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**AGENDA**  
**REGULAR MEETING**  
**7:30 P.M. – March 14, 2023**  
**113 Timber Trail, Island Lake, IL**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**
- 4. PRESENTATION & APPROVAL OF MINUTES**
  - a. Regular Meeting Minutes – February 14, 2023
- 5. TREASURER'S REPORT**
- 6. MANAGER'S REPORT**
  - a. Operations Report
  - b. Engineering Report
  - c. Delinquent Accounts Report
- 7. TRUSTEE REPORTS**
- 8. LEGAL BUSINESS**
- 9. OLD BUSINESS**
  - a. Trustee Appointment for the term beginning May 1, 2023 and ending April 30, 2026
- 10. NEW BUSINESS**
  - a. Beech Street Senior Lofts
  - b. Public Hearing: IEPA Preliminary Environmental Impacts Determination for Proposed WW Projects
  - c. Approve Pay Request #10 by Trine for the Holiday Hills Project
  - d. Approve Pay Request #2 and Change Order #1 by Boller for Lakemoor Lift Station Upgrades
  - e. Acceptance of Bids for Phosphorus Removal Chemicals
  - f. Acceptance of Bids for Lawn Maintenance Services
  - g. Acceptance of Bids for Diesel Fuel, Delivered
  - h. Acceptance of Bids for Chlorination and Dechlorination Chemicals
  - i. Acceptance of Bids for Generator Maintenance
  - j. Approve a Commodity Master Agreement with Direct Energy Business for Electricity
  - k. Approve Professional Services Agreement with McGuireWoods Consulting
  - l. Approve Ordinance 23-02, an Ordinance Restating and Amending Ordinance 14-02 Establishing Sewer User Service Charges for Users of NMWRD
  - m. Presentation on the FY 2023-24 Annual Budget Proposal with Final Action scheduled for May
- 11. MISCELLANEOUS CORRESPONDENCE**
- 12. APPROVAL OF BILLS**
- 13. OTHER BUSINESS**
  - a. Executive Session – Pending Litigation, Personnel, if needed

*Posted to [www.nmwrld.org](http://www.nmwrld.org) – March 10, 2023*

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# NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

## REGULAR MEETING MINUTES

February 14, 2023

Present in person: Trustees: Timothy Brunn, Ken Michaels, John Ragland, Caretina Tellez  
District Manager: Mohammed Haque; District Clerk: Elisa Fisher.

President Michaels called the meeting to order at 7:30 p.m.

### 1. CALL TO ORDER:

Roll Call: Timothy Brunn – Present  
John Ragland – Present  
Caretina Tellez - Present  
Ken Michaels – Present

### 2. PLEDGE OF ALLEGIANCE:

Those present stood and pledged allegiance to the flag.

### 3. PUBLIC COMMENTS – none

### 4. PRESENTATION & APPROVAL OF MINUTES:

#### a. Regular Meeting January 10, 2023

Motion by Trustee Brunn to approve the Regular Meeting minutes of January 10, 2023, as presented.  
2nd by Trustee Ragland

4 ayes 0 nays 0 absent

### 5. TREASURER'S REPORT:

#### a. Approval of the Monthly Treasurer's Report for month ending December 31, 2022

Motion by Mr. Ragland to approve the Treasurer's Report for the month ending December 31, 2022, as presented.

2nd by Mr. Brunn

4 ayes 0 nays 0 absent

**MOTION CARRIED**

### 6. MANAGER'S REPORT:

Mr. Ragland asked if the District is paying Greg Bales, who is employed by Tryon Legislative Consulting. Greg Bales was the former Senior Advisor to U.S. Senator Richard Durbin. District Manager Haque stated that Mr. Bales has not given the District a proposal yet. But if he did and it was accepted, he would be paid by the District.

President Michaels asked about the Lakemoor Bonds; District Manager Haque stated that it was possible the Village of Lakemoor was waiting for the Maintenance Bond required period to expire.

### 7. TRUSTEE REPORTS:

Mr. Ragland stated that he wanted to discuss compensation for the Board President. As the President is up for a new term, Mr. Ragland wanted to recommend an increase to the additional amount that is paid to him. Mr. Ragland stated that President Michaels's involvement is more than the other board members. Currently the President's stipend includes an additional amount of \$150.00, and Mr. Ragland recommends an increase of



Northern Moraine Wastewater Reclamation District  
Regular Meeting Minutes  
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\$150.00 to \$250.00 a month. District Manager Haque stated that the District's Trustees compensation is one of the lowest in the state. President Michaels suggested that the Trustees also get an increase. District Manager Haque stated that per the Sanitary District Act of 1917 Board Members are capped at \$6,000 per year.

**8. LEGAL BUSINESS - none**

**9. OLD BUSINESS** – President Michaels stated that Trustee appointments are coming up on May 1<sup>st</sup>, 2023. President Michaels also stated that he updated his resume and added all the articles he has written. President Michaels and Trustee Tellez are up and will be presented by District Manager Haque at the next Board meeting. Mr. Ragland stated that there was still another Trustee position to be filled, and District Manager Haque stated that it would be ideal to be filled by a Port Barrington resident. District Manager Haque stated that it is mandatory that the Board should be made up of an equal number of Democrats and Republicans.

**10. NEW BUSINESS:**

a. Approve Change Order #4 for the Holiday Hills Project

Motion by Mr. Ragland to approve change order #4 for the Holiday Hills project in the amount of \$11,100.78.  
2nd by Mr. Brunn

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

b. Approval of Pay Request #8 – Trine Construction

Motion by Mr. Brunn to Approve Pay Request #9 to Trine Construction for the Holiday Hills / Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$931,257.56.  
2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

c. Approval of Pay Request #1 – Pieper Electric

Motion Mr. Brunn to approve Pay Request #1 to Pieper Electric, Inc. for the Control Building Electrical Upgrades Project in the amount of \$44,222.07.  
2nd by Trustee Tellez

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

d. Annual Wage Adjustment Review

Informational only pursuant to the Salary Ordinance and Administration Policy and Procedures adopted in 2012 and revised in 2013. No Board action taken.



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e. Appraisal Update Services Agreement

Motion by Ms. Tellez to Approve an Agreement with CBIZ Valuation Group, LLC in the amount of \$1,950 for Fixed Asset Reporting and Property Insurance Valuation Updating Services and Authorize the District Manager to execute the Agreement

2nd by Mr. Brunn

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

f. Approve Engineering Services Contract for GIS Updates

Motion by Mr. Ragland to Approve an Engineering Services Agreement with Trotter and Associates, Inc. in the amount of \$8,400 for 2023 GIS Conversion and Assistance and Authorize the District Manager to execute the Agreement

2nd by Ms. Tellezz

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

g. Review of User Rates and Proposed Adjustments

Informational only – no Board action taken. District Manager was directed to bring back an ordinance that raises rates at the reduced rate of 5% on May 1, 2023 and 5% on May 1, 2024 to compensate for inflationary pressures.

h. Appointment of District Clerk

Motion by Mr. Brunn to Appoint Elisa Fisher as District Clerk, to replace Debi Martin who will retire in early July.

2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

**11. MISCELLANEOUS CORRESPONDENCE**

a. MCCG Membership Meeting – Rusty Nail, Ringwood, February 22, 2023





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**12. APPROVAL OF BILLS**

Motion by Mr. Brunn to approve payment of bills for February 14, 2023, as presented, in the amount of \$1,182,457.24.

2nd by Mr. Ragland

Roll Call: Timothy Brunn – Aye  
John Ragland – Aye  
Caretina Tellez – Aye  
Ken Michaels – Aye

4 ayes 0 nays 0 absent

**MOTION CARRIED**

**13. OTHER BUSINESS - None**

**ADJOURNMENT**

Motion by Mr. Brunn to adjourn the meeting at 8:11 p.m.  
Unanimously approved on a voice vote

# Northern Moraine Wastewater Reclamation District

8:11 AM  
03/10/23  
Accrual Basis

## Treasurer Report As of January 31, 2023

Jan 31, 23

### ASSETS

#### Current Assets

##### Checking/Savings

1015 · Cash on Hand	500.00
1016 · Chase - Checking	2,179,908.36
1018 · Chase - Savings	146,195.73
1020 · Blackhawk Checking	1,013,461.74
1060 · IL Epay Funds	<u>109,984.79</u>
Total Checking/Savings	3,450,050.62

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Kenneth A. Michaels, Jr. - President

Date

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John Ragland - Vice President

Date

This report has been reviewed by Roberta C. Wajrowski, CPA

# Northern Moraine Wastewater Reclamation District

## Profit & Loss Budget vs. Actual

Accrual Basis

May 1, 2022 through January 31, 2023

	May '22 - Jan 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
Income				
2640 • Bond Proceeds	0.00	0.00	0.00	0.0%
4010 • Property Tax Income	90,106.44	88,240.00	1,866.44	102.1%
4090 • Replacement Tax Income	3,142.02	2,150.00	992.02	146.1%
4300 • Sewer Permit Income	2,900.00	1,400.00	1,500.00	207.1%
4500 • Sewer Usage Income	2,174,266.03	2,839,790.00	(665,523.97)	76.6%
4510 • Connection Fees	316,935.00	337,624.00	(20,689.00)	93.9%
4520 • Penalty Income	71,541.33	59,150.00	12,391.33	120.9%
4600 • Refund Income	0.00	500.00	(500.00)	0.0%
4700 • Reimbursement Income	0.00	0.00	0.00	0.0%
4730 • Interest Income	972.10	1,000.00	(27.90)	97.2%
4900 • Miscellaneous Income	1,217.39	100.00	1,117.39	1,217.4%
4910 • Hauled Waste Income	77,662.80	63,950.00	13,712.80	121.4%
4930 • Engin. & Legal Rev. Fees	5,800.00	5,000.00	800.00	116.0%
4950 • Grants	2,484.00			
<b>Total Income</b>	<b>2,747,027.11</b>	<b>3,398,904.00</b>	<b>(651,876.89)</b>	<b>80.8%</b>
<b>Gross Profit</b>	<b>2,747,027.11</b>	<b>3,398,904.00</b>	<b>(651,876.89)</b>	<b>80.8%</b>
<b>Expense</b>				
5000 • Salaries	701,210.93	865,250.00	(164,039.07)	81.0%
5010 • Payroll Tax Expense	51,060.06	64,910.00	(13,849.94)	78.7%
5020 • Payroll Expenses-other	712.69	900.00	(187.31)	79.2%
5030 • Employee Insurance	152,089.43	180,800.00	(28,710.57)	84.1%
5040 • Trainings & Seminars	16,473.69	10,600.00	5,873.69	155.4%
5050 • Clothing Allowance	996.30	2,800.00	(1,803.70)	35.6%
5060 • IMRF Employer Contribution Exp.	51,169.41	67,440.00	(16,270.59)	75.9%
5110 • Maintenance-Buildings	26,019.07	20,500.00	5,519.07	126.9%
5120 • Maintenance-Vehicles	2,216.85	11,000.00	(8,783.15)	20.2%
5130 • Maintenance-Equipment	22,256.21	20,000.00	2,256.21	111.3%
5140 • Maintenance-Utility System	49,138.28	68,000.00	(18,861.72)	72.3%
5150 • Maintenance Supplies	15.99	3,000.00	(2,984.01)	0.5%
5160 • Sludge Hauling	42,230.47	30,000.00	12,230.47	140.8%
5210 • Operating Supplies	3,619.02	8,000.00	(4,380.98)	45.2%
5220 • Motor Fuel & Lube	16,695.48	14,000.00	2,695.48	119.3%
5230 • Vehicle Supplies	0.00	600.00	(600.00)	0.0%
5240 • Lab Supplies	19,336.02	12,000.00	7,336.02	161.1%
5245 • Miscellaneous Equipment	0.00	2,000.00	(2,000.00)	0.0%
5250 • Small Tools	314.58	1,200.00	(885.42)	26.2%
5255 • Chemicals Expense	58,765.65	95,000.00	(36,234.35)	61.9%
5260 • Safety Equipment	7,963.01	10,500.00	(2,536.99)	75.8%
5320 • General Insurance	78,743.00	84,335.00	(5,592.00)	93.4%
5330 • Telephone Expense	26,268.37	36,090.00	(9,821.63)	72.8%
5360 • Utilities	97,998.84	160,500.00	(62,501.16)	61.1%
5361 • Security System	11,023.46	11,700.00	(676.54)	94.2%
5380 • Rentals	0.00	1,100.00	(1,100.00)	0.0%
5390 • Travel Expense	4,386.95	3,000.00	1,386.95	146.2%
5410 • Software Support	49,125.85	49,470.00	(344.15)	99.3%
5420 • Accounting Service	8,100.00	8,600.00	(500.00)	94.2%
5430 • Professional Lab Testing	10,532.09	8,000.00	2,532.09	131.7%
5435 • Julie Locate Expense	2,812.53	3,500.00	(687.47)	80.4%
5440 • Engineering Services	3,466.25	6,000.00	(2,533.75)	57.8%
5450 • Legal Expenses	62,619.50	61,500.00	1,119.50	101.8%
5460 • Permit Fees	18,000.00	18,000.00	0.00	100.0%
5480 • Other Professional Services	94,351.88	104,800.00	(10,448.12)	90.0%
5510 • Office Supplies	9,622.70	7,000.00	2,622.70	137.5%
5520 • Postage	22,803.01	25,000.00	(2,196.99)	91.2%
5530 • Website Expense	198.00	2,000.00	(1,802.00)	9.9%
5540 • Printing & Publishing	9,117.12	9,300.00	(182.88)	98.0%
5550 • Publications & Subscriptions	368.69	200.00	168.69	184.3%
5560 • Membership Dues	3,293.00	4,860.00	(1,567.00)	67.8%
5630 • Bank Service Charges	11,720.69	13,800.00	(2,079.31)	84.9%
5640 • Interest Expense	29,712.52	67,872.00	(38,159.48)	43.8%
5710 • Miscellaneous Expense	555.60	500.00	55.60	111.1%
5810 • Refunds	0.00	100.00	(100.00)	0.0%
<b>Total Expense</b>	<b>1,777,103.19</b>	<b>2,175,727.00</b>	<b>(398,623.81)</b>	<b>81.7%</b>
<b>Net Ordinary Income</b>	<b>969,923.92</b>	<b>1,223,177.00</b>	<b>(253,253.08)</b>	<b>79.3%</b>
<b>Other Income/Expense</b>				
Other Income				
4810 • Bond Proceeds & Interest	2,026,970.03	11,598,572.00	(9,571,601.97)	17.5%
4995 • Grants & Contributions	3,495,600.00	4,095,600.00	(600,000.00)	85.4%
<b>Total Other Income</b>	<b>5,522,570.03</b>	<b>15,694,172.00</b>	<b>(10,171,601.97)</b>	<b>35.2%</b>
Other Expense				
6010 • Office Equipment over \$500	5,801.51	6,000.00	(198.49)	96.7%
6030 • Capitalized Treatment Upgrade	5,547,887.05	14,918,802.00	(9,370,914.95)	37.2%
6040 • Bond Principal Payable	0.00	390,000.00	(390,000.00)	0.0%
6070 • Building Improvements	1,031.00	9,000.00	(7,969.00)	11.5%
<b>Total Other Expense</b>	<b>5,554,719.56</b>	<b>15,323,802.00</b>	<b>(9,769,082.44)</b>	<b>36.2%</b>
<b>Net Other Income</b>	<b>(32,149.53)</b>	<b>370,370.00</b>	<b>(402,519.53)</b>	<b>(8.7)%</b>
<b>Net Income</b>	<b>937,774.39</b>	<b>1,593,547.00</b>	<b>(655,772.61)</b>	<b>58.8%</b>

**NMWRD Sewer Connection Permit Tracking**  
**Darrell Road Special Connection Fee Collections**

\*Special Connection Fees Ordinance approved February 2020



Permit Date	Address	City	Subdivision/ Business	Permit Owner	Permit No.	Amount Paid
3/4/2020	32045 Savannah Drive	LM	Savannahs	William Ryan Homes	5643	\$ 3,248.00
3/4/2020	32046 Savannah Drive	LM	Savannahs	William Ryan Homes	5644	\$ 3,248.00
3/4/2020	32047 Savannah Drive	LM	Savannahs	William Ryan Homes	5645	\$ 3,248.00
3/25/2020	32049 Savannah Drive	LM	Savannahs	William Ryan Homes	5646	\$ 3,248.00
6/29/2020	32044 Savannah Drive	LM	Savannahs	William Ryan Homes	5647	\$ 3,248.00
6/29/2020	32054 Savannah Drive	LM	Savannahs	William Ryan Homes	5648	\$ 3,248.00
8/27/2020	32052 Savannah Drive	LM	Savannahs	William Ryan Homes	5649	\$ 3,248.00
9/10/2020	32064 Savannah Drive	LM	Savannahs	William Ryan Homes	5650	\$ 3,248.00
9/15/2020	32051 Savannah Drive	LM	Savannahs	William Ryan Homes	5651	\$ 3,248.00
9/18/2020	334 Rosedale Drive	LM	Rosedales	Buckhalter	5652	\$ 3,248.00
9/18/2020	336 Rosedale Drive	LM	Rosedales	Buckhalter	4450-A	\$ 3,248.00
9/21/2020	32038 Savannah Drive	LM	Savannahs	William Ryan Homes	5653	\$ 3,248.00
10/27/2020	32048 Savannah Drive	LM	Savannahs	William Ryan Homes	5654	\$ 3,248.00
10/27/2020	32050 Savannah Drive	LM	Savannahs	William Ryan Homes	5655	\$ 3,248.00
2/11/2021	32058 Savannah Drive	LM	Savannahs	William Ryan Homes	5656	\$ 3,248.00
3/4/2021	32057 Savannah Drive	LM	Savannahs	William Ryan Homes	5657	\$ 3,248.00
6/10/2021	31500 US Highway 12 - Buona Beef	LM	Lakemoor Commons	Lakemoor Ventures	5658	\$ 13,920.00
6/17/2021	32040 Savannah Drive	LM	Savannahs	William Ryan Homes	5659	\$ 3,248.00
6/30/2021	32056 Savannah Drive	LM	Savannahs	William Ryan Homes	5660	\$ 3,248.00
6/30/2021	32072 Savannah Drive	LM	Savannahs	William Ryan Homes	5661	\$ 3,248.00
6/30/2021	32053 Savannah Drive	LM	Savannahs	William Ryan Homes	5662	\$ 3,248.00
7/28/2021	32055 Savannah Drive	LM	Savannahs	William Ryan Homes	5663	\$ 3,248.00
7/30/2021	2317 Fenview Circle	IL	Prairie Woods	Pulte Group	5664	\$ 3,248.00
8/13/2021	27450 IL Route 120 - Building A (Chipotle)	LM	Lakemoor Commons	Lakemoor Retail Partners	5665	\$ 12,992.00
8/13/2021	27450 IL Route 120 - Building B (Future Multi-Tenant)	LM	Lakemoor Commons	Lakemoor Retail Partners	5666	\$ 13,920.00
8/13/2021	27450 IL Route 120 - Building C/D (Future Tenant and Starbucks)	LM	Lakemoor Commons	Lakemoor Retail Partners	5667	\$ 13,920.00
8/17/2021	28601 Augusta Lane	LM	Savannahs	William Ryan Homes	5669	\$ 3,248.00
8/23/2021	32060 Savannah Drive	LM	Savannahs	William Ryan Homes	5668	\$ 3,248.00
9/21/2021	27565 IL Route 120 - Woodman's Car Wash	LM	Lakemoor Commons	Woodmans / J Pease Construction	5634-A	\$ 32,480.00
10/27/2021	32062 Savannah Drive	LM	Savannahs	William Ryan Homes	5670	\$ 3,248.00
11/17/2021	28607 Augusta Lane	LM	Savannahs	William Ryan Homes	5671	\$ 3,248.00
12/21/2021	2408 Fenview Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5673	\$ 3,248.00
12/21/2021	2433 Fenview Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5674	\$ 3,248.00
12/21/2021	1935 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5675	\$ 3,248.00
12/21/2021	1929 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5676	\$ 3,248.00
1/4/2022	32030 Savannah Drive	LM	Savannahs	William Ryan Homes	5677	\$ 3,248.00

1/6/2022	2443 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5678	\$ 3,248.00
1/6/2022	2453 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5679	\$ 3,248.00
1/6/2022	2413 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5680	\$ 3,248.00
1/6/2022	2140 Silver Leaf Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5681	\$ 3,248.00
1/13/2022	32042 Savannah Drive	LM	Savannahs	William Ryan Homes	5682	\$ 3,248.00
1/13/2022	1920 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5683	\$ 3,248.00
1/13/2022	2016 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5684	\$ 3,248.00
1/31/2022	28609 Augusta Lane	LM	Savannahs	William Ryan Homes	5685	\$ 3,248.00
2/18/2022	124 Fairfield Drive	IL	Island Lake - South	Midwest Lifestyle Homes	5686	\$ 3,248.00
2/18/2022	122 Fairfield Drive	IL	Island Lake - South	Midwest Lifestyle Homes	699-A	\$ 3,248.00
2/23/2022	28605 Augusta Lane	LM	Savannahs	William Ryan Homes	5687	\$ 3,248.00
2/28/2022	32608 Savannah Drive	LM	Savannahs	William Ryan Homes	5688	\$ 3,248.00
3/2/2022	2028 Foxridge Dr	IL	Prairie Woods	Pulte Group / Veruna LLC	5689	\$ 3,248.00
3/2/2022	2120 Silverlead Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5690	\$ 3,248.00
3/3/2022	32028 Savannah Drive	LM	Savannahs	William Ryan Homes	5691	\$ 3,248.00
3/4/2022	32026 Savannah Drive	LM	Savannahs	William Ryan Homes	5692	\$ 3,248.00
3/7/2022	32066 Savannah Drive	LM	Savannahs	William Ryan Homes	5693	\$ 3,248.00
3/7/2022	2458 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5694	\$ 3,248.00
3/29/2022	One Waters Edge	IL	Dollar General	Hummel Construction	5695	\$ 4,640.00
3/31/2022	2403 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5696	\$ 3,248.00
3/31/2022	2110 Silver Leaf Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5697	\$ 3,248.00
3/31/2022	1926 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5698	\$ 3,248.00
4/6/2022	32063 Savannah Drive	LM	Savannahs	William Ryan Homes	5699	\$ 3,248.00
5/12/2022	1970 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5700	\$ 3,248.00
5/12/2022	2300 Fen View Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5701	\$ 3,248.00
5/12/2022	1900 Fox Ridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5702	\$ 3,248.00
5/24/2022	32067 Savannah Drive	LM	Savannahs	William Ryan Homes	5703	\$ 3,248.00
6/9/2022	2428 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5704	\$ 3,248.00
6/9/2022	2080 Silver Leaf Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5705	\$ 3,248.00
6/21/2022	2507 Fen View Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5706	\$ 3,248.00
6/21/2022	2040 Foxridge Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5707	\$ 3,248.00
6/27/2022	32065 Savannah Drive	LM	Savannahs	William Ryan Homes	5708	\$ 3,248.00
6/27/2022	32023 Savannah Drive	LM	Savannahs	William Ryan Homes	5709	\$ 3,248.00
7/1/2022	2245 Walnut Glen Blvd	IL	Walnut Glen	Pulte Group / Veruna LLC	5710	\$ 3,248.00
7/7/2022	330 Rosedale Dr	LM	Sampson Sex & Co Lily Lake	Cotton	5711	\$ 3,248.00
7/8/2022	27695 W. Belvidere Road	LM	Taco Bell	Bell American Group	5712	\$ 13,920.00
7/28/2022	32025 Savannah Drive	LM	Savannahs	William Ryan Homes	5713	\$ 3,248.00
8/2/2022	28603 Augusta Lane	LM	Savannahs	William Ryan Homes	5714	\$ 3,248.00
8/9/2022	2365 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5715	\$ 3,248.00
8/17/2022	2334 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5716	\$ 3,248.00
8/17/2022	2345 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5717	\$ 3,248.00
8/23/2022	3106 Wishing Well Lane	IL	Westridge	Life Lline Plumbing	2434A	\$ -
8/31/2022	2052 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5718	\$ 3,248.00
9/7/2022	1932 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5719	\$ 3,248.00
9/16/2022	32061 Savannah Drive	LM	Savannahs	William Ryan Homes	5720	\$ 3,248.00
9/26/2022	2522 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5721	\$ 3,248.00
10/4/2022	1980 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5722	\$ 3,248.00
11/30/2022	2180 Walnut Glen Blvd	IL	Prairie Woods	Pulte Group / Veruna LLC	5723	\$ 3,248.00
12/21/2022	2215 Walnut Glen Blvd	IL	Prairie Woods	Pulte Group / Veruna LLC	5724	\$ 3,248.00
1/11/2023	32070 Savannah Drive	LM	Savannahs	William Ryan Homes	5725	\$ 3,248.00
1/20/2023	220 East Parkland Drive	IL	Walnut Glen	Pulte Group / Veruna LLC	5726	\$ 3,248.00
2/2/2023	2368 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5727	\$ 3,670.11

2/8/2023	32073 Savannah Drive	LM	Savannahs	William Ryan Homes	5728	\$ 3,670.11
2/10/2023	1941 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5729	\$ 3,670.11
2/10/2023	2522 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5730	\$ 3,670.11
2/15/2023	32019 Savannah Drive	LM	Savannahs	William Ryan Homes	5731	\$ 3,670.11
2/15/2023	32024 Savannah Drive	LM	Savannahs	William Ryan Homes	5732	\$ 3,670.11
2/21/2023	1949 Foxridge Drive	IL	Prairie Woods	Pulte Group / Veruna LLC	5733	\$ 3,670.11

