Non-Compliant Customer's Sanitary Sewer Service (a "**Sewer Service Termination Notice**"). The Village's cooperation shall be further subject to: (c) the Village's or water provider's customary water service termination procedures; and (d) the County indemnifying and holding the Village or water provider and its elected and appointed officers, officials, employees, agents, attorneys, and representatives harmless for any claims, liabilities, damages, or judgments arising from any terminated water service occasioned by a Sewer Service Termination Notice.

ARTICLE VII

OWNERSHIP AND MAINTENANCE

7.1 Ownership, Operation, and Maintenance.

The County shall be the sole owner of, and shall have the duty to maintain, the County Southeast Central Plant, the County Southeast Central Interceptors, the County Southeast Plant, the County Southeast Interceptors, and any other portion of the County System used to provide sanitary sewer service to Customers pursuant to this Agreement. After the Hawthorn Woods Retail Sewage Collection Facilities, or any portion of such Facilities, have been conveyed to, and accepted and placed in service by, the County pursuant to Article III of this Agreement, the County shall be the sole owner of, and shall have the duty to operate and maintain, the Hawthorn Woods Retail Sewage Collection Facilities or such portion thereof, as part of, the County System. Nothing in this Agreement shall be construed to give the Village, or any other person or entity, except the County, any ownership or other interest in any part of the County System. Upon collection of any sewage from Customers pursuant to the terms of this Agreement, the County shall be deemed to be the owner of such Sewage.

ARTICLE VIII

FPA AMENDMENTS

8.1 Joint Action.

In order to promote sound public sewer planning and the efficient and economical

use of County and Village facilities being installed and maintained pursuant to this Agreement:

1. The County shall file, and the Village shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the County Southeast Central Sewerage System or the County Southeast Sewerage System; and

2. Neither the Village, unless authorized pursuant to Section 4.3 of this Agreement, nor the County shall file or support any application to amend, and the County and the Village shall undertake joint and cooperative action to oppose and object to any petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois (i) so as to change any of the boundaries of the Southeast Central Regional Area or Southeast Regional Area with respect to any property in the Hawthorn Woods Retail Service Area in any manner that is inconsistent with this Agreement; or (ii) so as to prevent the County from serving the Hawthorn Woods Retail Service Area, as it exists on the Effective Date of this Agreement and as it may be modified pursuant to this Agreement, in the manner provided by this Agreement.

For purposes of this Section, joint action shall include, without limitation, filing written objections, providing staff support, and retaining such attorneys and consultants as the parties mutually agree are necessary with respect to such objections. To the extent then-current laws or policies of the Illinois Environmental Protection Agency ("IEPA") do not require an FPA Amendment, delivery of Sanitary Sewer Service may proceed upon the IEPA's issuance of the appropriate permit and upon the Customer's compliance with all terms of this Agreement.

8.2 Exception.

Upon the express written agreement of the County and the Village, the parties may choose not to oppose or object to a specific petition to amend the boundaries of the Southeast Central Regional Area or Southeast Regional Area without otherwise affecting their general obligation to oppose such petitions.

ARTICLE IX

OTHER CONTRACTS AND SERVICE

9.1 County Rights.

The County shall have the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under this Agreement; provided, however, that nothing in this Agreement shall be construed to require the County to provide Sanitary Sewer Service to any area of the Village other than the Hawthorn Woods Retail Service Area.

9.2 Village Acknowledgements.

The Village acknowledges and agrees that: (i) the County does not act or operate as a public or private utility in its provision of Sanitary Sewer Service; (ii) the County does not act or operate in a business or proprietary capacity in providing Sanitary Sewer Service to the Hawthorn Woods Retail Service Area; (iii) the County does not by this Agreement, or its performance pursuant to this Agreement, hold itself out as offering to, and is under no obligation to, provide

Sanitary Sewer Service to any property other than the Hawthorn Woods Retail Service Area; (iv) the County is under no obligation to provide Sanitary Sewer Service to any property or area other than the Hawthorn Woods Retail Service Area; and (v) the County's sole obligation to provide Sanitary Sewer Service to Customers located within the Hawthorn Woods Retail Service Area is the contractual obligation set forth in this Agreement.