**Cumulative Total:** **\$ 388,074.77**

**NMWRD Escrow Account(s) Summary**  
rev. March 1st, 2023



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of Mar. 1st	Notes
Lakemoor Commons Lot 5B - Building A (Chipotle)	LM	Keystone Construct LLC	3/18/2021	\$ 6,109.15	14	\$ -	Account Closed February 2023. Line item will be removed in future reports.
Lakemoor Commons Lot 5B - Building B (Future Multi-Tenant)	LM	Keystone Construct LLC	3/18/2021	\$ 6,152.40	14	\$ -	Account Closed February 2023. Line item will be removed in future reports.
Lakemoor Commons Lot 5B - Building C (Future Tenant)	LM	Keystone Construct LLC	3/18/2021	\$ 5,763.15	14	\$ -	Account Closed February 2023. Line item will be removed in future reports.
Lakemoor Commons Lot 5B - Building D (Starbucks)	LM	Keystone Construct LLC	3/18/2021	\$ 5,719.90	14	\$ -	Account Closed February 2023. Line item will be removed in future reports.
Dollar General	IL	CG Buckhalter LLC	9/27/2021	\$ 3,534.75	3	\$ 1,077.00	Account Current
Lakemoor Commons Lot 2A (Taco Bell)	LM	Bell American Group LLC	4/8/2022	\$ 2,027.68	3	\$ -	Account Closed February 2023. Line item will be removed in future reports.
Lakemoor Commons Lot 5B (Rainbow Cone)	LM	The Buona Companies LLC	5/5/2022	\$ 5,800.00	4	\$ 1,032.00	Account Current
Beech Street Senior Lofts	IL	Manhard Consulting	2/13/2023	\$ 5,000.00	0	\$ 5,000.00	Account Current

<b>Total Funding for All Escrow Accounts to Date</b> <i>**Since District re-established Escrow accounts in 2019.</i>	<b>\$ 56,384.03</b>
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## NORTHERN MORAIN W R D

### Northern Moraine WRD Project Grant Tracking

Rev. March 6, 2023

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Control Building Electrical Upgrades	2020	Installation and/or Replacement of Utilities Grant Program (Public Act 101-0007 and/or Public Act 101-0029)	DCEO	\$200,000	\$200,000	\$445,494	6/23/2020	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2020	Unsewered Communities Construction Grant Program	IEPA	\$3,495,600	\$3,495,600	\$6,700,000	12/31/2020	Fully Disbursed to NMWRD
Lakemoor Lift Stations	2021	Capital Grant Line Item Appropriation (Public Act 101-0638, House Bill 0064)	DCEO	\$400,000	\$400,000	\$732,730	3/11/2021	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$200,000	\$100,000	\$7,287,500	1/4/2022	Awarded / In-Progress
Unsewered Community – Village of Holiday Hills (Phase 1)	2022	McHenry County – ADVANCE McHenry County	McHenry County	\$2,905,080	-	\$7,287,500	1/22/2022	In Review – Among top 10 applicants
Unsewered Community – Village of Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension (Phase 2)	2022	FY 2023 Interior, Environment, and Related Agencies CPF Request Form IL-14 (Google Form)	US House Representative Lauren Underwood	\$2,500,000	\$2,500,000	\$10,851,000	4/29/2022	Awarded / In-Progress
WWTF Emergency Power Systems Replacement	2022	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$250,000	\$250,000	\$500,000	5/1/2022	Awarded / In-Progress

Continued on next page



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## NORTHERN MORaine W R D

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Darrell Road Unsewered Facilities - Phase 1A WWTF Headworks Facility	2022	Lake County – FORWARD (ARPA Funding)	Lake County	\$1,940,000	-	\$3,871,190	10/31/2022	Under Review
Darrell Road Unsewered Facilities - Phase 1B Interceptor Sewer	2022	Lake County – FORWARD (ARPA Funding)	Lake County	\$2,990,000	-	\$5,862,945	10/31/2022	Under Review
Unsewered Community - Village of Holiday Hills Project (Phase 2)	2022	Unsewered Communities Construction Grant Program	IEPA	\$5,000,000	-	\$11,322,000	11/15/22	Rejected due to Technicalities. Will apply again next year.
Holiday Hills/Le Villa Vaupell Sewer Extension - Private Homeowner Financial Assistance	2023	McHenry County – Community Development Block Grant (CDBG)	McHenry County	\$297,000	-	\$594,000	1/4/2023	Under Review
<b>Expected Grant Amount Total</b>					<b>\$6,945,600</b>			



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**Northern Moraine WRD - Septage Receiving Tracking**  
**FY 2022-2023**



Month	Loads	Gallons	Revenue FY 22-23	Revenue FY 21-22	% Revenue Change
May-22	48	166,935	\$9,613.50	\$3,814.40	252%
Jun-22	59	202,830	\$11,541.30	\$3,610.80	320%
Jul-22	60	162,480	\$9,174.90	\$3,937.20	233%
Aug-22	55	202,750	\$11,490.30	\$6,839.10	168%
Sep-22	53	182,310	\$10,342.80	\$7,032.90	147%
Oct-22	63	215,250	\$12,214.50	\$8,858.70	138%
Nov-22	26	5,156	\$5,156.10	\$6,369.90	81%
Dec-22	27	92,745	\$5,344.80	\$4,916.40	109%
Jan-23	13	40,142	\$2,784.60	\$938.40	297%
Feb-23	27	91,775	\$5,865.85	\$2,529.60	232%
Mar-23				\$5,360.10	
Apr-23				\$7,466.40	
<b>Total</b>	<b>431</b>	<b>1,362,373</b>	<b>\$83,528.65</b>	<b>\$61,673.90</b>	<b>135%</b>

\* New Rates as 01/01/2023

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
Feb-23	2/2/2023	Helmer	3895	Flat Rate	\$183.60	10:10 AM	Septic
	2/3/2023	Weidner	3700	Flat Rate	\$238.00	8:40 AM	Septic
	2/6/2023	Weidner	3300	Flat Rate	\$214.20	1:30 PM	Septic
	2/7/2023	Weidner	3200	Flat Rate	\$214.20	10:40 AM	Septic
	2/8/2023	Weidner	3200	Flat Rate	\$214.20	1:15 PM	Septic
	2/9/2023	Helmer	3440	Flat Rate	\$214.20	10:50 AM	Septic
	2/10/2023	Helmer	3500	Flat Rate	\$214.20	7:55 AM	Septic
	2/13/2023	Weidner	3300	Flat Rate	\$214.20	11:00 AM	Septic
	2/13/2023	Weidner	3300	Flat Rate	\$214.20	12:40 PM	Septic
	2/13/2023	Weidner	3800	Flat Rate	\$238.00	3:30 PM	Septic
	2/13/2023	Helmer	3000	Flat Rate	\$214.20	7:20 AM	Septic
	2/14/2023	Weidner	3300	Flat Rate	\$214.20	10:20 AM	Septic
	2/14/2023	Weidner	3000	Flat Rate	\$214.20	1:10 PM	Septic
	2/15/2023	Helmer	3540	Flat Rate	\$214.20	8:40 AM	Septic
	2/17/2023	Weidner	3000	Flat Rate	\$214.20	9:40 AM	Septic
	2/17/2023	Helmer	3500	Flat Rate	\$214.20	12:25 PM	Septic
	2/21/2023	Weidner	2750	Flat Rate	\$214.20	2:40 PM	Septic
	2/21/2023	Weidner	3300	Flat Rate	\$214.20	11:15 AM	Septic
	2/21/2023	Helmer	3700	Flat Rate	\$214.20	10:10 AM	Septic
	2/22/2023	Weidner	3300	Flat Rate	\$214.20	11:30 AM	Septic
	2/23/2023	Helmer	3900	Flat Rate	\$214.20	2:40 PM	Septic
	2/24/2023	Weidner	3400	Flat Rate	\$238.00	2:00 PM	Septic
	2/24/2023	Weidner	3000	Flat Rate	\$214.20	11:15 AM	Septic
	2/27/2023	Arrow Septic	3250	Flat Rate	\$208.25	11:50 AM	Septic
	2/27/2023	Weidner	3750	Flat Rate	\$238.00	2:30 PM	Septic
	2/27/2023	Helmer	3650	Flat Rate	\$214.20	9:30 AM	Septic
	2/28/2023	Weidner	3800	Flat Rate	\$238.00	10:25 AM	Septic

NMWRD Service Connection Permit Tracking  
FY 2022-23



Permit Date	Address	City	Subdivision/ Business	Re-Connect, Repair, Demo or New Connection	Permit Owner	Permit No.	Connection/ Inspection Fee	Darrell Road Special Connection Fee
5/12/2022	1970 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5700	\$ 7,674.00	\$ 3,248.00
5/12/2022	2300 Fen View Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5701	\$ 7,674.00	\$ 3,248.00
5/12/2022	1900 Fox Ridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5702	\$ 7,674.00	\$ 3,248.00
5/24/2022	32067 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5703	\$ 7,674.00	\$ 3,248.00
6/9/2022	2428 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5704	\$ 7,674.00	\$ 3,248.00
6/9/2022	2080 Silver Leaf Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5705	\$ 7,674.00	\$ 3,248.00
6/21/2022	2507 Fen View Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5706	\$ 7,674.00	\$ 3,248.00
6/21/2022	2040 Foxridge Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5707	\$ 7,674.00	\$ 3,248.00
6/27/2022	32065 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5708	\$ 7,674.00	\$ 3,248.00
6/27/2022	32023 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5709	\$ 7,674.00	\$ 3,248.00
7/1/2022	2245 Walnut Glen Blvd	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5710	\$ 7,674.00	\$ 3,248.00
7/7/2022	330 Rosedale Drive	LM	Sampson Sex & Co Lily Lake	New Connection	Cotton	5711	\$ 7,674.00	\$ 3,248.00
7/8/2022	27695 W. Belvidere Road	LM	Taco Bell	New Connection	Bell American Group	5712	\$ 32,465.00	\$ 13,920.00
7/28/2022	32025 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5713	\$ 7,674.00	\$ 3,248.00
8/2/2022	28603 Augusta Lane	LM	Savannahs	New Connection	William Ryan Homes	5714	\$ 7,674.00	\$ 3,248.00
8/9/2022	2365 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5715	\$ 7,674.00	\$ 3,248.00
8/17/2022	2334 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5716	\$ 7,674.00	\$ 3,248.00
8/17/2022	2345 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5717	\$ 7,674.00	\$ 3,248.00
8/23/2022	3106 Wishing Well Lane	IL	Westridge	Repair	Life Line Plumbing	2434A	\$ -	\$ -
8/31/2022	2052 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5718	\$ 7,674.00	\$ 3,248.00
9/7/2022	1932 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5719	\$ 7,674.00	\$ 3,248.00
9/16/2022	32061 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5720	\$ 7,674.00	\$ 3,248.00
9/26/2022	2522 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5721	\$ 7,674.00	\$ 3,248.00
10/4/2022	1980 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5722	\$ 7,674.00	\$ 3,248.00
10/27/2022	4124 Newport Drive	IL	Fox River Shores	Repair	All Pro Plumbing	2548A	\$ -	\$ -
11/29/2022	625 Wood Creek Drive	IL	Westridge	Repair	McHenry Excavating	2137A	\$ -	\$ -
11/30/2022	2180 Walnut Glen Blvd	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5723	\$ 7,674.00	\$ 3,248.00
12/21/2022	2215 Walnut Glen Blvd	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5724	\$ 7,674.00	\$ 3,248.00
1/3/2023	3719 Hale Lane	IL	Fox River Shores	Repair	Black Diamond Plumbing	2150A	\$ -	\$ -
1/5/2023	216 S Shore Drive	IL	Island Lake Estates	Demo	Grothman/ ASAP Plumbing	781A	\$ -	\$ -
1/11/2023	32070 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5725	\$ 7,674.00	\$ 3,248.00
1/20/2023	220 East Parkland Drive	IL	Walnut Glen	New Connection	Pulte Group / Veruna LLC	5726	\$ 7,674.00	\$ 3,248.00
2/2/2023	2368 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5727	\$ 7,674.00	\$ 3,670.11
2/8/2023	32073 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5728	\$ 7,674.00	\$ 3,670.11
2/10/2023	1941 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5729	\$ 7,674.00	\$ 3,670.11
2/10/2023	2522 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5730	\$ 7,674.00	\$ 3,670.11
2/15/2023	32019 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5731	\$ 7,674.00	\$ 3,670.11
2/15/2023	32024 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5732	\$ 7,674.00	\$ 3,670.11
2/21/2023	1949 Foxridge Drive	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5733	\$ 7,674.00	\$ 3,670.11

	Standard Connections	Darrel Road Connections
<b>FY 2022 - 2023 Total:</b>	\$ 285,707.00	\$ 124,058.77
<b>Approved Budget FY 2022 - 2023</b>	\$ 274,064.00	\$ 64,960.00
<b>Approved +/- vs. Current YTD</b>	\$ 11,643.00	\$ 59,098.77



## **NMWRD Operations Report**

**Date:** February 10<sup>th</sup>, 2023

**Prepared by:** Joe Lapastora – Director of Operations

### **Ammonia Excursion:**

At approximately 10:30am on January 23, 2023, District operations staff noticed an aromatic smell (floral/fruity) coming from our Headworks wet well while also visually observing the surface was covered in bubbles/foam. Operational staff collected composite samples that were being collected for the next day for testing. Note that the influent composite sample was representative of approximately 4 hours of sampling since we wanted to test near the time the abnormal observations were made. Based on the scent and visual observations, we made the decision to test the influent for D.O., Nitrogen Ammonia (NH<sub>3</sub> – N) and Phosphorous. Phosphorous and D.O. testing did not indicate atypical results when compared to our normal testing data. However, test results for influent Ammonia Nitrogen as N (NH<sub>3</sub> – N) were much higher when compared to our normal testing data. The sample produced “over range” results on a Spectrometer (TNT 880 Kit) and yielded a 60.9 mg/L result. Note that our NPDES permit does not specify an influent NH<sub>3</sub> – N limit, however, this testing was strategically performed to verify that we were overloaded on influent NH<sub>3</sub> – N. We then tested the effluent composite sample on the Spectrometer which yielded a 7.43 mg/L result which exceeded our Daily Max permit limit of 4.9 mg/L. Based on test results and a comparison to previous data, we suspect the cause of this excursion was due to a “shock load”, likely resulting from a discharge of an ammonia-based solution. The period of non-compliance was approximately 24 hours. Operations staff performed the same tests on the following day, January 24, 2023, at approximately 8:00am and confirmed that the effluent NH<sub>3</sub> – N was testing at 4.78 mg/L, which was below our permit limit of 4.9 mg/L. We have not exceeded the permit limit since the January 23 excursion, however, it worth noting that the plant is still recovering from the “shock load” as effluent results are higher when compared to our annual average, although the results have been steadily declining. An oral notification was reported to the IEPA within the 24-hour requirement that is specified in Attachment H, Standard Conditions, Section 12 (f) of our NPDES Permit. Similarly, a written submission was submitted within the five (5) day requirement that is also specified in Attachment H, Standard Conditions, Section 12 (f) of our NPDES Permit. Although we do not anticipate this type of excursion to occur again, and although no Significant or Categorical Industrial Users are connected to our system, staff will continue to routinely monitor for ammonia nitrogen at specific lift stations within our collection system so that we can isolate/identify the discharger should this issue re-occur.

### **Control Building Electrical Upgrades:**

[*Project Update*] – Subcontractor Boller Construction mobilized in early November to begin demolition of some concrete equipment pads and exterior louvers. The masonry subcontractor, A. Horn, then mobilized to fill both louver voids with masonry block as they will soon be installing architectural panels matching the current aesthetic of the Control Building exterior. Minimal work was performed during the month of January as the General Contractor waits for electrical components to be delivered. It is anticipated that electrical components will begin to arrive in February/March and once they arrive, Pieper Electric will move forward with the installation of new electrical distribution panels





and the relocation of existing control panels. The new diesel pad was successfully relocated in mid-January as various contractors coordinated to perform the relocation effort in a single day. ARS was contracted for rigging and crane services associated with moving the tank while our Diesel Fuel provider, Olson Fuel, was contracted for the day to empty/refill the tank. Similarly, our generator service provider, Alternate Power, was also contracted for the day as they assisted with priming the new diesel line, making the connection, and performing generator start-up. Lastly, District operations staff assisted with various efforts associated with the new piping run and aided all contracted services. With the new location of the Diesel Tank, we are now clear to remove the day tank located in the Southwest corner of the MCC room.



Drone Photo of the diesel tank relocation effort.



New Diesel Tank Location

### Screen Channel Upgrades:

**[Project Update]** –The Rotamat screener was removed in late November and was replaced with an MS2 Bar Screen in December. As previously mentioned on November’s Operations report, this project required bypass pumping around the treatment plant headworks to allow the work to be completed in a dry environment. The bypass of the treatment plant headworks presented a rare opportunity in that the raw pumps would not be in operation, which allowed us to replace valves upstream and downstream of the pumps. The original valves date back to 1978 and the intake isolation valve for Raw Pump #1 was broken. A replacement Raw Pump #1 was delivered in early November and was installed with the replacement valves in mid-January. United rentals mobilized on Monday, January 16, to set up the bypass piping and discharge into the Oxidation Ditch. The bypass went live on Tuesday, January 17 when District Operations staff clocked in around 3am to insert the plug during low flows and was live through Friday, January 20<sup>th</sup>. Through the course of the four (4) day bypass, all work in the headworks, along with all valving/pump work in the basement was successfully completed. Note that the new MS2 Bar Screen and the new Raw Pump #1 do not currently have power, however, we should expect to see a change order on the Control Building Electrical project that will bring power to both pieces of equipment. Similarly, the control panel for the new MS2 Bar Screen will also be installed in the new MCC room as part of the Control Building Electrical Change Order. This shall mark the last project update for the Screen Channel Upgrades section of the Operations Report.







## NORTHERN MORaine W R D



Two bypass pumps used for bypass event.



Bypass pipe routing around Control Building.



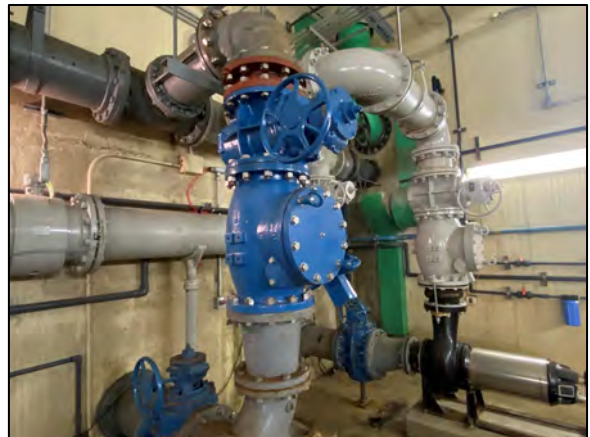
Bypass discharge location into Oxidation Ditch.



Basement valve/pump work progress during bypass.



New submersible Grundfos Raw Pump #1.



New valving for all raw pumps. This shows Raw Pump #3.



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### **Dewatering Updates:**

Over the last few Operations Reports, various issues associated with the District's dewatering process were covered. Issues that have since been fixed include repulling of the power supply line into the main breaker that was damaged, and VFD replacement for damaged unit. Upcoming repairs include breaker replacement and transformer replacement. Not that Operations Staff have been successful in running a few dewatering cycles through the month of January, however, it is likely that we will not run another dewater cycle until the aforementioned repairs are completed. We will now look to re-establishing the dewatering process and increase the dewatering frequency to occur every 1-2 weeks so that we will have adequate time to adapt and remediate should another issue arise.

### **Chemical Doors:**

The District contracted Manusos General Contracting to install new Cross Aluminum doors and frames at the District's Chemical Building during the month of January. The District has possessed the doors for over a year now, and we were happy to finally have these installed. The work was completed in a single day.



Photo showing door replacement progress.



Photo of door replacement progress.

### **Lift Station Radio Telemetry**

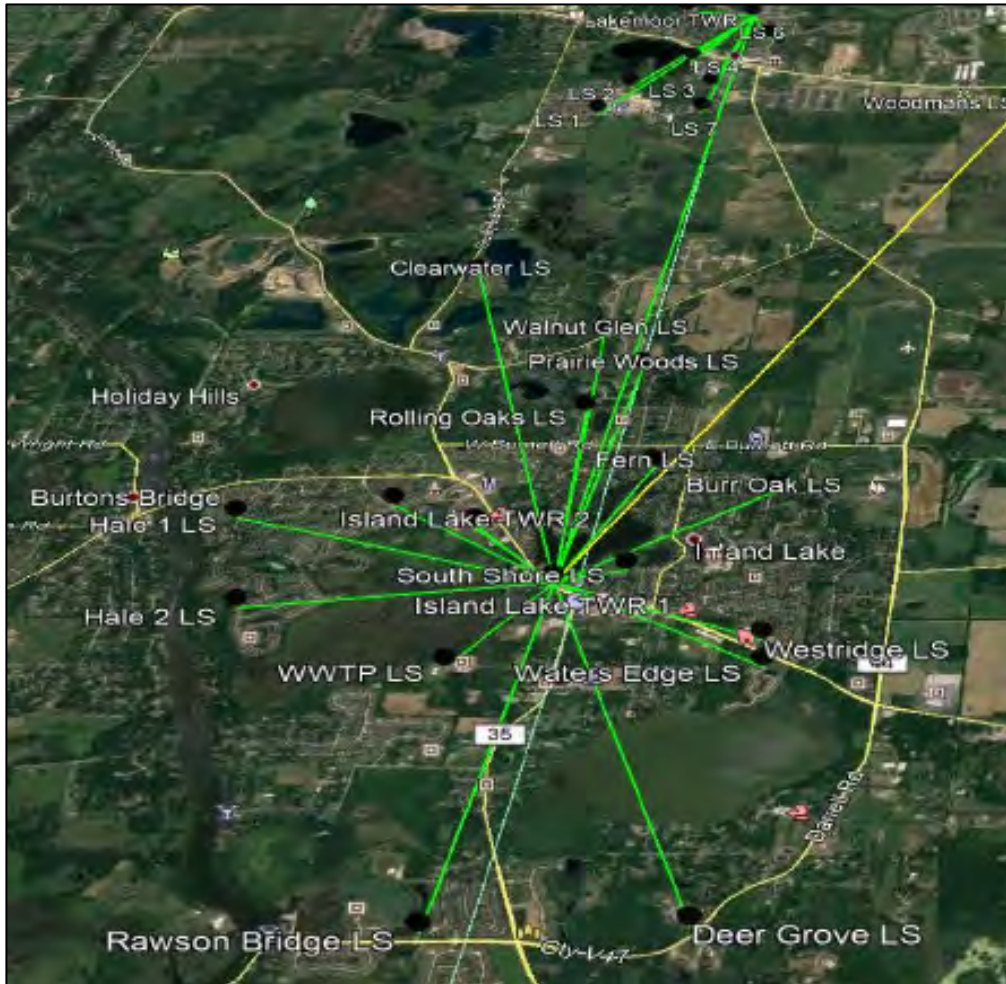
*[Project Update]* – Radio communication equipment has been ordered for installation on the water tower located at Water Tower Park in Island Lake. This is being done as we begin building a radio communication network amongst the District's lift stations that will transmit data to the SCADA computer we have stationed in the Control Building at the treatment facility. We have been coordinating with staff from the Villages of Island Lake and Lakemoor to obtain spaces on two (2) water towers in Island Lake and Lakemoor that will allow us to have a high point in regions of the District's service area to install antennas and radios. These will provide a wide range over the District's service area where we can then broadcast data to and receive data from lift stations. As we begin upgrading lift stations, we can then link them to the SCADA computer to make real-time information available to staff, providing more detailed alarming and some limited control. An order is expected to be placed in February and water tower repeater install(s) in Island Lake and Lakemoor will likely begin in February/March.







## NORTHERN MORaine W R D



Map of proposed radio communication paths.

**COVID Surveillance Data:** Below you can find the most recent data for surveillance sampling and testing for SARS-COV-2. This shows a trend in gene copies of SARS-COV-2 per liter of wastewater entering the District's treatment facility. New to this report, Influenza A & B is now being tracked and trended. Although a previous Operations Report indicated that we would start to see the Influenza data by the end of 2022, we were informed that there were some delays on DPI's end. The data continues to show the concentrations of the different variant lineages that are being detected in the samples we have collected.



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240, Island Lake, IL 60042



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## NORTHERN MORAINE W R D

# NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, January 2023

**LOCATION: NORTHERN MORAINE WW RECLAMATION DIST WWTP  
(McHenry County)**

### Catchment Information

Population Served	15,000
NPDES	IL0031933
zipcode	60042
IL Covid Region	9

### SARS-CoV-2 LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of the SARS-CoV-2 virus in a sample. The nucleocapsid protein (N) gene of the virus is targeted in the assay, and results are reported in gene copies per liter of starting wastewater.

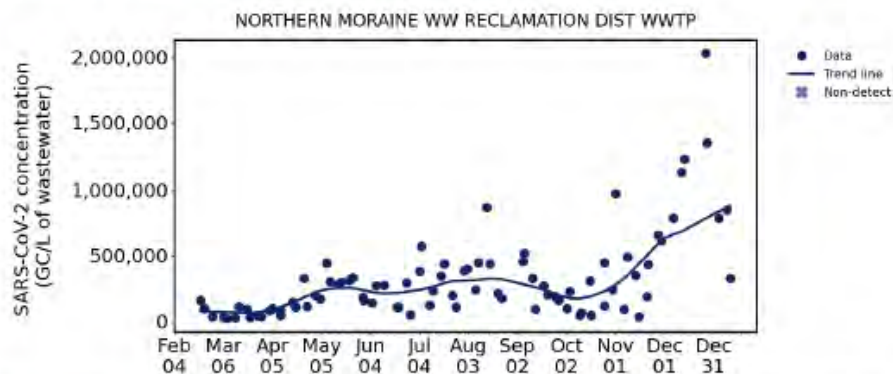


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in gene copies per liter (GC/L) of wastewater.

### SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)		
2023-01-11	325,050	2022-12-14	1,233,750
2023-01-09	846,750	2022-12-12	1,134,750
2023-01-04	783,750	2022-12-07	784,500
2022-12-28	1,361,250		
2022-12-27	2,031,000		



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## NORTHERN MORAIN W R D

### SARS-CoV-2 LINEAGES IN WASTEWATER

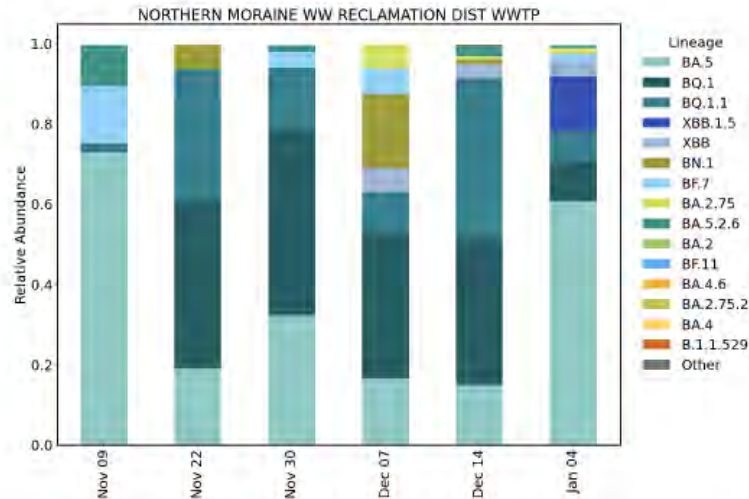


Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.

### INFLUENZA A & B LEVELS IN WASTEWATER

Wastewater is analyzed using digital PCR (dPCR) to determine the concentration of influenza A and influenza B viruses in a sample. Results are reported in gene copies per liter of starting wastewater.

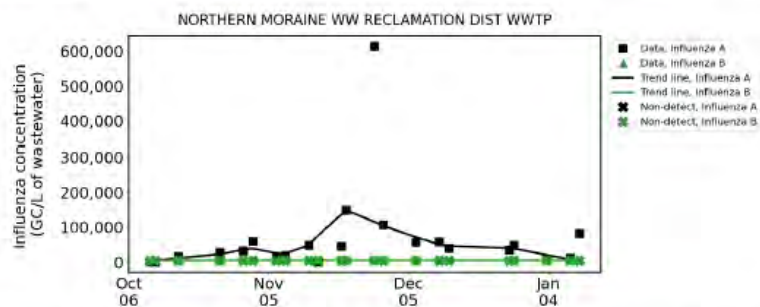


Figure 3. Time series plot of Influenza A & B viral concentrations in gene copies per liter (GC/L) of wastewater.

### INFLUENZA A & B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2023-01-11	82,200	Non-detect
2023-01-09	12,150	Non-detect
2023-01-04	8,100	Non-detect
2022-12-28	47,850	Non-detect
2022-12-27	35,100	Non-detect
2022-12-14	39,450	Non-detect
2022-12-12	58,950	Non-detect
2022-12-07	56,400	Non-detect







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## **NMWRD Engineering Report**

**Date:** March 9<sup>th</sup>, 2023

**Prepared by:** Jasmin Bait – Junior Engineer

### **Holiday Hills / Le Villa Vaupell Sanitary Sewer Extension – Phase 1 (Nunda):**

*[Project Update]* – Significant construction efforts continued through the month of February as the general contractor (Trine) continued with steady progress for the underground sanitary sewer along with progress on restoration efforts. To date, 100% of the underground sewer along Holiday Drive is installed. Also, 100% of the underground sewer and force main along Sunset Dr is installed. Furthermore, 100% of the force main is installed. In addition, 100% of the underground sewer for Alternatives A, B, and C is installed. As mentioned in the December and January reports, dewatering on Hickory Street proved to be a bigger challenge than expected. Fortunately, 100% of the underground sewer is installed on Alternative D. To date, the 41 manhole structures have been installed for the entire Project. Additional work performed during the month of February, the pressure test for the force main was done and it passed successfully.

*[Milestone Update]* Substantial completion of the project is measured with a series of milestones dated based on the commencement of the contract time. The contract also stipulated that a bonus shall be paid out for every day that work is substantially completed prior to the specified milestone date. Milestone No. 1 includes all sanitary sewer, sanitary services, force main, and restoration improvements plus site improvements (pavement and turf) at the proposed lift station (vaults, wet well, underground utilities, control building, roadway, fencing, site restoration, etc.). Work for Milestone No. 1 was to be substantially completed by December 14, 2022. They did not achieve requirements for that milestone in time and thus no bonus will be paid out. Milestone No. 2 includes all equipment and start-up associated with the lift station and control building. Work for Milestone No. 2 is to be substantially completed by May 13, 2023 with a \$500 bonus for every day that work is completed prior to this date. Milestone No. 3 or Final Completion includes all the previously listed items with final acceptance by Owner. Final Completion will be June 12, 2023 with a \$500 bonus for every day that work is completed prior to this date. The total bonus will be limited to \$50,000 and will be paid at Final Payment.





## NORTHERN MORaine W R D



Manhole #41 Installation on Hickory St.



Sanatory Sewer Installation on Hickory St.

### Control Building Electrical:

*[Project Update]* – In late-October, two subs mobilized for demolition and masonry work including Boller Construction (demo, louver removal, and equipment pads) and A. Horn Inc. (masonry). Through November, demolition of both louvers was completed with CMU block being installed for both openings, a roof vent for the old generator was removed, and a new equipment pad was poured inside the new MCC room. The District's diesel tank is being relocated to the area between the Control Building and the Breakroom to allow for the removal of the day-tank that is currently housed inside. The new diesel tank slab was poured in late November and after a 2-3 week cure time, we must now strategically coordinate with ARS (crane service provider), Olson Fuel, Alternate Power and those involved on the CBE project to move the diesel tank in a single day which is anticipated to occur in mid-January. Throughout February, no notable construction progress was made as we were waiting for electrical components to arrive. Significant construction efforts will pick up as we continue to receive the components and as installation begins. Liquidated damages have been imposed to Pieper Electric Inc. per the contract terms at \$500 per day as of February 21<sup>st</sup> until final completion is reached.

### Lakemoor Lift Station No. 1 and No. 6 Modifications:

*[Project Update]* – The District advertised this project on August 8, 2022 and a public bid opening was held on September 30, 2022. The District received two (2) bids from Boller Construction and Marc Kresmery Construction. Bidders were required to provide a proposal for eight (8) unit prices – a unit price for each lift station (seven (7) lift stations) and one (1) cash allowance. Due to current inflated costs of labor and materials, the proposals received





from contractors were roughly \$1.6 Million to complete the work. As such, the District chose to reduce the scope of the project to remain within budget constraints. The project with reduced scope was awarded to Boller Construction for the amount of \$472,400. This covers upgrades associated with Lift Station #1 (\$209,000), Lift Station #6 (\$233,400), and cash allowances for utilities and unforeseen conditions (\$30,000). A kickoff meeting was held on November 23<sup>rd</sup>. A project start date has yet to be determined, however, electrical component(s) procurement is already underway. Additional updates to be provided in the next few months as we prepare logistics and continue the submittal review process. The District has recently purchased items and will continue to procure items that we are responsible for providing per the contract terms.

#### **Phosphorous Discharge Optimization Plan:**

*[Project Update]* – The District continues to perform the phosphorous testing related to the District’s Phosphorous Discharge Optimization Plan (PDOP) through the month of December. Per Special Condition 20 of the District’s National Pollutant Discharge Elimination System (NPDES) Permit, the District is required to provide annual progress reports to the IEPA and the data obtained from this testing will be used in annual report submissions. Note that this will be an ongoing evaluation, as dictated by our NPDES permit to ensure we are taking the necessary steps to meet the 0.5 mg/L Total P limit that will be mandated by 2030. The Lab and Operational Staff have begun the new regimen of PDOP lab testing and will continue to do so for the month of March. Should any issues come up, they will troubleshoot as needed.

#### **Woodman’s Lift Station and Sanitary Sewer Additions (Lakemoor):**

*[Project Update]* – This project is in the three (3) year maintenance period which was set to close on February 11, 2023. The District continues to work with Filippini Law Firm to wrap up the LOC documents that coincide with the closure of the maintenance period. The District notified Lakemoor in mid-October that we concluded our review of the documents that Lakemoor provided a few months back to close out the Woodman’s project. A copy of the payment schedule for the loan to date of \$1,278,865.75 was also provided to Lakemoor. The District recently received the missing easement documents from Lakemoor for the Woodman’s property and are currently under review.

#### **Buona Beef Restaurant (Lakemoor):**

*[Project Update]* – All sanitary related construction and testing was completed summer 2021. All sanitary sewer infrastructure was approved in February 2022 and as-builts have been received. This project update section will remain active while the District works through the water meter reading issues associated with Rainbow Cone / Buona Beef. Per an in-house conversation at the District, a baseline is expected to be established in the summer. See the next section for more details.





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### **Rainbow Cone at Buona Beef Site (Lakemoor):**

*[Project Update]* – Rainbow Cone held its grand opening on Monday, May 16<sup>th</sup> and the District has continued to monitor water usage observed at Buona Beef / Rainbow Cone to ensure that this development does not exceed its permitted PE. The District suspected inaccurate water meter readings due to abnormally high readings since May and we were notified in September that this was a result of the irrigation system being overran at night. As such, the owner will be looking into having a separate meter installed strictly for their irrigation system since it does not have any discharge into the sanitary system. In late September, the District notified the owner that due to the irrigation water we do not have any reliable readings for true water usage (irrigation vs. internal) and the District will have to wait a few more months for consistent readings to establish a trend and issue any potential credits. In essence, once the District feels that a trend can be established, we can re-evaluate. We will continue to monitor water meter readings for the next few months to ensure we are receiving accurate readings, and in turn, that we are billing appropriately.

### **Beech Street Senior Lofts (Island Lake):**

*[Project Update]* – The District received preliminary plans for a proposed development of Senior Living on Beech Street in Island Lake. The District is familiar with the previous establishment at that site, formerly known as Sheltering Oaks, which closed roughly 10 years ago. Following receipt of the plans was an escrow deposit check for plan/legal review. The plans were then sent to TAI and are currently under review as of mid-February.

### **In addition to the to the above projects, see below for more updates;**

- Five (5) escrow accounts were closed during the month of February as we were able to receive as-built drawings for projects. The accounts associated with the “Taco Bell” and “Lakemoor Common Lot 5” (four individual accounts for Buildings A, B, C, and D) are the accounts that were closed. As summarized on the escrow tracking report included in the monthly Board Meeting Packets, the District brought in \$25,772.28 in funds associated with plan/legal review and retained personnel hours for District staff who observed construction or testing for these projects.
- The District’s Junior Engineer, Jasmin Bait, has continuously proven to be a crucial part of the lab-testing regime. She performs all regular lab testing for one of the three days a week that the District performs testing. In any urgent instances where the Lab Technician, Emily Lecuyer, may be occupied with Operational tasks or out sick, the District can rely on Jasmin to cover lab testing when needed.





## **NORTHERN MORaine** **W R D**

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- Following a powerful storm in February, a few branches from a nearby tree fell behind the Admin Building. As shown below, one branch managed to puncture through the roof and ceiling. The decision was made to have all roofing, gutters, and downspouts of the Admin Building replaced. The Engineering Interns, Raul Galvan and Gustavo Hernandez, are working together to gather quotes for the repairs.



Fallen Branches Behind Admin Building



Branch Punctured through Roof and Ceiling







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## Engineering Intern Updates:

[Raul Galvan]

Raul's biggest project in February was taking on logistics for the renovation of the break room, along with Gustavo. Raul spent a good amount of time learning AutoCAD in order to draft a floor plan of the break room with accurate dimensions since one did not already exist. Using this sketch, he then contacted and requested quotes from the necessary contractors, including flooring, drywall, kitchen installation, and exteriors. Once all the quotes are in, Raul and Gustavo will schedule out the contract work so that they are done in the appropriate order. Raul has also been requesting quotes for other projects around the District, including a roof replacement for the Admin Building and a new diesel fuel dispenser. Between contractor site visits, Raul has continued to provide support where needed around the facility. He completed a few more GIS updates on the District maps and learned how to fly the drone to get some great aerial shots of the plant. He also recently took over the social media accounts for the District and has made two posts so far, so expect to see a weekly post from him in the future.

[Gustavo Hernandez]

Throughout the month of February, Gustavo continued his duties and responsibilities as resident engineer at the Holiday Hills Project. Gustavo observed the final installation for the force main at the lift station and along Lily Lake Rd. He also handled some complaints from neighbors and helped resolve those complaints. He supervised the force main pressure test at the Lift station on Holiday Hills, also performed detailed supervision of the Sanatory sewer installation, the 4 manholes installation, and all storm culverts installations on Hickory St. In addition, Gustavo has been working with Raúl on the quotes for the flooring, the kitchen, the roof, the insulation, the drywall, the restroom and the search for all the necessary accessories and fixtures for the break room remodeling. He had also been contacting and meeting with contractors for the remodeling of the break room in the Operations Building, Gustavo also collaborated in the search for quotes for the repair of the roof of the Admin Building.



## NORTHERN MORaine W R D

### DELINQUENT ACCOUNTS RECAP FOR February 2023

Revised: 2/28/23 by Elisa Fisher, District Clerk

#### \$150-\$300

##### 106 Active Accounts

Island Lake – 68 customers  
3 Liens - 65 Notices of Delinquency, 2 Final Water Shut Off Notices, 1 Payment Agreement  
Lakemoor – 29 customers  
2 Liens - 27 Notices of Delinquency, 1 Payment Agreement, 1 Final Water Shut Off Notice  
Port Barrington – 9 customers  
9 Notices of Delinquency

#### \$301-500

##### 50 Active Accounts

Island Lake – 28 customers  
28 Liens – 25 Water Shut Off Notices, 1 Final Water Shut Off Notices, 2 with water off  
Lakemoor – 13 customers  
13 Liens – 4 Water Shut Off Notices, 4 Sewer Disconnection Notices, 4 Final Notices of Delinquency, 1 Final Water Shut Off Notice  
Port Barrington – 9 customers  
9 Liens -- 1 Sewer Disconnection Notice, 8 Final Notices of Delinquency

#### \$501-\$1000

##### 11 Active Accounts

Island Lake – 5 customers  
5 Liens – 1 Sewer Disconnection Notice, 4 with water off  
Lakemoor – 3 customers  
3 Liens – 2 to be disconnected from sewer, 1 Sewer Disconnection Notice  
Port Barrington – 3 customers  
3 Liens - 1 to be disconnected from sewer, 2 Sewer Disconnection Notices

#### \$1001 and up

##### 6 Active Accounts

Island Lake – 2 customers  
2 Liens – 2 with water off  
Lakemoor – 3 customers  
3 Liens – 2 to be disconnected from sewer, 1 with water off  
Port Barrington – 1 customer  
1 Lien - 1 to be disconnected from sewer

**Delinquent Accounts total (active and inactive customers): \$49,976.65** (\$10,096.34 inactive accts)

**February 2022's report: \$43,634.03**

**February 2021's report: \$41,173.43**

#### MONTHLY ACTIVITY:

4821 Monthly Bills mailed 3/01/23 (for Feb service)  
444 Bills not mailed – customers prepaid on their accounts  
29 Water Shut Off Notices mailed 3/08/23  
9 Sewer Disconnection Notices mailed 3/08/23  
24 Liens released in February

101 Notices of Delinquency mailed 3/08/23  
12 Final Notice of Delinquency mailed 3/08/23  
13 Real Estate closings for February 2023  
39 Liens filed in February  
5 Final Water Shut Off Notices mailed 3/08/23



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## NORTHERN MORaine W R D

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### AGENDA ITEM # 9A

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Pending Trustee Appointments
<b><u>Staff Recommendation:</u></b>	Board Discretion
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

The term of office for Trustees Kenneth A. Michaels Jr. and Caretina Tellez will come to an end on April 30, 2023 and the process to provide for the appointment or reappointment of the trustee positions are underway. Two applications have been received for the pending vacancies and are attached for the Board to review.

#### **Recommendation:**

The Board adopted resolution 12-01 in 2012 in order to establish a clear-cut procedure to be followed each year as trustee's terms are coming to an end. It is recommended that the Board follow that procedure to the extent needed at its discretion. The content of resolution 12-01 is as follows:

1. No later than ninety (90) days in advance of the end of a Trustee's term, the District Clerk shall publish a Public Notice in the largest daily newspaper serving the majority of the District's service area announcing an opening on the board. That notice shall specify the Village or Villages, from which a trustee vacancy will occur and invite interested persons to submit a written letter of application, including contact information, a resume including a listing of qualifications as well as references and/or letters of recommendation. The Public Notice shall include a deadline for receiving applications such that they are available for review at the regular Board Meeting two (2) months preceding the scheduled term end. If an interested applicant resides in unincorporated Lake or McHenry County, and his or her residence has been annexed into the District, such applicant may apply as if he or she resided in the represented municipality, *i.e.*, Island Lake, Lakemoor, or Port Barrington, closest to his or her residence.
2. All applications received shall be forwarded to the Board of Trustees in the board packet for the regularly scheduled board meeting two months prior to scheduled term end. The District Clerk shall include a certification statement that the applicant is a resident of the Village from which a trustee is being sought or resides within the District's service area or is a customer of the District. Applicants shall be invited to attend the board meeting to discuss their interest in serving on the Board of Trustees. The Board of Trustees shall use this opportunity, at the Board's discretion, to interview and vet the candidates to confirm their qualifications, the sincerity of their interest in serving and to determine the candidates understanding of the need to serve the best interest of the District even when those interests conflict with the interests of the community within which they reside. This process shall be conducted during the open, public session of the meeting.
3. Following the interview or interviews, the Board of Trustees shall convene an Executive Session for the purpose of discussing personnel, during which the Board will deliberate on the candidates for the purpose of forming a consensus on any specific recommendations to the appointing authorities.





## NORTHERN MORaine W R D

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4. Upon reconvening in Regular Session, the Board President will announce any action taken during the Executive Session, or shall conduct any needed votes of the Board to determine a recommendation on any particular candidate or candidates. Should the Board vote to recommend any one specific candidate or candidates, the Board President shall direct the District Manager to forward a letter of recommendation conveying the Board of Trustees recommendation or recommendations, along with the applications of all interested parties received to the approval authorities.
5. The final appointment or reappointment is entirely at the discretion of the appointing authorities and the appointed Trustee, upon qualifications per the 1917 Sanitary District Act, shall be sworn in and seated at the first regularly scheduled board meeting following the appointment.
6. In the event of a sitting Trustee's term ends prior to an appointment or reappointment being made, that Trustee shall continue to serve until reappointed or replaced by the appointing authorities.
7. In the event that a mid-term vacancy occurs, the District Clerk shall initiate this process as soon as practicable and the deadlines for submission of applications and process may be shortened to accommodate any legal requirements of the appointing authorities.



### **LEGAL NOTICE**

The NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT announces that two positions will become open for appointment to the Board of Trustees with a term of office from May 1, 2023, through April 30, 2026. Any interested person residing within the corporate boundaries of the Village of Island Lake and the Village of Lakemoor may apply for this position. Applications for the position should be in writing and include name, address, telephone number, a complete resume and letter(s) of reference or recommendation.

Applications will be accepted in person at the NMWRD office, 113 Timber Trail, Island Lake, IL or by mail to PO Box 240, Island Lake, IL 60042 until 2:00 p.m. on Tuesday, February 28, 2023. At that time the District Clerk will forward all applications to the appropriate appointing authorities within the Illinois General Assembly for consideration.

Deborah Martin, District Clerk  
Northern Moraine Wastewater Reclamation District  
Island Lake, IL

KENNETH A. MICHAELS JR.  
BAUCH & MICHAELS, LLC  
53 West Jackson Boulevard, Suite 1115  
Chicago, Illinois 60604  
Office – direct: (312) 427-9696  
Email: kmichaels@bmlawllc.com

Education:

- The John Marshall Law School, now University of Illinois Chicago School of Law, Chicago, Illinois 1983
- Juris Doctor.
- Loyola University of Chicago, Chicago, Illinois 1980  
A.B. Ph., Bachelor of Arts in Philosophy.

Courts to which admitted to practice:

- State of Illinois, 1983;
- U.S. Supreme Court, 1995;
- U.S. Court of Appeals Seventh Circuit, 1983;
- U.S. District Court, Northern District of Illinois, 1983 and 1991 (trial bar);
- U.S. District Court, Eastern District of Wisconsin, 1991;
- U.S. District Court, Western District of Michigan, 2003;
- U.S. District Court, Northern District of Indiana, 2007;
- U.S. District Court, Central District of Illinois, 2011.

Educator:

- Adjunct Professor, Appellate Advocacy, Lawyering Skills, University of Illinois Chicago School of Law, 2020 to present.
- Adjunct Professor, Business Associations, 2021 to present.
- Adjunct Professor, Corporate Law, The John Marshall Law School, 2014-17.
- Adjunct Faculty/Instructor, Lawyering Skills Program, The John Marshall Law School, 1986-96.

Public Official:

- Trustee and President (formerly treasurer), Northern Moraine Wastewater Reclamation District (formerly Island Lake Sanitary District), Lake and McHenry Counties, Illinois, 1994 to present.

Community service:

- Board of Directors, Executive Committee, and Secretary, Midwest Young Artists Conservatory – premier youth and young adult orchestras and music programs, 2010 to present.
- Eucharistic Minister and Lector, liturgical administrator, and various committees, Archdiocese of Chicago, Transfiguration Parish, Wauconda, Illinois, 2012 to present.
- Candidate, Diaconate Studies Institute, University of St. Mary of the Lake, 2021 to present.

- Volunteer, Emmaus House (charitable organization and food pantry), Lake Zurich, Illinois.

Published Works:

- *Chapter 7: Mechanics Liens in Bankruptcy*, Illinois Mechanics Liens (co-authored with Carolina Y. Sales) (IICLE 2023).
- *Breaches of Fiduciary Duty and Exculpatory Clauses in Illinois Condominium Declarations*, 55 UIC Law Review 289 (2022).
- *Chapter 6: Liability Problems*, Condominium Law: Daily Operational Challenges (IICLE, 2021).
- *Chapter 7: Distressed Condominium Developments*, Condominium Law: Daily Operational Challenges (IICLE 2021).
- *Chapter 9: Representing the Condominium Association*, Condominium Law: Daily Operational Challenges (IICLE 2021).
- *Chapter 8: Conversion of Existing Structures*, Condominium Law: Governance, Authority, and Controlling Documents (IICLE 2021).
- Interview on subject of attorney advertising and cover story, *Chicago Lawyer*, magazine, 2019.
- Monthly legal articles on developments of condominium and homeowner association law for the Illinois Institute of Continuing Legal Education *Flashpoints*, 2016 to present.
- Illinois Institute of Continuing Legal Education, *Condominium Law*, Chapter 15, *Association and Owner Liability*, 2009, 2012 (supplement), and 2016; and Chapter 6, *Condominium Conversions of Existing Structures*, 2016.
- *Internet Privacy Protection: Complying with COPPA*, 14 Chicago Bar Record 56 (April 2000).
- *A Primer on Robert's Rules of Order*, 11 Chicago Bar Record 47, (September 1997).
- Trubow, George, *Privacy Law and Practice* 1988 (assisted editor in preparation and prepared annual updates thereafter).
- *False Light Privacy Actions: Constitutional Constraints and Standards of Proof of Fault* (Co-Authored with George B. Trubow), 20 John Marshall Law Review 854, 1987.
- *Privacy Rights in Cordless Telephone Conversations, Privacy Rights in Education Records, and the Good Faith Exception to the Exclusionary Rule* (Co-Authored with George B. Trubow and Ralph Ruebner), 18 John Marshall Law Review 1017, 1985.
- *Liability of a Business Computer User for Improper Disclosure of a Customer's Personal Financial Information* (Co-Authored with George B. Trubow and Ralph Ruebner), 17 John Marshall Law Review 991, 1984.
- *Bellona v. Exurb Media Corp.: Bench Memorandum* (Co-Authored with Karen Kochanowski), 16 John Marshall Law Review 165, 1982.

#### Awards and Honors:

- Archdiocese of Chicago, Christifideles Award, 2016;
- Lake County Cares – I Care Award 2015 for volunteer services;
- Women in Development Achievement Award 2015 – recognition for volunteer services;
- Illinois Association of Wastewater Agencies, Public Official of the Year, 2013;
- First Fellow, Center for Informatics Law, 1988 – 1989.