9.3 Other County Service.

Nothing in this Agreement shall be construed or interpreted to prevent or limit the right of the County, or to require the consent of the Village, to provide Sanitary Sewer Service to parties other than the Village on such terms and conditions as the County may, in its sole discretion, determine to be appropriate, including, without limitation, Sanitary Sewer Service utilizing the County Southeast Central Sewerage System or the County Southeast Sewerage System.

9.4 No Third-Party Beneficiaries.

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

ARTICLE X

LEGAL RELATIONSHIPS AND REQUIREMENTS

10.1 Entire Agreement; Supersedence of Prior Sewage Agreements.

There are no representations, covenants, promises, or obligations not contained in this Agreement, or in any Exhibits attached hereto and incorporated herein, that form any part of this Agreement or upon which any of the parties is relying in entering into this Agreement. In addition, this Agreement is intended to supersede and render of no further force or effect the Prior Sewage Agreements (including all amendments thereto).

10.2 Exhibits.

Exhibits A through C attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

10.3 Amendments.

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Village.

10.4 Waivers.

No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

10.5 Interpretation and Severability.

It is the intent of the County and the Village that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, including the exhibits hereto, the provision that best promotes and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition, the Parties acknowledge that each Party had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the County and the Village.

10.6 Regulatory Bodies.

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 10.6 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Agreement. The County reserves the right to adopt ordinances, rules, and regulations governing the design, installation, and use of the County System.

10.7 Successors: Assignment.

This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the County and the Village. The Village shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the County, which consent may be withheld in the sole and unfettered discretion of the County. The County may, upon notice to the Village, assign this Agreement, in whole or in part, or any or all of the County's rights or obligations under this Agreement, without the consent of the Village.

10.8 Effective Date and Term.

A. **Effective Date.** This Agreement shall take effect as of the last date that either of the parties affixes the signatures of its authorized representatives as indicated below.

B. **Term.** This Agreement shall be in full force and effect for a period of 20 years from and after its Effective Date.

10.9 Notices.

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake
18 North County Street
Waukegan, Illinois 60085
Attn: County Administrator

and

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048
Attn: Director of Public Works

For notices and communications to the Village:

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, Illinois 60047
Attention: Chief Operating Officer

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10.10 Execution in Counterparts.

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

10.11 Enforcement.

A. **Remedies.** The parties hereto may in law or in equity enforce or compel the performance of this Agreement, and shall otherwise have all remedies provided by applicable United States of America, State of Illinois, and local laws, ordinances, rules, and regulations, except that neither the Village nor the County shall seek or recover monetary damages against the County or the Village or any of its officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. **Attorney Fees.** Notwithstanding the aforesaid limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

[End of page. Signature page to follow.]