#### Public Speaking:

- Presentation on Enforcing Condominium Rules and Regulations before the Chicago Bar Association Condominium Subcommittee, 2021.
- Lecture on Condominium Rules Enforcement, Chicago Title and Trust Company, 2019.
- Liturgical lector at masses, 2013 – present.
- Presentations on *Developing Christian Love for Others*, and on *Healing Loss through the Holy Spirit*, Light of the World Retreats, 2017 and 2022.

#### Membership:

- American Bar Association, including Business Law Section; Real Property, Probate and Trusts Section; Litigation Section; Construction Law Section; Tax Section; and Law Practice Division.
- Illinois State Bar Association.
- Chicago Bar Association, especially active on Condominium Law Subcommittee of the Real Property Committee.
- Scribes, The American Society of Legal Writers.

#### Monthly Articles:

- Monthly legal articles on developments of condominium and homeowner association law for the Illinois Institute of Continuing Legal Education *Flashpoints*, 2016 to present.
  - New Line of Attack Against Condo Board Rules and Regs, Sept. 2016;
  - A Tale of Two Cases and One Defective Roof – Part 1, Oct. 2016;
  - A Tale of Two Cases and One Defective Roof – Part 2, Nov. 2016;
  - Another Brick in the Wall of Implied Warranty of Habitability: *Board of Managers of 1120 Club Condominium Assn v. 1120 Club, LLC*, Dec. 2016;
  - New Legislation for 2017, Jan. 2017;
  - It's a Dog-Eat-Dog World, Feb. 2017;
  - Our New CCIC Ombudsperson, Mar. 2017;
  - ADR and Agency Authority in the Declaration and Bylaws, Apr. 2017;
  - Productive Day for the First District, May 2017;
  - Should Cond Associations' Board of Directors Adopt Ethics Codes?, June 2017;
  - Board's Delegation of Power Remains Unanswered, July 2017;
  - Subcontractor's Insurer Had Duty to Defend Other Contractors Under Commercial General Liability Policy, Aug. 2017;



- Corporate Fiduciary Duties Originated from a Trustee's Duties, Sep. 2017;
- An Introduction to Fiduciary Duties Owed by a Condominium Director, Part 2, Oct. 2017;
- An Introduction to Fiduciary Duties Owed by a Condominium Director, Part 3, Nov. 2017;
- Appellate Court Slams Fannie Mae for Failing to Pay Assessments for Ten Months After Purchasing Unit at Foreclosure Sale, Dec. 2017;
- Amendments to Section 19 of Condominium Property Act Open More Records to Unit Owner Access, Jan. 2018;
- Are Your Association's Section 22.1 Disclosures and Processes Exposing It to Litigation?, Mar. 2018;
- Distraction or Forgetfulness Exception to Open and Obvious Doctrine Compels Recognition of Association's Duty to Occupant using Slippery-When-Wet Stairs, Apr. 2018;
- A Conflict Is Created in the First District on Whether Foreclosure Purchasers Must Make Post-Foreclosure Sale Assessment Payments Promptly, May 2018;
- Resolution of a Long Open Issue – What Constitutes “Institution of an Action” as a Precondition to Collection Six Months of Assessments Against Foreclosure Purchaser, June 2018;
- Appellate Court Recognizes an Action Against Association for Violating First Amendment Guarantees, Clarifies Due Process Which Must Be Afforded, and Broadly Expands Directors' Fiduciary Duties, July 2018;
- Some Deteriorating Balconies in Condominium Complex Held to Present Immediate Danger Necessitating Board Action Without Unit Owner Referendum to Veto Special Assessment, Aug. 2018;
- Two Examples of Condominium Associations Meeting Bankruptcy Law, Sep. 2018;
- Condominium Deconversions: Unit Owners Have Few Legal Remedies to Protect Themselves from Developers, Oct. 2018;
- Associations Must Adopt a Written Policy for Resolving Complaints, Nov. 2018;
- Department of Human Rights Chose Not to Act in a Smoke Infiltration Case, Dec. 2018;
- Illinois Supreme Court Overrules 35 Years of Contract Law Protecting Homeowners Through the Implied Warranty of Habitability, Jan 2019;
- Condominium Directors Have a Greater Right to Examine Association Records, But it is a Qualified Right, Feb. 2019;
- A Unit Owner Videotaping Another Unit Owner and Threats of Arrest Did Not Create Civil Rights Liability or Actionable Intrusion into Seclusion, Mar. 2019;
- Appellate Court Punts Section 22.1 Costs Question Back to the Trial Court, Apr. 2019;
- More Recent Dismissals of Human Rights Act Cases Against Associations, May 2019;

- American Bankruptcy Institute Report Calls for Fixing Hardships Flowing from Non-dischargeability of Condominium and HOA Assessments, June 2019;
- The Process to Adopt Special Assessments, July 2019;
- New Consumer Debt Judgment Amendments May Impact Association Collections; Also, Illinois Proscribes Some Proscriptions on Cannabis in the Unit, Aug. 2019;
- Two Human Rights Cases Pertaining to Medical Marijuana and Service Animals Dismissed for Lack of Substantial Evidence, Sep. 2019;
- Appellate Court Disregards Covenants with the Land in Finding Fiduciary Duties Exist, Oct. 2019;
- Seventh Circuit Joins Section 22.1 Disclosure Costs Battles Finding for Property Managers and Their Vendors, Nov. 2019;
- Two More Human Rights Cases in Favor of Associations and a Proposed Rule Exempting Condominium Residents and Occupants from the New Parking Tax, Dec. 2019;
- The Supreme Court Retracts *Waste Management's* Common-Interest Exception to Attorney-Client Privilege, Jan. 2020;
- Section 9(g)(3) Post-Foreclosure Sale Prompt Payments Revisited and Unified within the First District, Feb., 2020;
- Condominium Attorneys' Fees Held Not to be Consumer Debt under FDCPA, Mar. 2020;
- What Can an Association Do about Forbearing Assessments, Amending Budgets, or Deferring Projects?, Apr. 2020;
- Where a Unit Owner has Obtained a Bankruptcy Discharge, the Association's Appropriate Remedy to Enforce Its Lien is Foreclosure, May, 2020;
- First District Further Confuses Post-Foreclosure Assessments and Obligations Under § 9(g) of the Condominium Property Act, June 2020;
- Court Recognizes Action for Breach Of Fiduciary Duties against Bulk Sale Purchaser of Condo Unit Notwithstanding Section 15, July 2020;
- Finding of Pretext May Undermine Even a Legitimate Nondiscriminatory Basis for Action Taken in Retaliation for Civil Rights Violations, Aug. 2020;
- Federal Best Practices and Illinois Legislation on Reasonable Accommodations of Service and Support Animals, Sep. 2020;
- Enforcing Mask Rules in the Association's Enclosed Common Elements, Oct. 2020;
- Freedom of Contract v. Public Duty: Professionals with Specialized Knowledge May be Liable for Negligent Misrepresentation, Nov. 2020;
- A New IICLE Condominium Law Treatise and Holiday Glogg of Opinions, Dec. 2020;
- New Rules, Orders, and Mandates Impact on Association Collections, Jan. 2021;
- What Should Meeting Minutes Show?, Feb. 2021;

- Association Directors Owe a Duty of Candor to Unit Owners Under Investigation for Rules Violations, Mar. 2021;
- Updated Orders and Ordinances on Residential Evictions, Apr. 2021;
- Association Directors Deprived Unit Owner of Opportunity to be Heard by Failing to Serve Proper Notice of Rules Violation Hearing, May 2021;
- Court Upholds Extinguishing Association Lien Through a Deed in Lieu, June 2021;
- How Condominium Boards Maintain the Property, July 2021;
- Airbnb Rentals Held to Not Violate Prohibition against Leasing But to Violate Prohibition against Conducting Business on the Property, Aug. 2021;
- First District Extends *Sienna Court* to Vitiolate General Contractor Liability for Implied Warranty of Habitability, Sep. 2021;
- Appellate Court Affirms Dismissal of Retaliation Charges Brought by Unit Owner Against Management Company and Association, Oct. 2021;
- Illinois Appellate Court Recognizes Private Action against Property Manager for Excessive Charges under § 22.1 of the Act, Nov. 2021;
- Legislature Creates Administrative Process to Remove Unlawful Restrictive Covenants from Property Records, Dec. 2021;
- No Implied Right of Action under Chicago Self-Certification Permit Program, Jan. 2022;
- Appellate Court Affirms Broad Board Authority to Govern but Recognizes a Fiduciary Duty Without any Basis, Feb. 2022;
- Court Holds That “Shall” in Language Accelerating Special Assessment is Permissive, Not Mandatory, and that an Eviction Court can Hear Matters Outside its Limited Jurisdiction, Mar. 2022;
- Appointing a Receiver for Condominium Property, Apr. 2022;
- Third District Affirms Dismissal of Insurer’s Declaratory Judgment Action against Association after Insurer Declined Appraisal under Policy, May 2022;
- Appellate Court Affirms Denial Of Prejudgment Interest on Insurance Payment Made Pursuant to Declaratory Relief Action, June 2022;
- Interpreting Ambiguous Easement Language for Parking and Driveway, July 2022;
- Developer Liable for Assessments for Units He Never Built, Aug. 2022;
- Insurer Not Liable For Judgment Against Insured General Contractor Where No Actual Notice Of Lawsuit, Sep. 2022;
- Board Elected Outside Requirements of the Condominium Property Act Negated Notwithstanding Lack of Objection and Participation by Unit Owners, Oct. 2022;
- Even Weak Claims are Sufficient to Trigger an Insurer’s Duty to Defend Under a D&O Policy, Nov. 2022;
- Supreme Court Reverses Appellate Court Holding that Price Limits in § 22.1 are not for Benefit of Unit Seller, Dec. 2022.



## Caretina Tellez

224-619-4644

Caritellez@yahoo.com

McHenry, IL 60051

## SUMMARY

Accomplished Sr HR Representative with a passion to lead, inspire and develop others. Strategic thinker with ability to achieve results while building relationships at all levels in the organization. Strong interpersonal skills with proven ability to communicate, influence and motivate executive business partners, managers, teammates, cross functional groups and individuals/teams to deliver business results.

## SKILLS

- Excellent interpersonal, oral and written communication skills Strong attention to detail and high level of accuracy Microsoft Office (word, excel, power point, outlook), ADP
- Enterprise, SAP, Success Factors, Sales Force, Red Carpet, and Applicant Tracking systems, Organizational skills
- Excellent time management skills with a proven ability to meet deadlines
- Succession Planning
- Strong business partnering skills, including problem solving skills, critical thinking ability, coaching skills
- Presentation Development and Delivery
- Cross-Functional Collaboration
- Human Resources

## EXPERIENCE

### Sr HR Representative

Bannockburn, IL

Stericycle/ Oct 2021 to Current

- Establish and maintain trusted relationships around organization to optimize business and employee experience.
- Analyze data that may include turnover reporting headcount summaries, exit interview data, internal/external market data and make recommendations to management based upon analysis.
- Collaborate with managers and employees to resolve employee relations issues; investigate and guide to wise decisions, prepare/help prepare corrective actions, facilitate involuntary terminations. Monitor employee relations throughout assigned area for development or in analyzing actual trends, issues and problems, and assist local management with addressing issues.
- Provide assistance with FMLA, ADA, harassment and discrimination policies and procedures interpretation.
- Assist in the development and facilitation of programs to promote positive employee relations. Provide guidance to management and team members on complaints, or concerns, educating supervisors to routinely audit workplace environment. Keep management informed regarding current regulations.
- Succession Planning, 9 Box Model.

- Conduct new employee orientation to introduce employees and Interns to policies, culture and objectives.
- Work with Talent Acquisition and Compensation Department in developing job documentation criteria for new and evolving positions.

#### **HR Data Compliance Processor Sr**

Bannockburn, IL

Stericycle/ Feb 2014 to Oct 2021

- Manage HRIS Database and perform payroll functions for over 14,000 employees
- Work closely with HR Business Partners, Leadership Team Members, people managers, and employees working in a variety of locations (field, corporate and global) to ensure confidential documentation such as bonuses, merit increases, termination and new hire forms have been filled out accurately before submission
- Assist in various projects and training
- Review daily reports in detail and resolved any identified discrepancies
- Timely and accurate processing of HR Data transactions that include, terminations, counseling forms, pay increases, reporting manager changes, performance reviews

#### **Administrative Assistant**

Northbrook, IL

Stericycle/ Mar 2007 to Feb 2014

- Organized and facilitated conferences and special events, including setting up catering and preparing all supporting materials
- Ensure, and maintain confidentiality of all communications and documentation
- Drafted and edited correspondence, reports, and presentations for senior business leaders
- Performed word processing and created excel spreadsheets for data analysis
- Planned Directors travel arrangements including air travel, hotel, car rental accommodations, and preparation of meeting agendas and materials
- Maintain employment records Human resources support Employee training
- Event management

## **EDUCATION AND TRAINING**

#### **SHRM – SCP Certification**

Northwestern University Expected in Jan 2023

Chicago, IL

#### **High School Diploma**

McHenry High School East Campus Jun 1998

McHenry, IL

## **LANGUAGES**

Bi-lingual in English and Spanish



## **NORTHERN MORaine** **W R D**

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### **AGENDA ITEM # 10B**

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Public Hearing: IEPA Preliminary Impacts Determination for Proposed Wastewater Projects
<b><u>Staff Recommendation:</u></b>	Conduct a Public Hearing for the IEPA Preliminary Impacts Determination for Solar Array project, UV Disinfection project and the Garage Replacement projects
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

The District has been actively pursuing funding for several projects during the course of the last 3 years. In particular, we are most interested in those opportunities that exist that have some grant component or loan forgiveness. Since there are some required matches for many of the grants available, we have put our projects in line for SRF funding so that we can capitalize on grants that we receive without utilizing significant cash reserves.

In anticipation, the District took the step of the first step of getting on the IEPA SRF fund list in March of last year. At this time, we need to take the next step, which is to hold a public hearing on the project to ensure that the public has adequate time and opportunity to comment on any potential environmental impacts that our projects may have. Those impacts are identified in the attached PEID. A public notice was published in the NW Herald and a copy of it is attached.

#### **Recommendation:**

District Staff recommends conducting the public hearing and answering any questions that the public may have. The minutes for the public hearing will be transmitted to the IEPA.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote





## Memorandum

**Date:** 3/8/2023  
**To:** Mohammed Haque, Northern Moraine WRD  
**From:** Jillian Kiss, PE  
**Subject:** Project Planning Approval for IEPA Facilities Plan

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In October 2022, Trotter and Associates, Inc. (TAI) submitted a copy of the District's 2014 Facility Plan Update with a supplemental memo on behalf of the District to the Illinois Environmental Protection Agency (IEPA). The Facilities Plan submittal met the Agency's Facilities Plan Requirements for Loan Projects. The intent is to be eligible for low-interest loan funding through the Water Pollution Control Loan Program administered by the IEPA for several wastewater system improvements. The projects identified in the Facilities Plan to potentially receive funding are as follows:

1. **Garage and Personnel Building Replacement** – New garage and personnel building to replace the existing buildings.
2. **UV Disinfection** – Retrofit the existing chlorine contact tanks with UV disinfection equipment.
3. **Solar Renewable Energy** – Install solar panels and supporting system to generate electricity and offset approximately 100% of the facility's annual electrical power consumption.

Project Planning Approval is the first step in the loan application process. To receive Project Planning Approval by the IEPA's Infrastructure Financial Assistance Section, loan applicants are required to conduct a public hearing regarding the project planning and make available a document from the IEPA called a Preliminary Environmental Impact Determination (PEID). The PEID provides information regarding the potential environmental impacts of the proposed project(s). The public hearing must be held within 60 days of receiving the PEID. Additionally, the public hearing notice must be published 10 days in advance with a public comment period of at least 10 days after the hearing. Once the above requirements are completed, the loan applicant's project(s) will be approved and reserved on the IEPA's Intended Funding List for the upcoming fiscal year.

The District published the public notice for a hearing to occur at the District's March 14, 2023 Board Meeting in the Northwest Herald and posted it on the District's website.. All comments from the public must be received by March 24, 2023.

The IEPA's deadline for project planning approval and to be included on the upcoming fiscal year's Intended Funding List is March 31st. Projects listed on the Intended Funding List are guaranteed loan funding in that fiscal year (July 1 – June 30). Otherwise, loan applicants must wait for the bypass period (January 1 – March 15) to see if the Program has funds available to fund the project.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

## Project Summary and Preliminary Environmental Impacts Determination

Date: **MAR 01 2023**

Loan Applicant: Northern Moraine Wastewater Reclamation District (NMWRD)

IEPA Loan Project Numbers: L176371; L173672; L176373

To all interested persons:

Section 365.330 of the Illinois Procedures for Issuing Loans from the Water Pollution Control Loan Program requires that the Illinois Environmental Protection Agency (IEPA) conduct an assessment of the environmental impacts of proposed wastewater projects to be funded with loans. This review is carried out in conjunction with the Agency's review of the applicant's project plan.

Prior to final approval of the project plan, the public's comments are sought regarding environmental impacts of the proposed project. Unless new information obtained through the public comment process causes reconsideration, the Agency will approve the project plan at the close of the public comment period.

The applicant will make the attached Project Summary and Preliminary Environmental Impacts Determination (PEID) available for public inspection. Within 60 days of receiving this letter, the applicant must conduct a public hearing regarding both the PEID and project planning. Advertisement of the hearing must be made at least 10 days in advance. The advertisement must include the purpose of the project along with the date, time, and location of the hearing. A comment period of at least 10 days shall be provided after the hearing in which written comments may be submitted to the loan applicant or to the IEPA contact person identified in the attached document.

For information purposes only, a copy of this document is being provided to your local newspaper.

Your participation in this process is appreciated.

Sincerely,

Heidi Allen  
Pre-Construction Unit Manager  
Infrastructure Financial Assistance Section  
Bureau of Water

HA: GL: n:\bow\grants\com\_docs\lambert\projects\northern moraine wrd\6371 6372 6373\nmwwrd peid 6371 72 73.docx

### Attachment

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760



## **Project Summary and Preliminary Environmental Impacts Determination (PEID)**

The following project summary and environmental assessment has been prepared by the IEPA to assist the loan applicant in complying with the public notice requirements. Information in this report was obtained, in part, from the following sources: the 2014 Facility Plan Update, dated April 2015; Supplemental Memorandum, dated October 2022, all prepared by Trotter & Associates, Inc.

### **Part I – Project Information**

**Loan Applicant:** Northern Moraine Wastewater Reclamation District (NMWRD)

**Project Name:** Wastewater Treatment Facility (WWTF) Upgrades

**Project Number:** L176371; L173672; L176373

**County:** McHenry

**Current Service Population:** 15,614

**Future Population (20 year):** 27,921

**Project Description:** Solar Array (L176371)- The project includes building a solar array located south of the existing WWTF site on property owned by the NMWRD. The proposed system would utilize 1,884 solar panels, generating 450 Watts each, equating to a system size of 847.8 kW. The existing electric utility will be replaced with 100% self-sustaining, renewable solar energy.

Ultraviolet Light (UV) Disinfection (L176372)- The project includes conversion of the WWTF disinfection process from chlorine chemical addition to UV light disinfection. One existing chlorine contact tank will be converted into a concrete channel. Disinfection units, gates, aluminum canopy, and channel plating will be installed.

Garage Replacement (L176373)- The existing garage and operator breakroom will be demolished. The new 4,600 square foot building will include garage space for NMWRD vehicles and equipment, with attached storage space. 2,600 square foot of breakroom space will be attached to the new structure.

**Project Location:** 420 Timber Trail, Island Lake, Illinois.

**Project Justification:** Solar Array (L176371)- NMWRD currently utilizes traditional electric utility to supply approximately 1,246,000 kWh to the treatment plant annually. With an end goal of net zero energy use through energy efficiency and renewable energy generation, a comprehensive solar panel system would create significant energy savings in a 30-year projection, and a multitude of practical and environmental benefits. Estimated cost is \$3,500,000.00.

Ultraviolet Light (UV) Disinfection (L176372)- UV Disinfection is an environmentally friendly method of disinfecting wastewater. Micro-organisms, including viruses, are inactivated when exposed to UV light in a controlled environment and dosage. The UV causes a physical reaction with the organism. This reaction prevents cell division and reproduction of potentially dangerous organisms and viruses. Estimated cost is \$1,900,000.00.

Garage Replacement (L176373)- The existing garage was constructed in 1986 as a pole barn on a concrete slab. Pole barns have a typical service life of 30 years. The existing garage has reached the end of its service life and requires replacement. The proposed building will contain a garage space for NMWRD vehicles and equipment with an attached storage space. Vehicles and equipment necessary to keep the treatment plant in good condition will be better protected, and temperature regulated. Operators and treatment plant staff will be better equipped for healthy, comfortable, and cohesive meals and breaks, allowing for higher overall productivity. Estimated cost is \$3,000,000.00.

**Construction Time Frame:** Construction is projected to begin in April of 2024 and will take approximately 1 year to complete once in progress.

**Project Cost Estimate:** \$8,400,000.00

## **Part II – Environmental Review and Impacts**

**Project construction impacts:** Temporary adverse environmental impacts such as construction-associated noise, blowing dust, air emissions, traffic disruption, and soil erosion will likely occur during construction.

**Illinois Department of Natural Resources-Office of Historic Preservation Agency:** The District submitted project information to the Illinois Department of Natural Resources, Illinois State Historic Preservation Office (IDNR-SHPO) for compliance with section 106 of the National Historic Preservation Act. IDNR- SHPO indicated there are no historic properties affected by the proposed projects and the NMWRD is in compliance with the National Historic Preservation Act.

**Illinois Department of Natural Resources:** The loan applicant submitted project information to the Illinois Department of Natural Resources (IDNR) EcoCAT to determine compliance with the Illinois Endangered Species Act, Illinois Natural Areas Preservation Act, (Title 17 Illinois Administrative Code Part 1075) and the Illinois Interagency Wetlands Policy Act of 1989 (Illinois Administrative Code Part 1090). IDNR determined the UV sterilization (L176372), and Garage Replacement (L176373) were both in compliance with Title 17 Illinois Administrative Code Part 1075 and 1090.

The Solar Array (L176371) project has requirements that need to be followed to preserve the integrity of natural resources. The NMWRD shall incorporate all required environmental protective and mitigative measures into the design and bidding specifications for construction of the projects. The IDNR letter dated March 13, 2022, identified protected resources (Blanding's Turtle, Cotton Creek Marsh Illinois Natural Areas Inventory (INAI) Site & Cotton Creek Marsh Nature Preserve) that may be in the vicinity of the project location that require actions to avoid

adversely impacting these resources. Given the recommendations below are adopted, the Department concluded adverse effects are unlikely.

**IDNR recommendations for Solar Array (L176371) project:** The state-listed Blanding's turtle is known to occur in the vicinity of this project. The Department recommends all construction on the project occur during the Blanding's Turtle's inactive season from approximately November 1<sup>st</sup> to March 1<sup>st</sup>. If construction must occur during the active season the following steps will be taken during construction:

- Educate personnel working on site about the Blanding's Turtle. Post photos of juvenile and adult Blanding's turtles at a central location.
- Install exclusionary silt fence around the project area to prevent turtles from entering.
- Conduct daily inspections during construction to ensure that exclusionary fencing is properly installed (dug into the ground) and to check if turtles are present.
- Trenches should be covered at the end of each workday. Before starting each workday, trenches and excavations should be routinely inspected to ensure no turtles (or other wildlife) have become trapped within them.
- Exclusionary 6-inch curbing around parking lot areas should be incorporated into project plans to prevent any turtles from entering parking lots and being crushed by vehicles.
- If Blanding's turtles are encountered, crews should stop work immediately, allow the turtle to move out of the way and contact IDNR at 815/675-2386, ext. 216.

The project area is adjacent to Cotton Creek Marsh Nature Preserve. To avoid impacting these areas, the following steps will be taken during construction:

- Only natural sand and/or gravel should be used as fill for this project and it is readily available nearby.
- Equipment should be washed before entering the work site.
- Soil erosion and sediment control BMP's should be implemented and properly maintained.

**US Army Corps:** The District submitted project information to the U.S. Army Corps of Engineers (USACE) to determine USACE jurisdiction. The USACE determine no permit was required in an October 7, 2022 letter.

**Illinois Department of Natural Resources-Office of Water Resources (IDNR-OWR):** No consultation was required.

### **Part III – Project Affordability for Residents and Utility Customers**

**Total Estimated Project Costs:** \$8,400,000.00

The applicant is proposing to finance the project costs with three loans from the IEPA Water Pollution Control Loan Program (WPCLP). Loans totaling \$8,400,000.00 with an estimated

interest rate of 1.24% for a twenty (20) year period, would have an annual repayment of approximately \$476,815.89.

The interest rate adjusts annually on July 1<sup>st</sup>. All loans are subject to the interest rate in effect at the time a loan agreement is issued. The loan program rules include provisions for incentives such as reduced interest rates, partial principal forgiveness, and extended repayment periods for qualifying applicants. The criteria used to determine incentive qualifications are found in Section 365.210 and 365.250 of the Procedures for Issuing Loans from the WPCLP, which is available on the Agency's website. The final decision for incentive qualifications will be determined at the time a loan agreement is issued using updated Census Bureau and Department of Labor data. Using current data, NMWRD is not eligible for any incentives. The Agency adjusts qualifying criteria annually on July 1<sup>st</sup> and the community specific information is also subject to change.

**Source of Loan Repayment:** NMWRD proposes to repay the loan with user charges. The NMWRD completed a Strategic Financial Plan Model Review in March 2020 which considered sewer rate and connection fee increases to self-fund the proposed projects. NMWRD rates are adjusted annually, in April.

**Scheduled Rate Increases are as follows:**

- 8.0% in FY 2022-FY 2026
- 4.0% in FY 2027-FY 2029

**Average Monthly Residential Water Use:** 10,000 gallons

**Current Average Monthly Residential Cost of Service:** \$42.50 per month

**Projected Average Monthly Residential Cost of Service:** \$42.50 per month or \$510.00 annually.

**How is the monthly residential rate/cost of service calculated?** Current users pay a fee of \$42.50 for the first 10,000 gallons consumed. Since 95% of users consume less than 10,000 gallons per month, that is the average monthly user rate. Usage above 10,000 gallons a month is charged \$4.25 per 1,000 gallons consumed per month.

**Number of Service Connections:** 5,495 customers.

**Median Household Income (MHI):** The majority of the NMWRD population is contained within the Villages of Island Lake, Lakemoor and Port Barrington. The Island Lake MHI is \$83,970; Lakemoor is \$80,966; Holiday Hills is \$53,751; and Port Barrington is \$137,583. The prorated MHI for the District as a whole is therefore \$87,169.

**Financial Evaluation of the Proposed Project:** To evaluate the costs of the proposed project for the community, a percentage comparison of the MHI to the average, annual cost for water services is utilized. The prorated MHI listed above is from the current year's census information. The projected annual cost of service is \$510.00, which is 0.59% of the MHI. The percentage is for comparison only and has no impact on whether a project qualifies for funding from the IEPA. The

percentage comparison and MHI are two of several criteria used to determine whether a loan project qualifies for interest rate reductions or principal forgiveness.

**Public comments are invited on the proposed project. For further information contact:**

George Lambert, Project Manager  
Infrastructure Financial Assistance Section  
Illinois Environmental Protection Agency  
Bureau of Water

1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
(217)782-2027

SHAW MEDIA  
EST. 1851  
PO BOX 250  
CRYSTAL LAKE IL 60039-0250  
(815)459-4040

ORDER CONFIRMATION (CONTINUED)

Salesperson: BARBARA BEHRENS

Printed at 03/02/23 09:35 by bbeh-sm

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Acct #: 10002435

Ad #: 2060234

Status: New

**PUBLIC NOTICE**

Notice of Public Hearing

The Northern Moraine Wastewater Reclamation District (District) has submitted a loan application to the Illinois Environmental Protection Agency seeking funds for three separate projects related to safeguarding public health by improving the Northern Moraine wastewater treatment facility. The Solar Array Project is comprised of constructing a solar array next to the facility boundary that will contribute to net zero energy use at the facility. The UV Disinfection Project will convert the existing chlorine disinfection system to a UV disinfection system utilizing UV light technology. The Garage Replacement Project will demolish the existing pole barn garage and breakroom building, replacing it with a single, new building serving both purposes. The Section 365.330 of the Illinois Procedures for Issuing Loans from the Water Pollution Control Revolving Loan Program requires that the IEPA conduct an assessment of the environmental impacts of the proposed drinking water and wastewater projects to be funded with loans. Prior to final approval of the plan, the public's comments are sought regarding environmental impacts of the proposed project.

The IEPA has reviewed the above District plans and has determined all projects to be technically sound and cost-effective. Unless new information gained from the public causes a reconsideration, the Agency will approve the facilities plans for each project at the close of the public comment period.

The District is making available for public inspection and comments a Project Summary and Preliminary Environmental Impacts Determination (PEID) for the Solar Array project, the UV Disinfection project, and the Garage Replacement project. These documents are available for public inspection at the District Offices, 113 Timber Trail Road, Island Lake, Illinois at any time during regular business hours. A copy of the document may also be viewed online at the Northern Moraine Wastewater Reclamation District website, [www.nmwr.org](http://www.nmwr.org).

A public hearing will be held for the purpose of receiving comments on the Project Summary and Preliminary Environmental Impacts Determination for these three projects on March 14, 2023 at 7:30 PM. The public hearing will be held in the NMWRD Offices at 113 Timber Trail, Island Lake, Illinois. Written comments on these Project Summaries and Preliminary Environmental Impacts Determinations may be submitted at any time up to and including March 24, 2023. Written comments may be submitted by mail to either of the following:

Elisa Fisher, District Clerk, NMWRD 113 Timber Trail Island Lake, Illinois 60042	George Lambert, Project Manager Infrastructure Financial Assistance Section Illinois Environmental Protection Agency Bureau of Water 1021 North Grand Avenue East P.O. Box 19276 Springfield, Illinois 62794-9276
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Elisa Fisher, District Clerk  
Northern Moraine Wastewater Reclamation District

(Published in the Northwest Herald March 4, 2023)  
2060234



## **NORTHERN MORaine** **W R D**

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### AGENDA ITEM #10C

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Payment Request #10 – Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1
<b><u>Staff Recommendation:</u></b>	Motion to approve Pay Request #10 to Trine Construction for the Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$313,652.40.
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

Pay application #10 primarily covers culvert removal and replacement along Sunset Drive and dewatering on Hickory Street. Retainage of 5% in the amount of \$325,875.25 remains withheld from the payment requests. The payable amount, less retention, and past payments, is \$313,652.40. The payment has been reviewed and approved by Trotter and Associates.

To date, 100% of the underground sewer along Holiday Drive, Sunset Drive, and Alternates A-D have been installed and 100% all forcemain on the project have been installed. Restoration still remains in several parts of the project and is expected to be completed as soon as weather permits and asphalt plants open back up.

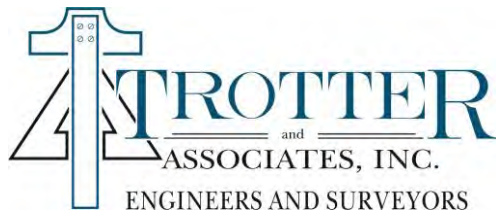
#### **Recommendation:**

It is the recommendation of the District Manager to Approve Payment Request #10 for the Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1 Project in the amount of \$313,652.40 subject to receipt of all waivers, certified payrolls and formal approval by Trotter & Associates.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote





## Transmittal Sheet

<b>To:</b>	Mohammed Haque	<b>From:</b>	Dan Gillespie
	Northern Moraine Wastewater		Trotter and Associates, Inc.
	Reclamation District		
	113 Timber Trail		40W201 Wasco Road, Suite D
	Island Lake, Illinois 60042		St. Charles, Illinois 60175
			(630) 587-0470

<b>Date:</b>	March 10, 2023	<b>Project:</b>	NMW082 – Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1
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### Enclosed please find the following documents/information:

1	Recommendation of Payment
1	Pay Request
1	Certified Payroll
1	Pay app waivers

### The above documents/information are submitted:

<input type="checkbox"/> As requested	<input type="checkbox"/> For your signature
<input checked="" type="checkbox"/> For your approval	<input type="checkbox"/> For your information and files

### Comments:

Mohammed,

Please find a copy of Recommendation of Payment #10, Pay Request #10, Certified Payroll, and the Waivers for pay app #9 for the **Holiday Hills/Le Villa Vaupell Sewer Extension – Phase 1 Project**.

Please contact me if you have any questions.

Thank you,  
Dan Gillespie



RECOMMENDATION OF PAYMENT NO. 10  
ENGINEER'S PROJECT NO: NMW-082

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: TRINE CONSTRUCTION CORP.  
CONTRACT FOR: HOLIDAY HILLS/LE VILLA VAUPELL SEWER EXTENSION –  
PHASE 1

APPLICATION DATE: March 3, 2023  
PERIOD ENDING: March 3, 2023

APPLICATION AMOUNT: \$313,652.40

TO: Northern Moraine Wastewater Reclamation District  
OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above.

Based on the following this Application meets the requirements of the Contract Documents: The Districts onsite review of the quality and progression of the work, verification of pay item quantities with the Contractor, and approval of extra work. TAI has confirmed submittals have been received for work included on this application, IEPA loan requirements are being met, certified payroll has been provided and waivers are acceptable.

We recommend that CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payments be obtained.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

TROTTER & ASSOCIATES, INC.  
ENGINEER

DATED: March 10, 2023

BY:



Daniel Gillespie  
Construction Engineering Manager

STATEMENT OF WORK

Original Contract Price	\$7,825,286.94
Net Change Orders	\$124,142.84
Current Contract Price	\$7,949,429.78
Work to Date	\$6,517,505.08
Work to be Done	\$1,431,924.70
Amount Retained (5%)	\$325,875.25
Subtotal	\$6,191,629.83
Stored Materials Payment This Period	\$0.00
Subtotal Including Stored Materials This Period	\$6,191,629.83
Previous Payments	\$5,877,977.43
Amount Due This Payment	\$313,652.40

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT  
113 TIMBER TRAIL  
PO BOX 240  
ISLAND LAKE, IL 60042

FROM: TRINE CONSTRUCTION CORP.  
101 TRINE CT.  
ST. CHARLES, IL 60174

PROJECT: HOLIDAY HILLS/LE VILLA VAUPELL  
SEWER EXTENSION PHASE 1

VIA ARCHITECT: TROTTER AND ASSOCIATES  
40W201 WASCO RD  
ST. CHARLES, IL 60174

APPLICATION NO: 10

Distribution to:

☒ OWNER☐ ARCHITECT☐ CONTRACTOR

PERIOD TO: March 3, 2023

PROJECT NO: NMW-082

CONTRACT FOR: Site Utilities

CONTRACT DATE 5/11/22

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Trine Construction Corp.

By:

CAROL GREGORICH, ASSISTANT SECRETARY

Date:

MARCH 9, 2023

State of ILLINOIS

County of: KANE

Subscribed and sworn to before me this 9TH day of MARCH, 2023.

Notary Public: Angela Bloniarz  
My Commission expires: 12/9/26



1. ORIGINAL CONTRACT SUM ..... \$7,825,286.94
2. Net change by Change Order ..... \$124,142.84
3. CONTRACT SUM TO DATE ..... \$7,949,429.78
4. SUB-TOTAL-TOTAL BID ..... \$5,069,541.48
- SUB-TOTAL - ALTERNATE A ..... \$462,073.10
- SUB-TOTAL - ALTERNATE B ..... \$321,380.95
- SUB-TOTAL - ALTERNATE C ..... \$267,465.90
- SUB-TOTAL - ALTERNATE D ..... \$397,043.65
- TOTAL COMPLETED & STORED TO DATE ..... \$6,517,505.08
- (Less Stored Materials)
- STORED MATERIALS ..... \$0.00
- TOTAL COMPLETED & STORED TO DATE ..... \$6,517,505.08
5. RETAINAGE:
- a. 5 % of Completed Work ..... \$325,875.25
- b. 0 % of Stored Material ..... \$0.00
- Total Retainage (Lines 5a + 5b or ..... \$325,875.25
6. TOTAL EARNED LESS RETAINAGE ..... \$6,191,629.83
- (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from pr ..... \$5,877,977.43
8. CURRENT PAYMENT DUE ..... \$313,652.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$1,757,799.95
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$175,716.66	\$62,674.60
Total approved this Month	11,100.78	\$0.00
TOTALS	186,817.44	\$62,674.60
NET CHANGES by Change Order	\$124,142.84	

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET  
NORTHERN MORRAINE  
RECLAMATION DISTRICT  
113 TIMBER TRAIL  
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPEL  
SEWER EXTENSION PHASE 1

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION DATE: February 22, 2023  
PERIOD TO: 3/3/23  
PROJECT NO: NMW-082

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	BID		COMPLETE PREVIOUS ESTIMATE		COMPLETED THIS ESTIMATE		STORED MATERIALS		COMPLETED TO DATE	
				UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1	AGGREGATE SHOULDER, TYPE B	627.00	SY	\$ 20.35	\$ 12,759.45	0	\$ -		\$ -		\$ -	0	\$ 0.00
2	AIR RELEASE VALVE & VAULT, 4" DIAMETER	1.00	EA	\$ 14,750.00	\$ 14,750.00	1	\$ 14,750.00		\$ -		\$ -	1	\$ 14,750.00
3	BRICK SIDEWALK REMOVAL AND REPLACEMENT	87.00	SF	\$ 23.70	\$ 2,235.90	0	\$ -		\$ -		\$ -	0	\$ 0.00
4	CHAIN LINK FENCE, 7'	350.00	LF	\$ 212.00	\$ 74,200.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
5	CHAIN LINK DOUBLE SWING GATE	1.00	LS	\$ 4,980.00	\$ 4,980.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
6	CLEAR AND GRUBBING	1144.00	SY	\$ 15.40	\$ 17,617.60	1,109	\$ 17,078.60		\$ -		\$ -	1,109	\$ 17,078.60
7	CASING PIPE JACK AND BORE, 16"	32.00	LF	\$ 1,418.00	\$ 45,376.00	32	\$ 45,376.00		\$ -		\$ -	32	\$ 45,376.00
8	CASING PIPE JACK AND BORE, 20"	121.00	LF	\$ 1,018.00	\$ 123,178.00	121	\$ 123,178.00		\$ -		\$ -	121	\$ 123,178.00
9	COMED ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00	0	\$ -	0.068867	\$ 10,333.01		\$ -	0	\$ 10,333.01
10	CONNECTION TO EXISTING FORCE MAIN	2.00	EA	\$ 6,185.00	\$ 12,370.00	1	\$ 6,185.00		\$ -		\$ -	1	\$ 6,185.00
11	CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 694.20	\$ 1,388.40	2	\$ 1,388.40		\$ -		\$ -	2	\$ 1,388.40
12	CULVERT FES REMOVAL AND REPLACEMENT, 15" CMP	14.00	EA	\$ 727.60	\$ 10,186.40	14	\$ 10,186.40		\$ -		\$ -	14	\$ 10,186.40
13	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	30.00	LF	\$ 125.45	\$ 3,763.50	30	\$ 3,763.50		\$ -		\$ -	30	\$ 3,763.50
14	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	721.00	LF	\$ 83.05	\$ 59,879.05	721	\$ 59,879.05		\$ -		\$ -	721	\$ 59,879.05
15	CULVERT REMOVAL AND REPLACEMENT, 15" CMP	343.00	LF	\$ 93.35	\$ 32,019.05	343	\$ 32,019.05		\$ -		\$ -	343	\$ 32,019.05
16	DEWATERING	1.00	LS	\$ 727,805.00	\$ 727,805.00	1	\$ 727,805.00		\$ -		\$ -	1	\$ 727,805.00
17	DOUBLE SWING TUBE GATE (INCLUDES BUILDING STRUCTURE, NATURAL GAS GENERATOR, ELECTRICAL, CONTROL EQUIPMENT, CONCRETE STOOP, ETC.)	1.00	LS	\$ 3,540.00	\$ 3,540.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
18	GENERATOR BLDG. DOOR CREDIT	1.00	LS	\$ 868,030.00	\$ 868,030.00	0	\$ 311,622.77	0.020700	\$ 17,966.22		\$ -	0	\$ 329,590.99
18A	GENERATOR BLDG. RE-ROOF	1.00	LS	\$ (17,000.00)	\$ (17,000.00)	1	\$ (17,000.00)		\$ -		\$ -	1	\$ (17,000.00)
18B	GENERATOR BLDG. RE-ROOF	1.00	LS	\$ 5,183.01	\$ 5,183.01	1	\$ 5,183.01		\$ -		\$ -	1	\$ 5,183.01
19	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	163.00	SY	\$ 19.30	\$ 3,131.90	0	\$ -		\$ -		\$ -	0	\$ 0.00
20	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1065.00	SY	\$ 79.65	\$ 86,420.25	921	\$ 73,357.65		\$ -		\$ -	921	\$ 73,357.65
21	HMA PATCHING, CLASS D, 9"	3757.00	SY	\$ 77.10	\$ 289,664.70	708	\$ 54,586.80		\$ -		\$ -	708	\$ 54,586.80
21A	CMR-008 REDUCTION OF PAVEMENT THICKNESS	1.00	LS	\$ (65,000.00)	\$ (65,000.00)	0	\$ -		\$ -		\$ -	0	\$ 0.00
22	HMA PAVEMENT	658.00	SY	\$ 89.95	\$ 59,187.10	0	\$ -		\$ -		\$ -	0	\$ 0.00
23	INLET FILTERS	1.00	EA	\$ 106.30	\$ 106.30	0	\$ -		\$ -		\$ -	0	\$ 0.00
24	LANDSCAPE TIMBER WALL REMOVAL AND REPLACEMENT	1.00	LS	\$ 2,696.50	\$ 2,696.50	0	\$ -		\$ -		\$ -	0	\$ 0.00
25	LIFT STATION, COMPLETE (INCLUDES WET WELL, VALVE & METER VAULT, PUMPS, PIPING, CONCRETE PAD, ETC.)	1.00	LS	\$ 655,000.00	\$ 655,000.00	0.91	\$ 593,790.00	0.093450	\$ 61,210.00		\$ -	1.00	\$ 655,000.00
26	LIGHT POLE REMOVAL AND RESET	2.00	EA	\$ 2,827.00	\$ 5,654.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
27	MERRIMAC STONE BED	64.00	LS	\$ 38.55	\$ 2,467.20	0	\$ -		\$ -		\$ -	0	\$ 0.00
28	MOBILIZATION	1.00	LS	\$ 443,828.40	\$ 443,828.40	1.00	\$ 443,828.40		\$ -		\$ -	1.00	\$ 443,828.40
29	NICOR GAS SERVICE ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
30	PAVEMENT REMOVAL	3917.00	SY	\$ 12.85	\$ 50,333.45	3,917	\$ 50,333.45		\$ -		\$ -	3,917	\$ 50,333.45
31	PCC DRIVEWAY REMOVAL AND REPLACEMENT	96.00	SY	\$ 142.65	\$ 13,694.40	0	\$ -		\$ -		\$ -	0	\$ 0.00
32	PCC SIDEWALK REMOVAL AND REPLACEMENT	35.00	SF	\$ 53.95	\$ 1,888.25	0	\$ -		\$ -		\$ -	0	\$ 0.00
33	PCC CURB AND GUTTER REMOVAL AND REPLACEMENT	10.00	LF	\$ 179.90	\$ 1,799.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
34	PERENNIAL PLANTS, ALLIUM 'SUMMER BEAUTY' (SUMMER BEAUTY ONION), 1-GALLON	9.00	EA	\$ 23.15	\$ 208.35	0	\$ -		\$ -		\$ -	0	\$ 0.00
35	PERENNIAL PLANTS, CALAMAGROST IS X ACUTIFORA 'KARL FORESTER' (FEATHER REED GRASS), 3-GALLON	9.00	EA	\$ 23.15	\$ 208.35	0	\$ -		\$ -		\$ -	0	\$ 0.00
36	PERENNIAL PLANTS, SPOROBOLUS HETEROLEPIS (PRAIRIE DROPSEED), 1-GALLON	13.00	EA	\$ 23.15	\$ 300.95	0	\$ -		\$ -		\$ -	0	\$ 0.00
37	PLUG VALVE AND VALVE BOX, 8"	1.00	EA	\$ 7,225.00	\$ 7,225.00	1	\$ 7,225.00		\$ -		\$ -	1	\$ 7,225.00
38	PLUG VALVE AND VALVE BOX, 10"	1.00	EA	\$ 9,350.00	\$ 9,350.00	1	\$ 9,350.00		\$ -		\$ -	1	\$ 9,350.00
38A	CMR-014 GATE VALVES	1.00	LS	\$ 11,100.78	\$ 11,100.78	1	\$ 11,100.78		\$ -		\$ -	1	\$ 11,100.78
39	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	100.00	CY	\$ 33.10	\$ 3,310.00	0	\$ -		\$ -		\$ -	0	\$ 0.00
40	RIP RAP REMOVAL AND REPLACEMENT	39.00	SY	\$ 112.95	\$ 4,405.05	0	\$ -		\$ -		\$ -	0	\$ 0.00
41	SANITARY DROP MANHOLE, 4" DIAMETER	5.00	EA	\$ 15,715.00	\$ 78,575.00	5	\$ 78,575.00		\$ -		\$ -	5	\$ 78,575.00
42	SANITARY FORCE MAIN, 1 1/4" HDPE SDR-11	3.00	LF	\$ 70.00	\$ 210.00	3	\$ 210.00		\$ -		\$ -	3	\$ 210.00
43	SANITARY FORCE MAIN, 8" PVC 900	50.00	LF	\$ 174.30	\$ 8,715.00	50	\$ 8,715.00		\$ -		\$ -	50	\$ 8,715.00
44	SANITARY FORCE MAIN, 10" PVC 900	2908.00	LF	\$ 112.60	\$ 327,440.80	2,908	\$ 327,440.80		\$ -		\$ -	2,908	\$ 327,440.80
44A	DIRECTIONAL DRILL 10" FORCE MAIN	891.00	LF	\$ 169.80	\$ 151,380.90	891	\$ 151,380.90		\$ -		\$ -	891	\$ 151,380.90



## CONTINUATION SHEET

NORTHERN MORRAINE  
RECLAMATION DISTRICT  
113 TIMBER TRAIL  
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL  
SEWER EXTENSION PHASE 1

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION DATE: February 22, 2023  
PERIOD TO: 3/3/23  
PROJECT NO: NMM-082

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	C		D		E		F		G		H		I		J		K	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
45	SANITARY MANHOLE, 4'-DIAMETER	22.00	EA	\$ 9,000.00	\$ 198,000.00			22	\$ 198,000.00				\$ -		\$ -		\$ -	22	\$ 198,000.00		
46	SANITARY SERVICE, 6" PVC SDR-26	1634.00	LF	\$ 148.55	\$ 242,730.70			1,116	\$ 165,781.80	518	\$ 76,948.90		\$ -		\$ -		\$ -	1,634	\$ 242,730.70		
47	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 219.95	\$ -			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
47A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	46.00	EA	\$ 1,219.95	\$ 56,117.70			46	\$ 56,117.70		\$ -		\$ -		\$ -		\$ -	46	\$ 56,117.70		
48	SANITARY SEWER TEE-WYES 10" X 6"	0.00	EA	\$ 1,373.80	\$ -			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
48A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	19.00	EA	\$ 1,373.80	\$ 26,102.20			19	\$ 24,728.40		\$ -		\$ -		\$ -		\$ -	19	\$ 24,728.40		
49	SANITARY SEWER, 8" PVC C900	436.00	LF	\$ 132.30	\$ 57,682.80			436	\$ 57,682.80		\$ -		\$ -		\$ -		\$ -	436	\$ 57,682.80		
50	SANITARY SEWER, 8" PVC SDR-26	2366.00	LF	\$ 119.45	\$ 282,618.70			2,366	\$ 282,618.70		\$ -		\$ -		\$ -		\$ -	2,366	\$ 282,618.70		
51	SANITARY SEWER, 10" PVC C900	0.00	LF	\$ 256.95	\$ -			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
52	SANITARY SEWER, 10" PVC SDR-26	3273.00	LF	\$ 141.50	\$ 463,129.50			3,273	\$ 463,129.50		\$ -		\$ -		\$ -		\$ -	3,273	\$ 463,129.50		
53	SANITARY SEWER, 12" PVC SDR-26	139.00	LF	\$ 207.15	\$ 28,793.85			139	\$ 28,793.85		\$ -		\$ -		\$ -		\$ -	139	\$ 28,793.85		
54	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	35.00	EA	\$ 1,277.90	\$ 44,726.50			34	\$ 43,448.60	1	\$ 1,277.90		\$ -		\$ -		\$ -	35	\$ 44,726.50		
54A	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	3.00	EA	\$ 1,219.95	\$ 3,659.85			3	\$ 3,659.85		\$ -		\$ -		\$ -		\$ -	3	\$ 3,659.85		
55	SHRUB, DIERVILLA LONICERA (DWARF BUSH HONEY SUCKLE), 5-GALLON	6.00	EA	\$ 77.10	\$ 462.60			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
56	SHRUB, FOTHERGILLA GARDENTII (DWARF FOTHERGILLA), 3-GALLON	6.00	EA	\$ 77.10	\$ 462.60			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
57	SHRUB, HYDRANGEA ARBORESCENS 'INCREDIBALL' (INCREDIBALL HYDRANGEA), 5-GALLON	4.00	EA	\$ 77.10	\$ 308.40			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
58	SILT FENCE	7546.00	LF	\$ 3.20	\$ 24,147.20			5,204	\$ 16,652.80		\$ -		\$ -		\$ -		\$ -	5,204	\$ 16,652.80		
59	STORM CATCH BASIN REMOVAL AND REPLACEMENT	1.00	EA	\$ 5,050.00	\$ 5,050.00			1	\$ 5,050.00		\$ -		\$ -		\$ -		\$ -	1	\$ 5,050.00		
60	STORM FES, 15" RCP	2.00	EA	\$ 1,142.00	\$ 2,284.00			0	\$ -	2	\$ 2,284.00		\$ -		\$ -		\$ -	2	\$ 2,284.00		
61	STORM FES, 15" RCP REMOVAL AND REPLACEMENT	2.00	EA	\$ 1,231.65	\$ 2,463.30			0	\$ -	2	\$ 2,463.30		\$ -		\$ -		\$ -	2	\$ 2,463.30		
62	STORM SEWER, CLASS A, TYPE 1, 15" RCP	60.00	LF	\$ 78.35	\$ 4,701.00			0	\$ -	60	\$ 4,701.00		\$ -		\$ -		\$ -	60	\$ 4,701.00		
63	STORM SEWER, CLASS A, TYPE 1, 15" RCP REMOVAL AND REPLACEMENT	43.00	LF	\$ 87.35	\$ 3,756.05			0	\$ -	43	\$ 3,756.05		\$ -		\$ -		\$ -	43	\$ 3,756.05		
64	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	260.00	LF	\$ 12.85	\$ 3,341.00			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
65	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	39.00	LF	\$ 33.40	\$ 1,302.60			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
66	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1.00	LS	\$ 5,135.00	\$ 5,135.00			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
67	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	13464.00	SY	\$ 9.00	\$ 121,176.00			7,605	\$ 68,445.00		\$ -		\$ -		\$ -		\$ -	7,605	\$ 68,445.00		
68	TOPSOIL, SEEDING CLASS 4, EROSION CONTROL & BLANKET	1423.00	SY	\$ 10.60	\$ 15,083.80			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
69	TRACER WIRE ACCESS BOX	9.00	EA	\$ 565.70	\$ 5,091.30			0	\$ -	9	\$ 5,091.30		\$ -		\$ -		\$ -	9	\$ 5,091.30		
70	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 19,756.90	\$ 19,756.90			0	\$ -	1	\$ 19,756.90		\$ -		\$ -		\$ -	1	\$ 19,756.90		
71	TREE PROTECTION	21.00	EA	\$ 244.14	\$ 5,126.94			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
72	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	827.00	UN	\$ 29.55	\$ 24,437.85			827	\$ 24,437.85		\$ -		\$ -		\$ -		\$ -	827	\$ 24,437.85		
73	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1072.00	UN	\$ 37.25	\$ 39,932.00			850	\$ 31,662.50		\$ -		\$ -		\$ -		\$ -	850	\$ 31,662.50		
74	TREE, 3" CALIPER, BALLED AND BURLAPPED	20.00	EA	\$ 790.30	\$ 15,806.00			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
75	TRENCH BACKFILL	5516.00	CY	\$ 41.10	\$ 226,707.60			5,456	\$ 224,241.60	60	\$ 2,466.00		\$ -		\$ -		\$ -	5,516	\$ 226,707.60		
76	WIRE FENCE REMOVE AND REPLACE	34.00	LF	\$ 38.55	\$ 1,310.70			0	\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
77	SANITARY SEWER TV INSPECTION FOR 8" & 10"	9450.00	LF	\$ 3.45	\$ 32,602.50			0	\$ -	4,500	\$ 15,525.00		\$ -		\$ -		\$ -	4,500	\$ 15,525.00		
PIPE MATERIAL - STORED MATERIALS								0	\$ 0.00		\$ -		\$ -		\$ -		\$ -	0	\$ 0.00		
TOTAL BID PRICE					\$ 6,294,972.53				\$ 4,845,759.51		\$ 223,781.98		\$ -		\$ -		\$ -		\$ 5,069,541.48		