EXHIBIT A

Hawthorn Woods Retail Service Area and Subareas

Exhibit A:
Hawthorn Woods Retail Service Area and Subareas

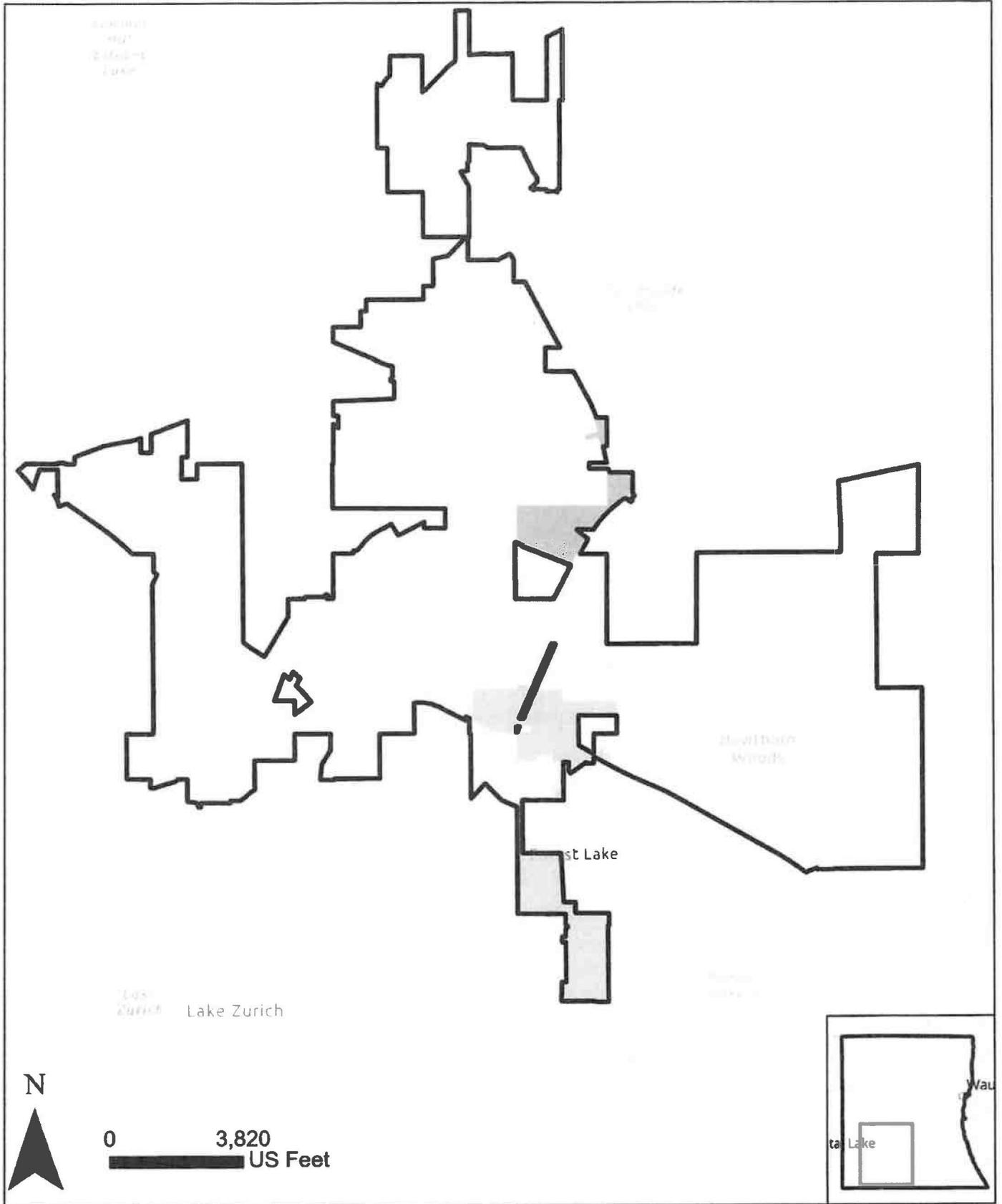


EXHIBIT B

Subsystem Service Limitations

Exhibit B
Subsystem Service Areas

Existing Retail Service Areas

| Parcel | Name | Acres | units/acre | PE/acre | Total PE | Notes |
|--------|------------------------------------|-------|------------|---------|----------|---|
| A | Cherry Hill Plaza including future | 6.5 | | 10 | 65 | Southeast Central Retail Service Area |
| B | Pulte Commercial | 6.7 | | 10 | 67 | Southeast Central Retail Service Area, SW corner of Midlothian & Gilmer |
| C | Hummel Commercial | 6.4 | | 10 | 64 | Southeast Central Retail Service Area, south of Hawthorn Hills Drive |
| D | Summit (Pheasant Ridge) | | | | 220.5 | Southeast Central Retail Service Area, 63 existing homes |
| E | TEF Properties & Wilson | 23 | | | 300 | Commercial |
| F | Public Works / Community Park | | | | 7 | |
| G | Village Hall | | | | 7 | |
| H | Apex | 10 | | 10 | 100 | |
| I | Hawthorn Gardens | 3.7 | | 10 | 37 | |
| J | St Matthews | | | | 17.5 | |
| K | Lakewood Meadows | | | | 210 | Existing homes |
| L | Hawthorn Trails (Cypress Grove) | | | | 315 | Existing homes |
| M | Hawthorn Trails 3 residential | | | | 129.5 | Southeast Retail Service Area, 37 homes |
| N | Hawthorn Trails 3 commercial | 4.4 | | | 144 | Southeast Retail Service Area, commercial |
| O | Gilmer Shell | | | | 2.5 | |
| P | Aqua Water Treatment Plant | | | | 11.25 | |
| Q | Park Place Subdivision | | | | 136.5 | Existing homes |
| R | Heather Highlands residential | | | | 14 | Existing homes |
| S | Hawthorn Woods Business Park | | | | 37 | |
| T | Forest Lake | | | | 31.5 | Existing homes |

Total 1916.25

EXHIBIT C

**Considerations and Principles Relating To
Intergovernmental Agreements For Sewer and Amendments To Existing Agreements**

4889-8934-2848, v. 7

EXHIBIT C

Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements

1. Background:

- a. The County is a regional government.
- b. County decisions often have regional effects that should be evaluated.
- c. In addition, as the primary regional government in Lake County, the County has an interest in encouraging intergovernmental cooperation, where possible.

2. Decision-Making Process:

As a regional government, the County must ultimately exercise its legislative discretion in determining what it believes is best for the County and its residents as a whole. Such discretion often requires the County to balance competing interests, and in doing so, the County's decision-making process involves:

- a. Evaluation: To weigh the potential impact decisions will have on other governmental entities, the County should evaluate the impacts upon affected communities. Decisions should be made by giving due consideration to the direct and indirect effects of such decisions, including the totality of the benefits and impacts of the decision on affected governmental entities.
- b. Framework Plan: Decisions should be made with due consideration to the objectives of the County's Framework Plan.

3. Factors to Be Assessed Relating to Sewer Service Decisions:

The County is not a public utility, but it provides certain public services with the goal of enhancing the well-being of all Lake County residents. This goal is ordinarily achieved through the use of regional publicly owned wastewater treatment facilities. In decisions related to sewer service, the County should evaluate both direct and indirect effects from both a policy and practical perspective. The following factors, which are considerations and not strict requirements, include without limitation:

- | | |
|---|---|
| <ul style="list-style-type: none">• Consistency with the Framework Plan• Consistency with relevant municipal plans• Available and committed capacity of system• Impact on County roads and other services• An applicant's reasons for preferring one solution over another, and reasons for that preference | <ul style="list-style-type: none">• Impact on other affected public bodies• Fiscal and related benefits• Level of support/opposition to proposal• Specific environmental concerns• Alternative proposals put forth by an applicant or governmental entity |
|---|---|
- a. Trying to coordinate the concerns of affected governments is important to achieving the wise investment of public resources. This is increasingly important as

development spreads throughout the County, because the actions of one community are more likely to affect other communities.

- b. To better ensure that decisions are made based on understandable parameters, sewer service agreements and amendments to such agreements should ordinarily be based on specific limitations on the County's obligations to provide such services. Those limitations should be expressed in terms of capacity and, when appropriate, the nature of the development to be served. In addition, amendments to existing sewer service agreements should ordinarily be considered in the context of specific developments to be served.
- c. Although past practices are important, the considerations and effects of sewer decisions are ever-evolving and cannot be made based on static models of precedent.

Approved by PWT Committee Action on December 2, 2015.

4876-8498-1376, v. 7