## ALTERNATE A

1	CLEAR AND GRUBBING	551.00	SY	\$ 15.40	\$ 8,485.40			551	\$ 8,485.40		\$ -		\$ -		\$ -		\$ -	551	\$ 8,485.40		
2	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	13.00	LF	\$ 124.20	\$ 1,614.60			13	\$ 1,614.60		\$ -		\$ -		\$ -		\$ -	13	\$ 1,614.60		
3	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	24.00	LF	\$ 81.80	\$ 1,963.20			24	\$ 1,963.20		\$ -		\$ -		\$ -		\$ -	24	\$ 1,963.20		
4	DEWATERING	1.00	LS	\$ 97,800.00	\$ 97,800.00			1	\$ 97,800.00		\$ -		\$ -		\$ -		\$ -	1	\$ 97,800.00		
5	HMA DRIVEWAY REMOVAL AND REPLACEMENT	216.00	SY	\$ 82.25	\$ 17,766.00			216	\$ 17,766.00		\$ -		\$ -		\$ -		\$ -	216	\$ 17,766.00		
6	HMA PATCHING, CLASS D, 5"	210.00	SY	\$ 138.80	\$ 29,148.00			210	\$ 29,148.00		\$ -		\$ -		\$ -		\$ -	210	\$ 29,148.00		



NORTHERN MORRAINE  
RECLAMATION DISTRICT  
113 TIMBER TRAIL  
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL  
SEWER EXTENSION PHASE 1

APPLICATION DATE: February 22, 2023  
PERIOD TO: 3/3/23  
PROJECT NO: NMW-082

A	B			C	D	E	F	G	H	I	J	K	L
ITEM				BID		COMPLETE PREVIOUS ESTIMATE		COMPLETED THIS ESTIMATE		STORED MATERIALS		COMPLETED TO DATE	
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
7	PAVEMENT REMOVAL	210.00	SY	\$ 12.85	\$ 2,698.50	210	\$ 2,698.50		\$ -		\$ -	210	\$2,698.50
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	50	\$ 1,652.50		\$ -		\$ -	50	\$1,652.50
9	SANITARY MANHOLE, 4' DIAMETER	5.00	EA	\$ 11,684.00	\$ 58,420.00	5	\$ 58,420.00		\$ -		\$ -	5	\$58,420.00
10	SANITARY SERVICE, 6" PVC SDR-26	411.00	LF	\$ 147.25	\$ 60,519.75	411	\$ 60,519.75		\$ -		\$ -	411	\$60,519.75
11	SANITARY SEWER TEE-WYES 10" X 6"	3.00	EA	\$ 444.80	\$ 1,334.40	3	\$ 1,334.40		\$ -		\$ -	3	\$1,334.40
11A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	7.00	EA	\$ 1,219.95	\$ 8,539.65	7	\$ 8,539.65		\$ -		\$ -	7	\$8,539.65
12	SANITARY SEWER, 8" PVC SDR-26	394.00	LF	\$ 98.30	\$ 38,730.20	394	\$ 38,730.20		\$ -		\$ -	394	\$38,730.20
13	SANITARY SEWER, 10" PVC SDR 26	642.00	LF	\$ 108.55	\$ 69,689.10	642	\$ 69,689.10		\$ -		\$ -	642	\$69,689.10
14	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	7.00	EA	\$ 1,273.25	\$ 8,912.75	7	\$ 8,912.75		\$ -		\$ -	7	\$8,912.75
14A	SANITARY SEWER TEE-WYES 8" X 6" W/ RISER & CAP (OPEN LOT)	1.00	EA	\$ 1,219.95	\$ 1,219.95	1	\$ 1,219.95		\$ -		\$ -	1	\$1,219.95
15	SILT FENCE	820.00	LF	\$ 3.85	\$ 3,157.00	820	\$ 3,157.00		\$ -		\$ -	820	\$3,157.00
16	TOPSOIL SEEDING CLASS 1, EROSION CONTROL & BLANKET	2310.00	SY	\$ 9.00	\$ 20,790.00	2,310	\$ 20,790.00		\$ -		\$ -	2,310	\$20,790.00
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00		\$ -		\$ -	1	\$999.00
18	TREE PROTECTION	13.00	EA	\$ 244.15	\$ 3,173.95	0	\$ -		\$ -		\$ -	0	\$0.00
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	234.00	UN	\$ 29.55	\$ 6,914.70	234	\$ 6,914.70		\$ -		\$ -	234	\$6,914.70
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	254.00	UN	\$ 37.25	\$ 9,461.50	254	\$ 9,461.50		\$ -		\$ -	254	\$9,461.50
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	1.00	EA	\$ 790.00	\$ 790.00	1	\$ 790.00		\$ -		\$ -	1	\$790.00
22	TRENCH BACKFILL	279.00	CY	\$ 41.10	\$ 11,466.90	279	\$ 11,466.90		\$ -		\$ -	279	\$11,466.90
TOTAL PRICE BID FOR ALTERNATE A					\$ 465,247.05		\$ 462,073.10		\$ -		\$ -		\$ 462,073.10

1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	175.00	LF	\$	81.80	\$	14,315.00	175	\$	14,315.00	\$	-	\$	-	175	\$14,315.00	
2	CULVERT REMOVAL AND REPLACEMENT, 15" CMP	20.00	LF	\$	92.05	\$	1,841.00	20	\$	1,841.00	\$	-	\$	-	20	\$1,841.00	
3	DEWATERING	1.00	LS	\$	73,165.00	\$	73,165.00	1	\$	73,165.00	\$	-	\$	-	1	\$73,165.00	
4	HMA DRIVEWAY REMOVAL AND REPLACEMENT	293.00	SY	\$	128.50	\$	37,650.50	293	\$	37,650.50	\$	-	\$	-	293	\$37,650.50	
5	HMA PATCHING, CLASS D, 9"	161.00	SY	\$	129.80	\$	20,897.80	161	\$	20,897.80	\$	-	\$	-	161	\$20,897.80	
6	LANDSCAPE BLOCK WALL REMOVE AND RESET	1.00	LS	\$	2,925.00	\$	2,925.00	0	\$	-	\$	-	\$	-	0	\$0.00	
7	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$	3,535.00	\$	3,535.00	0	\$	-	\$	-	\$	-	0	\$0.00	
8	LANDSCAPE TIMBER WALL REMOVAL AND REPLACEMENT	1.00	LS	\$	2,762.75	\$	2,762.75	0	\$	-	\$	-	\$	-	0	\$0.00	
9	PAVEMENT REMOVAL	161.00	SY	\$	12.85	\$	2,068.85	161	\$	2,068.85	\$	-	\$	-	161	\$2,068.85	
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$	33.10	\$	1,655.00	0	\$	-	\$	-	\$	-	0	\$0.00	
11	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$	11,677.50	\$	23,355.00	2	\$	23,355.00	\$	-	\$	-	2	\$23,355.00	
12	SANITARY SERVICE, 6" PVC SDR-26	405.00	LF	\$	147.20	\$	59,616.00	405	\$	59,616.00	\$	-	\$	-	405	\$59,616.00	
13	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$	218.65	\$	-	0	\$	-	\$	-	\$	-	0	\$0.00	
13A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	13.00	EA	\$	1,219.95	\$	15,859.35	6	\$	7,319.70	\$	-	\$	-	6	\$7,319.70	
14	SANITARY SEWER, 6" PVC SDR-26	522.00	LF	\$	97.00	\$	50,634.00	522	\$	50,634.00	\$	-	\$	-	522	\$50,634.00	
15	SILT FENCE	793.00	LF	\$	4.20	\$	3,330.60	422	\$	1,772.40	\$	-	\$	-	422	\$1,772.40	
16	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	1103.00	SY	\$	9.00	\$	9,927.00	1,103	\$	9,927.00	\$	-	\$	-	1,103	\$9,927.00	
17	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$	999.00	\$	999.00	1	\$	999.00	\$	-	\$	-	1	\$999.00	
18	TREE PROTECTION	6.00	EA	\$	244.00	\$	1,464.00	0	\$	-	\$	-	\$	-	0	\$0.00	
19	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	20.00	UN	\$	28.55	\$	591.00	0	\$	-	\$	-	\$	-	0	\$0.00	
20	TREE REMOVAL (OVER 15 UNITS DIAMETER)	48.00	UN	\$	37.25	\$	1,788.00	20	\$	745.00	\$	-	\$	-	20	\$745.00	
21	TREE, 3" CALIPER, BALLED AND BURLAPPED	2.00	EA	\$	790.00	\$	1,580.00	2	\$	1,580.00	\$	-	\$	-	2	\$1,580.00	
22	TRENCH BACKFILL	377.00	CY	\$	41.10	\$	15,494.70	377	\$	15,494.70	\$	-	\$	-	377	\$15,494.70	
TOTAL BID PRICE FOR ALTERNATE B						\$	345,454.55		\$	321,380.95	\$	-	\$	-		\$	321,380.95

1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	105.00	LF	\$ 80.50	\$ 8,452.50	105	\$ 8,452.50	\$ -	\$ -	105	\$ 8,452.50
2	DEWATERING	1.00	LS	\$ 60,505.00	\$ 60,505.00	1	\$ 60,505.00	\$ -	\$ -	1	\$ 60,505.00



## CONTINUATION SHEET

NORTHERN MORRAINE  
RECLAMATION DISTRICT  
113 TIMBER TRAIL  
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL  
SEWER EXTENSION PHASE 1

AIA DOCUMENT G703

PAGE 1 OF 6 PAGES

APPLICATION DATE: February 22, 2023  
PERIOD TO: 3/3/23  
PROJECT NO: NMW-DR2

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	BID		COMPLETE PREVIOUS ESTIMATE		COMPLETED THIS ESTIMATE		STORED MATERIALS		COMPLETED TO DATE	
				UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
3	HMA DRIVEWAY REMOVAL AND REPLACEMENT	198.00	SY	\$ 128.50	\$ 25,443.00	198	\$ 25,443.00		\$ -		\$ -	198	\$25,443.00
4	HMA PATCHING, CLASS D, 9"	117.00	SY	\$ 129.80	\$ 15,186.60	117	\$ 15,186.60		\$ -		\$ -	117	\$15,186.60
5	LANDSCAPE TIMBER PLANTER/BED REMOVAL AND REPLACEMENT	1.00	LS	\$ 3,488.80		1	\$ 3,488.80		\$ -		\$ -	1	\$3,488.80
6	LIGHT POLE REMOVAL AND RESET	1.00	EA	\$ 2,827.00	\$ 2,827.00	0	\$ -		\$ -		\$ -	0	\$0.00
7	PAVEMENT REMOVAL	117.00	SY	\$ 12.85	\$ 1,503.45	117	\$ 1,503.45		\$ -		\$ -	117	\$1,503.45
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	0	\$ -		\$ -		\$ -	0	\$0.00
9	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$ 11,670.00	\$ 23,340.00	2	\$ 23,340.00		\$ -		\$ -	2	\$23,340.00
10	SANITARY SERVICE, 6" PVC SDR-26	308.00	LF	\$ 145.95	\$ 44,952.60	308	\$ 44,952.60		\$ -		\$ -	308	\$44,952.60
11	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 217.35	\$ -	0	\$ -		\$ -		\$ -	0	\$0.00
11A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	11.00	EA	\$ 1,219.95	\$ 13,419.45	11	\$ 13,419.45		\$ -		\$ -	11	\$13,419.45
12	SANITARY SEWER, 8" PVC SDR-26	508.00	LF	\$ 97.00	\$ 49,276.00	508	\$ 49,276.00		\$ -		\$ -	508	\$49,276.00
13	SANITARY SEWER TEE-WYES 8" X 6" W/ CAP (OPEN LOT)		EA	\$ 878.45	\$ -	0	\$ -		\$ -		\$ -	0	\$0.00
13A	SANITARY SEWER TEE-WYES 8" X 6" W/ RISER CAP (OPEN LOT)	2.00	EA	\$ 1,219.95	\$ 2,439.90	2	\$ 2,439.90		\$ -		\$ -	2	\$2,439.90
14	SILT FENCE	697.00	LF	\$ 4.20	\$ 2,927.40	412	\$ 1,730.40		\$ -		\$ -	412	\$1,730.40
15	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	982.00	SY	\$ 9.00	\$ 8,838.00	982	\$ 8,838.00		\$ -		\$ -	982	\$8,838.00
16	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00		\$ -		\$ -	1	\$999.00
17	TREE PROTECTION	6.00	EA	\$ 244.15	\$ 1,464.90	0	\$ -		\$ -		\$ -	0	\$0.00
18	TRENCH BACKFILL	192.00	CY	\$ 41.10	\$ 7,891.20	192	\$ 7,891.20		\$ -		\$ -	192	\$7,891.20
<b>TOTAL BID PRICE FOR ALTERNATE C</b>					<b>\$ 271,118.50</b>		<b>\$ 267,465.90</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 267,465.90</b>
<b>ALTERNATE D</b>													
1	AGGREGATE SHOULDER, TYPE B	13.00	SY	\$ 20.35	\$ 264.55	0	\$ -		\$ -		\$ -	0	\$0.00
2	CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 897.75	\$ 1,375.50	0	\$ -	2	\$ 1,375.50		\$ -	2	\$1,375.50
3	CULVERT REMOVAL AND REPLACEMENT, 8" CMP	24.00	LF	\$ 76.65	\$ 1,839.60	24	\$ 1,839.60		\$ -		\$ -	24	\$1,839.60
4	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	194.00	LF	\$ 80.50	\$ 15,617.00	0	\$ -	194	\$ 15,617.00		\$ -	194	\$15,617.00
5	DEWATERING	1.00	LS	\$ 122,995.00	\$ 122,995.00	1.0	\$ 122,995.00		\$ -		\$ -	1	\$122,995.00
6	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	35.00	SY	\$ 19.30	\$ 675.50	0	\$ -		\$ -		\$ -	0	\$0.00
7	HMA DRIVEWAY REMOVAL AND REPLACEMENT	138.00	SY	\$ 127.25	\$ 17,560.50	0	\$ -		\$ -		\$ -	0	\$0.00
8	HMA PATCHING, CLASS D, 9"	467.00	SY	\$ 133.65	\$ 62,414.55	0	\$ -		\$ -		\$ -	0	\$0.00
9	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$ 3,488.00	\$ 3,488.00	0	\$ -		\$ -		\$ -	0	\$0.00
10	PAVEMENT REMOVAL	467.00	SY	\$ 12.85	\$ 6,000.95	0	\$ -		\$ -		\$ -	0	\$0.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 24.40	\$ 1,220.00	0	\$ -		\$ -		\$ -	0	\$0.00
12	SANITARY DROP MANHOLE, 4' DIAMETER	1.00	EA	\$ 12,675.00	\$ 12,675.00	1	\$ 12,675.00		\$ -		\$ -	1	\$12,675.00
13	SANITARY MANHOLE, 4' DIAMETER	4.00	EA	\$ 12,660.00	\$ 50,640.00	2	\$ 25,320.00	2	\$ 25,320.00		\$ -	4	\$50,640.00
14	SANITARY SERVICE, 6" PVC SDR-26	370.00	LF	\$ 144.65	\$ 53,520.50	110	\$ 15,911.50	260	\$ 37,609.00		\$ -	370	\$53,520.50
15	SANITARY SEWER TEE-WYES 10" X 6"	0.00	EA	\$ 439.65	\$ -	0	\$ -		\$ -		\$ -	0	\$0.00
15A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	9.00	EA	\$ 1,373.00	\$ 12,357.00	2	\$ 2,746.00	7	\$ 9,611.00		\$ -	9	\$12,357.00
16	SANITARY SEWER, 8" PVC SDR 26	36.00	LF	\$ 118.15	\$ 4,253.40	0	\$ -	36	\$ 4,253.40		\$ -	36	\$4,253.40
17	SANITARY SEWER, 10" PVC SDR 26	1134.00	LF	\$ 128.45	\$ 145,662.30	664	\$ 85,290.80		\$ -		\$ -	664	\$85,290.80
	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	5.00	EA	\$ 1,266.75	\$ 6,333.75	0	\$ -	5	\$ 6,333.75		\$ -	5	\$6,333.75
19	SILT FENCE	1052.00	LF	\$ 3.85	\$ 4,050.20	607	\$ 3,106.95		\$ -		\$ -	607	\$3,106.95
20	BLANKET	2371.00	SY	\$ 9.00	\$ 21,339.00	0	\$ -		\$ -		\$ -	0	\$0.00
21	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 998.00	\$ 998.00	0	\$ -	1	\$ 998.00		\$ -	1	\$998.00
22	TREE PROTECTION	2.00	EA	\$ 244.15	\$ 488.30	0	\$ -		\$ -		\$ -	0	\$0.00
23	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	27.00	UN	\$ 29.55	\$ 797.85	0	\$ -		\$ -		\$ -	0	\$0.00
24	TREE REMOVAL (OVER 15 UNITS DIAMETER)	143.00	UN	\$ 37.25	\$ 5,326.75	143	\$ 5,326.75		\$ -		\$ -	143	\$5,326.75
25	TREE, 3" CALIPER, BALLED AND BURLAPPED	7.00	EA	\$ 790.25	\$ 5,531.75	0	\$ -		\$ -		\$ -	0	\$0.00
26	TRENCH BACKFILL	504.00	CY	\$ 41.10	\$ 20,714.40	376	\$ 15,453.60	128	\$ 5,260.80		\$ -	504	\$20,714.40
<b>TOTAL BID PRICE ALTERNATE D</b>					<b>\$ 578,139.35</b>		<b>\$ 290,665.20</b>		<b>\$ 106,378.45</b>		<b>\$ -</b>		<b>\$ 397,043.65</b>
					<b>\$ 7,954,931.98</b>		<b>\$ 6,187,344.66</b>		<b>\$ 330,160.43</b>		<b>\$ -</b>	<b>81.93%</b>	<b>\$ 6,517,505.08</b>





STATE OF ILLINOIS

COUNTY OF

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Monrairie Wastewater Reclamaation District to furnish Underground Utilites

for the premises known as Hoiday Hills / Le Villa Vaupell Sewer Extention

of which Northern Moraine Wasterwater Reclamation District is the owner.

THE undersigned, for and in consideration of Three Hundred Thirteen Thousand Six Hundred Fifty Two Dollars and 40/00 (\$313,652.40) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE March 3, 2023 COMPANY NAME Trine Construction Corp

ADDRESS 1041 Trine Ct, Siote A , St Charles, IL 60174

SIGNATURE AND TITLE

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Carol Gregorich BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) Assistant Secretary OF

(COMPANY NAME) Trine Construction Corp WHO IS THE

CONTRACTOR FURNISHING Site Utilities WORK ON THE BUILDING

LOCATED AT Holiday Hills/Le Villa Vaupell Sewer Extention

OWNED BY Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extras\* is \$7,949,429.78 on which he or she has received payment of \$5,877,977.43

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
For complete listing see page 2 of 2 attached:					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

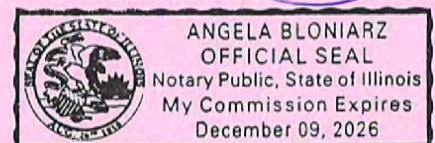
DATE 3-9-23SIGNATURE: Carol GregorichSUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF March, 2023

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Angela Bloniarz  
NOTARY PUBLIC

f.1722 R5/96

Provided by Chicago Title Insurance Company





**WAIVER OF LIEN TO DATE**

FROM: Trine Construction Corp.  
 FOR: Holiday Hills  
 Pay Est. 10

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,401,878.81	\$3,829,115.01	\$213,097.40	\$359,666.40
Mid American	Appurants	\$605,000.00	\$511,881.31		\$93,118.69
Welch Brothers	Concrete Structures	\$313,000.00	\$257,422.74		\$55,577.26
Thelen Materials	Aggregates/Dump	\$170,000.00	\$161,478.99		\$8,521.01
Reliable Stone and Gravel	Aggregates/Dump	\$320,000.00	\$156,549.16	\$27,000.00	\$136,450.84
Traffic Contront Protection	Traffic Control	\$16,404.00	\$12,628.00		\$3,776.00
Thatcher	Sod Retention	\$229,000.00	\$206,100.00		\$22,900.00
Gasvoda & Assoc	Pumps	\$84,133.00	\$84,133.00		\$0.00
Advanced Automation & Control	Instrumental	\$57,000.00	\$0.00		\$57,000.00
Procision Boring	Auger/Boring	\$51,700.00	\$16,146.00		\$35,554.00
TAT Enaterprises	Asphalt	\$500,000.00	\$163,269.65		\$336,730.35
Landmark	Concrete	\$124,700.00	\$0.00		\$124,700.00
Homestead Electric	Electrical	\$316,435.00	\$27,445.50	\$73,555.00	\$215,434.50
Abbott Tree	Tree Removal	\$63,154.00	\$45,650.30		\$17,503.70
Michels's	Dewatering	\$300,000.00	\$174,600.00		\$125,400.00
Genco Industies	Mechanical	\$161,800.00	\$141,322.50		\$20,477.50
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>		<b>\$7,949,429.78</b>	<b>\$5,877,977.43</b>	<b>\$313,652.40</b>	<b>\$1,757,799.95</b>



**WAIVER OF LIEN TO DATE**

FROM: Trine Construction Corp.  
 FOR: Holiday Hills  
 Pay Est. 9

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,401,878.81	\$3,346,016.12	\$483,098.89	\$572,763.80
Mid American	Appurants	\$605,000.00	\$467,016.66	\$44,864.65	\$93,118.69
Welch Brothers	Concrete Structures	\$313,000.00	\$211,807.31	\$45,615.43	\$55,577.26
Thelen Materials	Aggregates/Dump	\$170,000.00	\$22,739.39	\$138,739.60	\$8,521.01
Reliable Stone and Gravel	Aggregates/Dump	\$320,000.00	\$156,549.16		\$163,450.84
Traffic Contront Protection	Traffic Control	\$16,404.00	\$10,496.00	\$2,132.00	\$3,776.00
Thatcher	Sod Retention	\$229,000.00	\$206,100.00		\$22,900.00
Gasvoda & Assoc	Pumps	\$84,133.00	\$30,490.00	\$53,643.00	\$0.00
Advanced Automation & Control	Instrumental	\$57,000.00	\$0.00		\$57,000.00
Procision Boring	Auger/Boring	\$51,700.00	\$16,146.00		\$35,554.00
TAT Enaterprises	Asphalt	\$500,000.00	\$163,269.65		\$336,730.35
Landmark	Concrete	\$124,700.00	\$0.00		\$124,700.00
Homestead Electric	Electrical	\$316,435.00	\$13,500.00	\$13,945.50	\$288,989.50
Abbott Tree	Tree Removal	\$63,154.00	\$37,752.30	\$7,898.00	\$17,503.70
Michels's	Dewatering	\$300,000.00	\$174,600.00		\$125,400.00
Genco Industies	Mechanical	\$161,800.00	\$0.00	\$141,322.50	\$20,477.50
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLE</b>		<b>\$7,949,429.78</b>	<b>\$4,946,717.86</b>	<b>\$931,259.57</b>	<b>\$2,071,452.35</b>

**WAIVER OF LIEN - PARTIAL (LIMITED TO AMOUNT OF PAYMENT)**

STATE OF Illinois

SS.

Lake County

February 9th, 2023

**TO WHOM IT MAY CONCERN:**

Whereas, we the undersigned Mid American Water of Wauconda, Inc.

have been employed by **TRINE CONSTRUCTION**

to furnish Water and Sewer Related Material

For the building known as Number

Street,

City of **Holiday Hills** Situated on Lot

**PROJECT: Le Villa Vanpell Sewer Extension Phase 1**

**OWNER: Northern Moraine Wastewater Reclamation District**

In Section , Township , Range

County of **Lake** , State of Illinois

Now, Therefore, Know Ye, That we the undersigned, for and in consideration of the sum of **\$44,864.65** dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned does hereby waive and release to the extent only of the aforesaid amount, lien rights to or claim of lien with respect to and on said above described premise, and the improvements thereon, and on the monies or other considerations due or to become due from owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Given Under *my* hand - and - seal this 9th  
day of February 2023

Mid American Water of Wauconda, Inc.

Seal



**SIGNATURE**

Seal



## WAIVER OF LIEN TO DATE

STATE OF ILLINOIS )  
COUNTY OF KANE )

To Whom It May Concern:

WHEREAS the undersigned has been employed by Trine Construction Corporation  
27W364 North Avenue, West Chicago, Illinois to furnish  
Precast Concrete Structures, Pipe and Miscellaneous Construction Materials  
for the premises known as Holiday Hills/Le Vaupell Sewer Extension Phase 1  
located at Various Streets, Holiday Hills, McHenry County, Illinois  
of which Northern Moraine Wastewater Reclamation District is the Owner.

The undersigned, for and in consideration of Forty-Five Thousand Six Hundred Fifteen and 43/100ths  
45,615.43 Dollars, and other good and valuable considerations, the receipt whereof is hereby  
acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes  
of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises,  
and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on  
the moneys, funds or other considerations due to date or to become due from the Owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the  
above-described premises, INCLUDING EXTRAS\*

\*Extras include but are not limited to Change Orders, both oral and written, to the Contract.

DATE: December 30, 2022

COMPANY NAME: Welch Bros., Inc.

STREET ADDRESS: 1050 St. Charles St., P. O. Box 749

City, State: Elgin, Illinois 60121-0749



SIGNATURE:

MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE:

Karen Powell, Chief Financial Officer



Thelen Materials, LLC.

**PARTIAL WAIVER OF LIEN**

To All Whom It May Concern:

**Whereas, Thelen Materials, LLC**, of Antioch, County of Lake, State of Illinois, has been employed by **Trine Construction Corp** to furnish labor and materials for **Gravel Material** work, under our contract/job number for the improvement of the premises described as **Holiday Hills/Le Villa Vaupell Sewer Extension Phase 1** in the **Village of Holiday Hills**, County of **McHenry**, State of **Illinois**, of which **Northern Moraine Wastewater Reclamation District** is the owner.

**NOW THEREFORE**, on this day **Friday, September 30, 2022** for and in consideration of the sum of **EightyNine Thousand Eight Hundred FiftyFour Dollars and Eighty Cents (\$89,854.80)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Thelen Materials, LLC



Title: Credit Manager





Thelen Materials, LLC.

**PARTIAL WAIVER OF LIEN**

To All Whom It May Concern:

**Whereas, Thelen Materials, LLC**, of Antioch, County of Lake, State of Illinois, has been employed by **Trine Construction Corp** to furnish labor and materials for **Gravel Material** work, under our contract/job number for the improvement of the premises described as **Holiday Hills/Le Villa Vaupell Sewer Extension Phase 1** in the **Village of Holiday Hills**, County of **McHenry**, State of **Illinois**, of which **Northern Moraine Wastewater Reclamation District** is the owner.

**NOW THEREFORE**, on this day **Monday, October 31, 2022** for and in consideration of the sum of **ThirtyThree Thousand Six Hundred SixtyEight Dollars and NinetyFive Cents (\$33,668.95)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Thelen Materials, LLC

A handwritten signature in blue ink is written over a circular corporate seal. The seal contains the text "THELEN MATERIALS, LLC" around the top edge, "CORPORATE" in the center, and "SEAL" in a large font below it. The word "ILLINOIS" is partially visible at the bottom of the seal.

Title: Credit Manager



Thelen Materials, LLC.

**PARTIAL WAIVER OF LIEN**

To All Whom It May Concern:

**Whereas, Thelen Materials, LLC**, of Antioch, County of Lake, State of Illinois, has been employed by **Trine Construction Corp** to furnish labor and materials for **Gravel Material** work, under our contract/job number for the improvement of the premises described as **Le Villa Vaupell Sewer Extension Phase** in the **Village of Holiday Hills**, County of **McHenry**, State of **Illinois**, of which **Northern Moraine Wastewater Reclamation District** is the owner.

**NOW THEREFORE**, on this day **Wednesday, November 30, 2022** for and in consideration of the sum of **Fifteen Thousand Two Hundred Fifteen Dollars and EightyFive Cents (\$15,215.85)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Thelen Materials, LLC

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular corporate seal. The seal has a double-lined border. The outer ring contains the text "THELEN MATERIALS, LLC" at the top and "ILLINOIS" at the bottom. The inner circle contains the word "CORPORATE" at the top and "SEAL" in the center.

Title: Credit Manager



# WAIVER OF LIEN TO DATE

05-1039-00

STATE OF ILLINOIS  
COUNTY OF MCHENRY  
TO WHOM IT MAY CONCERN:

Gty # \_\_\_\_\_  
Loan # \_\_\_\_\_

WHEREAS the undersigned has been employed by Trine Construction Corp.  
to furnish Traffic Control  
for the premises Job# 202208 - Holiday Hills/Le Villa Vaupell Sewer Extension - Phase 1 Project# NMW-082  
of which Northern Moraine Wastewater Reclamation District is the owner.

THE undersigned, for and in consideration of Two Thousand One Hundred Thirty Two and 00/100  
(\$ 2,132.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release  
any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described  
premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations  
due or to become due from the owner, on account of labor services, material, fixtures, apparatus, or machinery, furnished to this date by the undersigned  
for the above-described premises. INCLUDING EXTRAS.\*

Given under MY hand SIGN and seal ON  
this 28th day of February 2023  
ROBERT MIKALSEN, GENERAL MANAGER  
Signature and Seal TRAFFIC CONTROL & PROTECTION

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer  
signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF KANE  
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is ROBERT MIKALSEN, GENERAL MANAGER  
of the TRAFFIC CONTROL & PROTECTION

who is contractor for the Traffic Control  
building located at Job# 202208 - Holiday Hills/Le Villa Vaupell Sewer Extension - Phase 1 Project# NMW-082  
owned by Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extra is \$ 16,404.00 on which he has received payment of  
\$ 10,496.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal  
or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work  
and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due  
or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

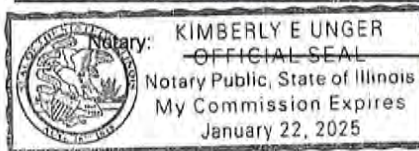
NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TRAFFIC CONTROL & PROTECTION	LABOR & MATERIAL	\$16,404.00	\$10,496.00	\$2,132.00	\$3,776.00
ALL LABOR PAID IN FULL WEEKLY. ALL					
MAT'L TAKEN FROM FULLY PAID STOCK					
AND DELIVERED TO JOBSITE ON OUR OWN					
TRUCK.					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$16,404.00	\$10,496.00	\$2,132.00	\$3,776.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done or to be done upon or in connection with said work other than above stated.

Signed this 28th day of February 2023  
Signature: \_\_\_\_\_

Subscribed and sworn to before me this 28th day of February 2023

\* EXTRAS INCLUDE BUT NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



*Kimberly E Unger*



## FINAL WAIVER

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS  
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Trine Construction Corp  
to furnish Equipment

for the premises known as La Villa Vaupell Sewer Extension Phase 1  
of which Northern Moraine Wastewater Reclamation District is the Owner.

THE UNDERSIGNED, for and in consideration of Fifty-Three Thousand Six Hundred Forty-Three Dollars and 00/100

\$53,643.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, or claim of lien, or right to lien, under the statutes of the state of Illinois, relating to mechanics' liens, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by or on behalf of the undersigned, for the above-described premises, including extras.

The undersigned does further release any and all claims of any nature whatsoever, against or its surety, relating to or arising out of the performance of the Work, including claims under 40 U.S.C. sections 270a-270d ("the Miller Act"), or any state statute serving a substantially similar purpose.

Given under our hand and seal  
this 28<sup>th</sup> day of February 2023

Signature and Seal:

Gary L. Stengler  
Gary L. Stengler, Vice President of Finance

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS  
TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, being duly sworn, deposes and says that he/she is Vice President of Finance  
of Gasvoda & Associates, inc

who is the contractor for the La Villa Vaupell Sewer Extension Phase 1  
work on the building located at St. Charles IL

owned by Northern Moraine Wastewater Reclamation District

that the total amount of the contract including extras is \$ \$84,133.00

on which he has received payment of \$ \$30,490.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Gasvoda &amp; Associates, Inc</u>	<u>Equipment</u>	<u>\$84,133.00</u>	<u>\$30,490.00</u>	<u>\$53,643.00</u>	<u>-0-</u>
<u>All materials come from PAID stock and are delivered to the job site in our trucks.</u>					
<u>All labor is PAID IN FULL. Balance due is zero (0).</u>					
<u>Our Principal Suppliers are:</u>					
<u>TOTAL LABOR AND MATERIAL TO COMPLETE</u>		<u>\$84,133.00</u>	<u>\$30,490.00</u>	<u>\$53,643.00</u>	<u>-0-</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated

Signed this 28<sup>th</sup> Day of February 2023

Signature:

Gary L. Stengler  
Gary L. Stengler, Vice President of Finance

Subscribed and sworn to before me this 28<sup>th</sup> Day of February 2023

Notary Public:

Katie A. Holetzky  
Katie A. Holetzky

KATIE A HOLETZKY  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Jul 25, 2026



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS  
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Trine Construction Corporation  
to furnish ELECTRICAL  
for the premises known as Holiday Hills Sewer Extension  
of which Northern Moraine Wastewater Reclamation District is the Owner.  
THE undersigned, for and in consideration of Thirteen Thousand Nine Hundred Forty Five & 50/100  
( \$ 13,945.50 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,

does hereby waive and release any and all lien, or claim of lien, or right to lien, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery furnished, to this date by or on behalf of the undersigned, for the above-described premises.

The undersigned does further release any and all claims of any nature whatsoever to this date, against Joseph J. Henderson and Son, Inc., or its surety, relating to or arising out of the performance of the Work, including claims under 40 U.S.C. sections 270a-270d ("the Miller Act"), or any state statute serving a substantially similar purpose.

Date: 03/02/2023

Signature and Seal:



Company Name & Address: Homestead Electrical Contracting LLC

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and design himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF LAKE

TO WHOM IT MAY CONCERN:

The undersigned (NAME) Lisa A. Thielsen  
being duly sworn, deposes and says that he is (position) Vice President  
of the (Company) Homestead Electrical Contracting LLC  
who is the contractor furnishing ELECTRICAL  
work on the building located at Villa Vaupelle Subdivision, Holiday Hills, Illinois  
owned by Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extras is \$ 316,435.00  
on which he has received payment of \$ 13,500.00 prior to this payment. That all waivers are true, correct and genuine and

delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Homestead Electrical Contracting LLC	Materials/Labor	\$ 242,297.00	\$ 13,500.00	\$ 4,320.00	\$ 224,477.00
Crescent Electric Supply Co	Gear	\$ 30,668.00	\$ -	\$ 6,120.00	\$ 24,548.00
Cummins	Generator	\$ 43,470.00	\$ -	\$ 3,505.50	\$ 39,964.50
All material is taken from fully paid stock and delivered in our trucks.					
All labor and fringe benefits are paid in full. Balance due for labor is zero.					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 316,435.00	\$ 13,500.00	\$ 13,945.50	\$ 288,989.50

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this

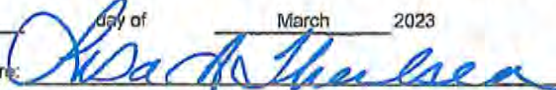
2nd

day of

March

2023

Signature:



Subscribed and sworn to before me this

2nd

day of

March

2023

LYNN C. MAGOON  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Apr 06, 2026

Signature:

Notary Signature & Seal



## PARTIAL WAIVER OF LIEN

March 02, 20 23

STATE OF Illinois

COUNTY OF Jo Daviess

TO ALL WHOM IT MAY CONCERN:

Whereas, we the undersigned Crescent Electric Supply Company have been employed by  
Homestead Electrical Contracting LLC

to furnish Gear for the building known as Holiday Hills Sewer Extension  
Villa Vaupelle Subdivision Owner: Northern Moraine Wastewater Reclamation District  
in the city of Holiday Hills and state of Illinois

Now therefore, in consideration of the sum of \_\_\_\_\_  
Six Thousand One Hundred Twenty and 00/100 \_\_\_\_\_ Dollars

(\$ 6,120.00 ), in hand paid upon said contract, and other goods valuable considerations, receipt  
whereof is hereby acknowledged, said Crescent Electric Supply Company do hereby waive and release  
lien or claim or right of lien on the above described building and premises, to the extent of the above  
cash payment only which has been received on account of labor or materials or both furnished by the  
undersigned to, or on account of the said Homestead Electrical Contracting LLC  
for the said buildings or premises.

WITNESS our hands and seals this 2nd day of March, 20 23

Invoices:

Invoices billed and paid regarding PO 2269-1593-306, Acct .465009.

CRESCENT ELECTRIC SUPPLY COMPANY

Brenda Lange (seal)  
Brenda Lange, Credit Associate

STATE OF Illinois )

) SS:

COUNTY OF Jo Daviess )

This instrument was acknowledged before me on March, 2, 2023

Donna K. Birkett

NOTARY PUBLIC in and for said County and State

102-10-Notary





STATE OF Michigan  
COUNTY OF Wayne

WHEREAS the undersigned has been employed by HOMESTEAD ELECTRICAL CONTRACTING LLC  
to furnish ELECTRICAL  
for the premises known as HOLIDAY HILLS SEWER EXTENSION  
of which NORTHERN MORaine WASTEWATER RECLAMATION DIST is the Owner.  
THE undersigned, for and in consideration of THREE THOUSAND FIVE HUNDRED FIVE & 50/100  
\$ 3,505.50 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged.

The undersigned does further release any and all claims of any nature whatsoever to this date, against Joseph J. Henderson and Son, Inc., or its surety, relating to or arising out of the performance of the Work, including claims under 40 U.S.C. sections 270a-270d (the Miller Act), or any state statute serving a substantially similar purpose.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, partner should sign and design himself as partner.

The undersigned (NAME) Derek Hoyles  
being duly sworn, deposes and says that he is (position) Senior Credit Analyst  
of the (Company) CUMMINS SALES AND SERVICE  
who is the contractor furnishing \_\_\_\_\_ GENERATOR \_\_\_\_\_  
work on the building located at VILLA VAUPELLE SUBDIVISION HOLIDAY HILLS, ILLINOIS  
owned by NORTHERN MORAINES WASTEWATER RECLAMATION DIST

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
CUMMINS SALES AND SERVICE	GENERATOR	\$ 43,740.00	\$ -	\$ 3,505.50	\$ 40,234.50
			\$ -		\$ -
			\$ -		\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 43,740.00	\$ -	\$ 3,505.50	\$ 40,234.50

Signature: Luciano Owen  
Notary Signature & Seal

TERRALYNN OWENS  
Notary Public - State of Michigan  
County of Wayne  
My Commission Expires May 10, 2027  
Acting in the County of Wayne

# WAIVER OF LIEN TO DATE

STATE OF Illinois  
COUNTY OF

} SS

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Trine Construction Corp. 1041 Trine Ct. / St Charles, IL 60174  
to furnish Tree Work  
for the premises known as Le Villa Vaupell Sewer Extension Phase 1  
of which Northern Moraine Wastewater Reclamation District is the owner.

THE undersigned, for and in consideration of Seven Thousand, Eight Hundred Ninety Eight Dollars & no/100  
(\$ 7,898.00 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois,  
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on  
the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become  
due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the  
undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE March 7, 2023 COMPANY NAME Abbott Tree Care Professionals, LLC

ADDRESS P.O. Box 249 / Wayne, IL 60184

SIGNATURE AND TITLE

\* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF Illinois  
COUNTY OF

} SS

## CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned Michael Abbott being duly sworn, deposes  
and says that he or she is owner  
of Abbott Tree Care Professionals, LLC who is the  
contractor furnishing Tree Work work on the building  
located at Le Villa Vaupell Sewer Extension Phase 1  
owned by Northern Moraine Wastewater Reclamation District

That the total amount of the contract including extras\* is \$ 63,154.00 on which he has received payment of  
\$ 37,752.30 prior to this payment.

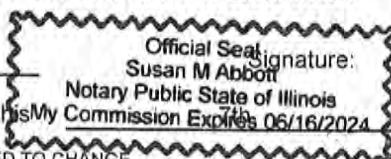
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the  
validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said  
work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof  
and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work  
according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Abbott Tree Care Professionals	Tree Work	63,154.00	37,752.30	7,898.00	17,503.70

Total Labor And Material Including Extras* To Complete	63,154.00	37,752.30	7,898.00	17,503.70
--	-----------	-----------	----------	-----------

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done upon or in connection with said work other than above stated.

DATE March 7, 2023



Subscribed and sworn before me this

My Commission Expires 06/16/2024

day of

March

2023

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Notary

**PARTIAL WAIVER OF LIEN**

STATE OF ILLINOIS  
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **Trine Construction Corp.** to furnish **Lift Station** for the premises known as **Le Villa Vaupell Sewer Extension Phase 1** of which **Northern Moraine Wastewater Reclamation District** is the owner.

THE undersigned, for and in consideration of **One Hundred Forty One Thousand Three Hundred Twenty Two and 50/100 (\$141,322.50) Dollars**, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of **ILLINOIS** relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this **14th** day of **April 2023**.

Genco Industries, Inc. / Martin Trokey / President

Signature: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Martin Trokey", is written over a horizontal line.



## **NORTHERN MORaine** **W R D**

---

### AGENDA ITEM #10D

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Payment Request #2 and Change Order #1 – Lakemoor Lift Stations Modifications (Lift Stations 1 & 6)
<b><u>Staff Recommendation:</u></b>	Motion to approve Pay Request #2 to Boller Construction for the Lakemoor Lift Station Modifications Project in the amount of \$8,398.57 and Change Order #1 for a credit of (\$10,222.30)
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

---

#### **Background:**

Pay application #2 for the Lakemoor Lift Stations Modifications project is attached for the board's approval. There has not been any physical work done to date, but this pay application covers stainless steel piping that has been purchased by a sub-contractor. It also provides us an opportunity to get another reimbursement request into DCEO so that we can continue drawing from the grant associated with this project.

This project is being funded by a \$400,000 grant that was procured by the District as part of the Illinois Capital Bill in 2019/2020. As you may recall, we originally planned on upgrading seven Lakemoor lift stations, but after getting bids back, the scope was reduced to two lift stations. The balance of the work on the other five lift stations will be done via direct procurement over time or re-bid as a package at a future date.

In addition to the payment request, there are two changes to the contract that are covered under this agenda items. First, we are correcting the pumps being provided under contract to reflect some previously purchased by the District for these lift stations, resulting in a net credit of (\$5,722.30). The second item is the use of a 12" flowmeter that the District has in stock that was left over because of some onsite changes we had to make to our metering pit for the Return Activated Sludge line south of the Oxidation Ditch. This flowmeter is compatible with the one that is needed at Lift Station #1. While the flowmeter is worth more than the credit being provided, it is more than we would have received had we returned the flowmeter to the manufacturer. The credit for the flowmeter is (\$4,500). The net credits from both changes is (\$10,222.30) reducing the contract price to \$462,177.70.

The total project contract price is \$462,177.70 and this pay application brings payment to \$16,597.75, less retainage and past payments for a net payment amount of \$8,398.57. All waivers and Trotter's payment recommendation is attached.







## NORTHERN MORaine W R D

---

### AGENDA ITEM #10D

**Recommendation:**

It is the recommendation of the District Manager to to Approve Pay Request #2 to Boller Construction for the Lakemoor Lift Station Modifications Project in the amount of \$8,398.57 and Change Order #1 for a credit of (\$10,222.30)

**Votes Required to Pass:**

Simple Majority, via a roll call vote



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



Phone: 847-526-3300  
Fax: 847-526-3349



Email: [info@nmwrd.org](mailto:info@nmwrd.org)  
Web: [www.nmwrd.org](http://www.nmwrd.org)



## Transmittal Sheet

<b>To:</b>	Mohammed Haque	<b>From:</b>	Jillian Kiss, P.E.
	Northern Moraine Wastewater		Trotter and Associates, Inc.
	Reclamation District		
	113 Timber Trail		40W201 Wasco Road, Suite D
	P.O. Box 240		St. Charles, Illinois 60175
	Island Lake, IL 60042		(847) 507-1469

**Date:** March 9, 2022      **Project:** NMW070 – Lakemoor Lift Stations No. 1 and No. 6 Modifications

**Enclosed please find the following documents/information:**

1	Recommendation of Payment #2
1	Application for Payment #2
1	Waiver of Lien
1	Certified Payroll
1	Stored Materials Documentation

**The above documents/information are submitted:**

<input type="checkbox"/> As requested	<input type="checkbox"/> For your signature
<input checked="" type="checkbox"/> For your approval	<input type="checkbox"/> For your information and files

**Comments:**

Mohammed,

Please find the Recommendation of Payment #2, Pay Application #2, Waiver of Lien, Certified Payroll, and Stored Materials Documentation from Boller Construction for the **Lakemoor Lift Stations No. 1 and No. 6 Modifications** project.

Please contact me if you have any questions.

Thank you,

Jillian Kiss, P.E.

RECOMMENDATION OF PAYMENT NO. 2

ENGINEER'S PROJECT NO: NMW-070

---

NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT

CONTRACTOR: Boller Construction Co., Inc.

CONTRACT FOR: Lakemoor Lift Station No. 1 and No. 6 Modifications

APPLICATION DATE: February 1, 2023

APPLICATION AMOUNT: **\$8,398.57**

PERIOD ENDING: February 28, 2023

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TO: Northern Moraine Wastewater Reclamation District  
OWNER

Attached hereto is the CONTRACTOR'S Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents. We recommend that CONTRACTOR'S Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the work covered by all prior Applications for Payments be obtained.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

TROTTER & ASSOCIATES, INC.  
ENGINEER

DATED: March 9, 2023

BY: \_\_\_\_\_

  
Jillian Kiss, P.E.  
Project Manager

---

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STATEMENT OF WORK

Original Contract Price	\$472,400.00
Net Change Orders	-\$10,222.30
Current Contract Price	\$462,177.70
Work to Date	\$16,597.75
Work to be Done	\$445,579.95
Amount Retained (10%)	\$1,659.78
Subtotal	\$14,937.97
Previous Payments	\$6,539.40
Amount Due This Payment	\$8,398.57

# AIA<sup>®</sup> Document G702<sup>™</sup> – 1992

## Application and Certificate for Payment

**TO OWNER:**

Northern Moraine Wastewater Reclamation District  
113 Timber Trail, P.O. Box 240  
Island Lake, Illinois 60042

**FROM CONTRACTOR:**

Boller Construction Company, Inc.  
3045 W. Washington St.  
Waukegan, Illinois 60085

**PROJECT:**

NMWRD Lakemoor Lift Stations No. 1 & No.6 Modifications  
420 Timber Trail  
Island Lake, Illinois 60042

**VIA ARCHITECT:**

Trotter & Associates, Inc.  
40W201 Wasco Road, Ste. D  
St. Charles, Illinois 60175

**APPLICATION NO: 2**
**PERIOD TO: 02/28/2023**
**CONTRACT FOR: 22237 - General Construction**
**CONTRACT DATE: 02/11/2022**
**PROJECT NOS: 22237**
**Distribution to:**

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 472,400.00
2. Net Change by Change Orders .....	\$ (10,222.30)
3. CONTRACT SUM TO DATE (Line 1+2) .....	\$ 462,177.70
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703) .....	\$ 16,597.75
5. RETAINAGE:	
a. 10.0% of Completed Work (Column D + E on G703)	\$ 459.78
b. 10.0% of Stored Material (Column F on G703)	\$ 1,200.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$ 1,659.78
6. TOTAL EARNED LESS RETAINAGE .....	\$ 14,937.97
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 6,539.40
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 8,398.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 447,239.73

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$(10,222.30)
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$(10,222.30)</b>
NET CHANGES by Change Order		\$ (10,222.30)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Boller Construction Company, Inc.

By: Josh Boller Date: March 03, 2023  
State of: Illinois County of: Lake  
Subscribed and sworn to before me this March 03, 2023  
Notary Public: Heather M. Schultz  
My Commission expires: 02/24/2025, #926779  
State of Illinois, County of Lake



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ **8,398.57**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** Trotter & Associates, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 2

APPLICATION DATE: 02/23/23

PERIOD TO: 02/28/23

ARCHITECT'S PROJECT NO: 22237

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01-050	Owner Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
01-051	Natural Gas Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
01-052	Unforeseen Issue Allowance	10,000.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
01-100	General Conditions	45,741.00	704.40	942.28	0.00	1,646.68	3.6%	44,094.32	164.67
01-160	Oracle/Procore Usage Fee	1,615.00	1,615.00	0.00	0.00	1,615.00	100.0%	0.00	161.50
01-190	Payment and Performance Bonds	4,346.00	4,346.00	0.00	0.00	4,346.00	100.0%	0.00	434.60
01-270	Water Pumping	17,884.00	0.00	0.00	0.00	0.00	0.0%	17,884.00	0.00
01-271	Sludge Removal	6,262.00	0.00	0.00	0.00	0.00	0.0%	6,262.00	0.00
02-600	Site Plumbing	50,000.00	0.00	1,308.37	12,000.00	13,308.37	26.6%	36,691.63	1,330.84
02-900	Landscaping	12,820.00	0.00	0.00	0.00	0.00	0.0%	12,820.00	0.00
03-100	Concrete	4,500.00	0.00	0.00	0.00	0.00	0.0%	4,500.00	0.00
09-900	Painting	60,000.00	0.00	0.00	0.00	0.00	0.0%	60,000.00	0.00
11-130	Lift Pumps	62,000.00	0.00	0.00	0.00	0.00	0.0%	62,000.00	0.00
16-100	Electrical	48,000.00	0.00	0.00	0.00	0.00	0.0%	48,000.00	0.00
16-900	Instrumentation	90,232.00	0.00	0.00	0.00	0.00	0.0%	90,232.00	0.00
90-001	Change Order #1 - Pump Changes	(5,722.30)	0.00	(5,722.30)	0.00	(5,722.30)	100.0%	0.00	(572.23)
90-002	Change Order #2 - Flowmeter	(4,500.00)	0.00	0.00	0.00	0.00	0.0%	(4,500.00)	0.00

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# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet (page 3)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,  
containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 2

APPLICATION DATE: 02/23/23

PERIOD TO: 02/28/23

ARCHITECT'S PROJECT NO: 22237

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%( G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
99-100	Overhead & Profit	39,000.00	600.60	803.40	0.00	1,404.00	3.6%	37,596.00	140.40
	GRAND TOTAL	\$462,177.70	\$7,266.00	\$(2,668.25)	\$12,000.00	\$16,597.75	3.6%	\$445,579.95	\$1,659.78

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**WAIVER OF LIEN TO DATE**

STATE OF Illinois

COUNTY OF Lake

}

SS

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Northern Moraine Wastewater Reclamation District  
to furnish General Construction  
for the premises known as NMWRD Lakemoor Lift Stations No. 1 & No.6 Modifications  
of which Northern Moraine Wastewater Reclamation District is the owner.

THE undersigned, for and in consideration of Eight thousand three hundred ninety eight and 57/100 (\$8,398.57) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished to this date, by the undersigned for the above-described premises.

Dated February 28, 2023Signature and Seal: Josh Boller

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF Illinois

COUNTY OF Lake

}

SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Josh Boller  
President of Boller Construction Company, Inc.  
who is the contractor for the General Construction work on the  
building located at 420 Timber Trail Island Lake, Illinois  
owned by Northern Moraine Wastewater Reclamation District.  
That the total amount of the contract including extras is \$462,177.70 on which he has received payment of \$6,539.40 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Boller Construction Company, Inc.	General Construction	207,067.33	6,539.40	(3,578.96)	204,106.89
Associated Electrical Contractors, LLC	Electric	48,000.00	0.00	0.00	48,000.00
Allan Integrated Control Systems, Inc.	Instrumentation & Controls	87,982.00	0.00	0.00	87,982.00
Dahme Mechanical Industries	Site Utilities	46,308.37	0.00	11,977.53	34,330.84
McGinty Bros Inc.	Landscaping	12,820.00	0.00	0.00	12,820.00
GP Maintenance	Painting	60,000.00	0.00	0.00	60,000.00
TOTAL LABOR AND MATERIAL TO COMPLETE		462,177.70	6,539.40	8,398.57	447,239.73

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 3rd day of March, 2023Signature: Josh Boller



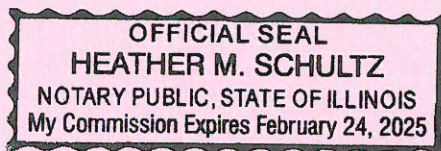
Subscribed and sworn before me this 3rd day of March, 2023

Notary Public: Heather M. Schultz

My Commission Expires: 24th day of February, 2025

State of Illinois, County of Lake

#926779



**From:** [Kris Komorn](#)  
**To:** [Heather Schultz](#)  
**Cc:** [Jillian Kiss](#); [Lindsay Muth](#)  
**Subject:** RE: NMWRD Lakemoor Lift Station 1 & 6 Modifications - February 2023 Pencil Pay Request  
**Date:** Thursday, March 2, 2023 3:37:21 PM  
**Attachments:** [image002.png](#)  
[Invoice\\_12504931-00.pdf](#)

---

Lorraine is out for the next few days recovering from surgery so it took me a bit to dig this out.

This is the material list:

**NM2000**

- (80') 6" sch 40 304L (20' was inadvertently ordered on another ticket for another job, it's here)
- (4) 6" ditto BW 90s
- (2) 6" SOFs
- (2) 6" WNFs

Mo has seen these pics as well. The rest of the pipe (40') is in another bay that I don't have the key for. We have several similar lift station projects going at the same time so the material is kinda interchangeable.

I also billed for some admin and handling time, as well as offered up the credit in this draw. Ultimately I am just trying to get clean on what I paid my vendor. We don't hold retention on material suppliers unless they are providing items that require a start-up.

Kris Komorn  
Dahme Mechanical Industries, Inc.  
847-212-1147

---

**From:** Heather Schultz <heathers@bollerconstruction.com>  
**Sent:** Wednesday, March 1, 2023 5:39 AM  
**To:** Kris Komorn <kkomorn@dahmemechanical.com>  
**Subject:** FW: NMWRD Lakemoor Lift Station 1 & 6 Modifications - February 2023 Pencil Pay Request

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Morning, Lindsay is requesting Photos, bill of sale, inventory list for the stored materials you have. Can you send me what you have please?

Heather Schultz



3045 W. Washington Street  
Waukegan, IL 60085

(D): 847-775-7211  
[HeatherS@BollerConstruction.com](mailto:HeatherS@BollerConstruction.com)

---

**From:** Lindsay Muth <[l.muth@trotter-inc.com](mailto:l.muth@trotter-inc.com)>  
**Sent:** Tuesday, February 28, 2023 3:27 PM  
**To:** Heather Schultz <[heathers@bollerconstruction.com](mailto:heathers@bollerconstruction.com)>  
**Cc:** Jillian Kiss <[j.kiss@trotter-inc.com](mailto:j.kiss@trotter-inc.com)>; Adam Dunkelberg <[adamd@bollerconstruction.com](mailto:adamd@bollerconstruction.com)>  
**Subject:** NMWRD Lakemoor Lift Station 1 & 6 Modifications - February 2023 Pencil Pay Request

Hi Heather,

We have the following comments/requested changes for the February pencil pay request:

1. Item 02-500
  - a. Please move the requested amount to column F (stored materials)
  - b. Please provide photos, bill of sale, and an inventory list of the stored materials
2. Provide waiver of lien.

Thanks,  
Lindsay

**Lindsay T. Muth, E.I.T.**  
**Staff Engineer**

O: 630.587.0470 | M: 331.725.6139  
40W201 Wasco Road, Suite D St. Charles, IL 60175  
[l.muth@trotter-inc.com](mailto:l.muth@trotter-inc.com) | [www.trotter-inc.com](http://www.trotter-inc.com)





PLEASE REMIT TO:  
PORTER PIPE & SUPPLY  
PO BOX 7051  
CAROL STREAM, IL 60197-7051

# Invoice 12504931-00



<b>Invoice Date</b>	<b>Terms</b>		<b>Due Date</b>
11/28/22	2%10thPrxN30		12/31/22
<b>Customer #</b>	<b>Sales Rep In</b>	<b>Sales Rep Out</b>	<b>Placed By</b>
220	Shawn L. Hansen	Daniel Sapienza	KK
<b>Customer PO/Job Number</b>		<b>Reference</b>	
NM2000			
<b>Shipping Location</b>	<b>SHIP VIA</b>	<b>Confirmation of Receipt</b>	
401 Addison - Porter Pipe	OUR TRUCK		
<b>Shipped Date</b>			
11/28/22			

## Bill To

DAHME MECHANICAL INDUSTRIES  
610 S ARTHUR AVE  
ARLINGTON HEIGHTS, IL 60005

## Ship To

DAHME MECHANICAL INDUSTRIES  
610 S ARTHUR AVE  
ARLINGTON HEIGHTS, IL 60005

## Instructions

O/T EARLY AM MONDAY

## Notes

Line	Product Number		Qty UM	Quantity			List Price	Discount	Net Amount
				Ordered	Shipped	B/O			
1	909725-90272	6 304 SS 40S .280W WLD PIPE A312	FT	60	60	0	\$188.510	25.0	\$8,482.95
2	6304SSW90	6 304 SS SCH40 WELD 90 B36.10/19 A403/SA403	EA	4	4	0	\$658.130	68.32	\$833.98
3	6304SSSO	6 304 SS 150# SLIP-ON FLANGE RF B16.5 A182	EA	2	2	0	\$247.000	4.0	\$474.24
4	6304SSWN	6 304 SS 150# WN FLANGE STD RF B16.5 A182	EA	2	2	0	\$366.000	4.0	\$702.72

4 Lines Total

Qty Shipped Total

68

Subtotal

10,493.89

Taxes

865.75

Total

11,359.64

Cash Discount 209.88 if Paid By 12/10/22

\*\*\* All non-stock material is non-cancellable, non-returnable, and freight will apply.

ALL RETURNED MATERIAL MUST BE ACCOMPANIED WITH A PORTER PIPE RETURN AUTHORIZATION NUMBER FOR CREDIT TO BE ISSUED.  
FINANCE CHARGES WILL BE APPLIED TO ALL LATE PAYMENTS.

From all of us at Porter Pipe, we thank you for this order and the opportunity to be your supplier partner!



DAHME MECHANICAL INDUSTRIES

610 S ARTHUR AVENUE  
ARLINGTON HTS, IL 60005

# Invoice

Date	Invoice #
2/24/2023	20230054

Bill To
BOLLER CONSTRUCTION CO INC 3045 W WASHINGTON ST WAUKEGAN, IL 60085-4843

Job Location
NMWRD LAKEMOOR LIFTSTATIONS 1 & 6 MODIFICATIONS 420 TIMBER TRAIL ISLAND LAKE, IL 60042

P.O. No.	Terms	Due Date	Rep	Project
22237	Net 30	3/26/2023	KK	NM2000-22237 NMWRD LAKEMOOR LS 1 & 6

Description	Qty	Rate	Amount
PAY APPLICATION NO 1 - CONTRACTOR'S APPLICATION FOR PAYMENT FORM G702 & G703 ATTACHED		13,308.37	13,308.37

<b>Total</b>	\$13,308.37
<b>Balance Due</b>	\$13,308.37

## AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 1 PAGES

TO OWNER: Boller Construction  
3045 Washington St.  
Waukegan, IL 60085

PROJECT: NMWRD Lakemoor LS

APPLICATION NO.: 1

APPLICATION DATE: 10/26/2022

PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO.: 22237-2600

Distribution to:

] OWNER

] ARCHITECT/

ENGINEER

FROM CONTRACTOR: Dahme Mechanical Industries, Inc.  
610 S. Arthur Ave  
Arlington Heights, IL 60005

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE: 3/2/2022

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$ 50,000.00
2. Net Change By Change Orders..... \$ -3,691.63
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 46,308.37
4. TOTAL COMPLETED & STORED TO DATE..... \$ 13,308.37  
(Column G on G703)
5. RETAINAGE:
- a. 10 % of Completed Work \$ 1,330.84  
(Columns D + E on G703)
- b. % of Stored Material \$ 0.00  
(Column F on G703)
- Total Retainage (Line 5a + 5b or  
Total in Column I of G703)..... \$ 1,330.84
6. TOTAL EARNED LESS RETAINAGE..... \$ 11,977.53  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$ 11,977.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 34,330.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	-\$3,691.63	\$0.00
TOTALS	-\$3,691.63	\$0.00
NET CHANGES by Change Order	-\$3,691.63	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 2-24-23

State of:

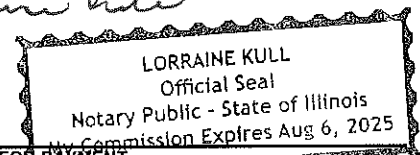
County of:

Subscribed and sworn to before me this 24th day of Feb. 2023

Notary Public:

My Commission expires:

Feb 2025



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT/ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1

APPLICATION DATE: 10/28/22

PERIOD TO: 2/28/23

ARCHITECT'S PROJECT NO.: 22237-2800

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	mobilization and administrative considerations	\$5,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	60.00%	\$2,000.00	\$300.00
2	general conditions and supervision	\$5,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	40.00%	\$3,000.00	\$200.00
3	LS #1	\$20,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	30.00%	\$14,000.00	\$600.00
4	LS #6	\$20,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	30.00%	\$14,000.00	\$600.00
5	CO #1 - scope change	-\$3,691.63	\$0.00	-\$3,691.63	\$0.00	-\$3,691.63	100.00%	\$0.00	-\$369.16
TOTALS		\$46,308.37	\$0.00	\$13,308.37	\$0.00	\$13,308.37	28.74%	\$33,000.00	\$1,330.84











## CHANGE ORDER NO. 1

Date: February 8, 2023 Date of Agreement: October 21, 2022

Project: Northern Moraine Wastewater Reclamation District  
Lakemoor Lift Station No. 1 and No. 6 Modifications

Job Number: NMW070

<b>Owner:</b>	Northern Moraine Wastewater Reclamation District 113 Timber Trail Island Lake, IL 60042	<b>Contractor:</b>	Boller Construction Co., Inc. 3045 W. Washington St. Waukegan, IL, 60085
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The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #1 and #2.

Justification: See attached Contract Modification Requests (CMR's).

Original Contract Price	\$472,400.00
Amount of Previous Change Order(s)	\$0.00
Current Contract Price adjusted by Previous Change Order(s)	\$472,400.00
Change in Contract Price Due to this Change Order	<b>-\$10,222.30</b>
Contract Price Including this Change Order	\$462,177.70

Original Contract Time	530	Calendar Days
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	530	Calendar Days
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Time Including this Change Order	530	Calendar Days

Approvals:

BOLLER CONSTRUCTION CO.,  
INC.

TROTTER AND ASSOCIATES, INC.

NORTHERN MORaine  
WASTEWATER RECLAMATION  
DISTRICT

\_\_\_\_\_  
*Adam Dunkelberg*  
Project Manager/Estimator

\_\_\_\_\_  
  
*Jillian Kiss, P.E.*  
Project Manager

\_\_\_\_\_  
*Mohammed Haque, P.E.*  
District Manager



40W201 Wasco Road, Suite D – St. Charles, Illinois, 60175  
Phone: 630/587-0470 – Fax: 630/587-0475

**Contract Modification Request No.** 001 **Date:** January 12, 2023

**To:** Adam Dunkelberg  
Project Manager

**From:** Jillian Kiss, P.E.  
Project Manager

**Project:** Northern Moraine WRD – Lakemoor Lift Station No. 1 and No. 6 Modifications  
NMW070

**Owner:** Northern Moraine Wastewater  
Reclamation District  
113 Timber Trail  
Island Lake, IL 60042

**Contractor:** Boller Construction Co., Inc.  
3045 W. Washington St.  
Waukegan, IL, 60085

**It has been requested that a Contract Modification be initiated to the above referenced contract. The following information is provided as backup data:**

**1. Scope of Work (Provide Attachments if Needed):**

Contractor to provide material and labor for the following changes to the scope of work.  
Lift Station 1:

- Change pump quantity from (2) pumps to (1) pump. Provide credit for (1) pump. Tag P-11 to be provided.
- Keep Quantity (2) base elbows, guide rail brackets, I0113 monitoring relays.
- Contractor to install (2) pumps (original contract) – (1) provided by vendor and (1) provided by Owner

Lift Station 6:

- Change pump quantity from (0) pumps to (1) pump.
- Contractor to install (2) pumps – (1) provided by vendor and (1) provided by Owner.
- Existing base elbows and guide rail brackets to remain.
- Submittal for LS6 pump (Grundfos S1.30.A40.181.4.50H.C.239.G.EX.D.Z) to be provided separately.
- Provide credit for LS6 accessories listed in Grundfos pump shop drawing which were removed from work scope at time of award.

**2. Reason for Modification:**

After discussion with the Owner, the Owner has pumps in inventory that they would like to utilize. The scope has been adjusted to reflect the new scope of supply and the additional installation required.

Continues on next page.



3. **Approximate Cost Change to Contract Price:** (\$5,722.30)

4. **Additional Contract Time to Complete Modification:** 0 days

5. **Attachments:**

Prepared by:   
Jillian Kiss, P.E.  
Project Manager

Approved by:   
Mohammed Haque, P.E.  
District Manager

Date: January 12, 2023

Date: February 8, 2023

Cc: Northern Moraine Wastewater Reclamation District  
File (NMW070-7.21)

## CHANGE ORDER #1



Project Name: **NMWRD LAKEMOOR LIFT STATION IMPROVENTS - #1 & #6**  
ATTN: Jillian Kiss, Mohammed Haque, Joe Lapastora  
January 6, 2023  
Boller Project # 22-237

3045 W Washington St  
Waukegan, IL 60085  
Office: (847) 662-5566

### Pump Changes for Lift Station #1 & Lift Station #6

ITEM	QUANTITY	UNIT	RATE	TOTAL
Dahme Mechanical - Credit for less work at LS#1 & LS#6	1	LS		(\$3,691.63)
<u>Gasvoda &amp; Associates</u>				
Pump & Accessories Change	1	LS		(\$2,030.67)
*please see separate sheet for itemized list				

Subtotal: (\$5,722.30)

Boller Construction O & P - 0% \$0.00

Total: (\$5,722.30)

## RE: NMWRD Lakemoor Lift Station - PUMP CHANGES

John Greaney <JGreaney@Gasvoda.com>

Wed 1/11/2023 15:20

To: Adam Dunkelberg <adamd@bollerconstruction.com>

 1 attachments (331 KB)

NMWRD LS 6 replacment pump 1 11 22.pdf;

Adam,  
Below are revisions as requested.

Per our conversation the original pumps (Grundfos Model S1.30.A40.181.4.50H.C.239.G.EX.D.Z.) that were provided for LS # 6 are no longer available. They have been replaced with the attached pump. (Grundfos Model SE1.30.A40.150.4.52H.C.EX.61R.A). I have checked to make sure the clearance requirements are OK based on the original 4" x 6" Base elbows that were installed.

This pump is more efficient and requires less HP (which is why the original pump was discontinued). I did advise Mohammed Haque at NMWRD that this would be different than the other pump he has for LS 6 and he seemed OK with that. You can use the attached pdf as submittal for LS 6 replacement pump.

Overloads in the motor starters should be replaced or adjusted from 46.0 FLA down to 37 FLA.

**Original Proposal \$ 62,000.00 Revised total \$ 59,969.33**

Revised Scope as follows: **Changes in Red**

### Lift Station 1

#### Spec Section 43 25 13.27 Submersible Pumping Equipment Lift Sation No. 1 per specifications

- Qty 1 Grundfos Submersible Pumps as specified  
Configuration SE1.30.A40.200.4.52.C.EX.61R.A  
20 HP, 1750 rpm 230/ 460 volt 60 hZ FLA = 50/25  
Duty Point: 401 GPM @ 81' TDH  
75' cables  
Explosionproof rated  
Testing as specified  
Tag: P-11 **and P-12**
- Qty 2 Grundfos 4" x 6" base elbows with movable fittings for above pumps.
- Qty 2 Intermediate guide rail brackets for 6" riser pipe ( 2" SS rail material by others and not included)
- Qty 2 30' 316 Stainless steel lifting chains with anchor pin shackles
- Qty 2 Grundfos IO113 monitoring relays for integration by panel provider
- Qty 1 Factory Start up services. 2 days included
- Lead time 20-22 weeks from release to production

**LS 1 total \$ 36,259.00**

### Lift Station 6

#### Spec Section 43 25 13.28 Submersible Pumping Equipment Lift Sation No. 6 per specifications

- Qty 0 **Delete Grundfos 4" x 4" base elbows with movable fittings for above pumps.**
- Qty 0 **Delete Intermediate guide rail brackets for 6" riser pipe ( 2" SS rail material by others and not included)**
- Qty 1 **ADD New pump for LS# 6 to fit on existing 4" x 6" Base elbow**  
Grundfos Submersible Pump – Current replacement for configuration for S1.30.A40.181.4.50H.S.239... 18 HP (no longer available)  
This pump has similar duty point and requires less HP and higher efficiency.  
Configuration SE1.30.A40.150.4.52.C.EX.61R.A  
15 HP, 1750 rpm 230/ 460 volt 60 hZ FLA = 37/19 FLA  
Duty Point: 521 GPM @ 66.76' TDH ( old pump was 515 GPM @ 65.22' TDH)  
82' cables  
Explosionproof rated
- Qty 1 **30' 316 Stainless steel lifting chains with anchor pin shackles**



Qty 1 ADD Factory Start up services. 2 days included (Deduct \$ 1700 if only single trip required)  
Current lead time is 20-22 weeks from receipt of approved submittal.

**LS 6 total \$ 23,710.00**

**Revised total \$ 59, 969.33**

I assumed they needed new SS chains for the new pump for LS 6.

Not sure if the other pump they want to install needs new chains as well.

If they do let me know so I can order them at the same time. I won't charge anything extra if you need chain for the other pump as long as I can order it all at the same time.

Let me know if you have any questions. I need to release all the

John T. Greaney  
Gasvoda & Assoc.  
Cell 708-774-1456

---

**From:** Adam Dunkelberg <adamd@bollerconstruction.com>

**Sent:** Wednesday, January 4, 2023 12:51 PM

**To:** John Greaney <JGreaney@Gasvoda.com>; Ted Zess <tzess@allan-ics.com>; Kris Komorn <kkomorn@dahmememechanical.com>; Jamie Pluciennik <jpluciennik@associated-electrical.com>; George Poulos <gpmaintsvcs@att.net>; Brian Wilson <bwilson@mcgintybros.com>

**Cc:** Josh Harmon <joshh@bollerconstruction.com>

**Subject:** Re: NMWRD Lakemoor Lift Station - PUMP CHANGES

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

I have attached Trotters' CMR for your reference & records. Besides your new price i will need to know how much extra time will be added to your work to complete the new work. Any original components for

I think the new changes should only impact Dahme, Allan & Gasvoda. Please let me know if otherwise.

Please touch base with me if you have any questions. I want to get this in by the end of the week so we can get components ordered for an early summer start.

*Adam Dunkelberg*  
*Project Manager*

*Office - (847) 662-5566 ext. 213*

*Direct - (847) 775-7213*

*Mobile - (847) 875-1006*

*Email - [AdamD@bollerconstruction.com](mailto:AdamD@bollerconstruction.com)*



3045 W Washington St  
Waukegan, IL 60085

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**From:** Adam Dunkelberg <[adamd@bollerconstruction.com](mailto:adamd@bollerconstruction.com)>

**Sent:** Wednesday, January 4, 2023 07:52

**To:** John Greaney <[jgreaney@gasvoda.com](mailto:jgreaney@gasvoda.com)>; Ted Zess <[tzess@allan-ics.com](mailto:tzess@allan-ics.com)>; Kris Komorn <[kkomorn@dahmememechanical.com](mailto:kkomorn@dahmememechanical.com)>; Jamie Pluciennik <[jpluciennik@associated-electrical.com](mailto:jpluciennik@associated-electrical.com)>; George Poulos <[gpmaintsvcs@att.net](mailto:gpmaintsvcs@att.net)>; Brian Wilson <[bwilson@mcgintybros.com](mailto:bwilson@mcgintybros.com)>

**Cc:** Josh Harmon <[joshh@bollerconstruction.com](mailto:joshh@bollerconstruction.com)>

**Subject:** NMWRD Lakemoor Lift Station - PUMP CHANGES

Good morning All,

Trotter and NMWRD changed up the pumps. Please see Jillians email below:

Hi Adam,

In short, control panel and pump submittals will be uploaded shortly to Procore.

With regards to pump changes, Lift Station #1 pump size is acceptable. However, the following is a copy of the pump submittal comments detailing scope of supply changes as directed by the District:

Lift Station 1

1. Change pump quantity from (2) pumps to (1) pump. Provide credit for (1) pump material.
2. Keep Quantity (2) base elbows, guide rail brackets, I0113 monitoring relays.
3. Contractor to install (2) pumps (original contract) – (1) provided by vendor and (1) provided by Owner

Lift Station 6

1. Change pump quantity from (0) pumps to (1) pump.
2. Contractor to install (2) pumps – (1) provided by vendor and (1) provided by Owner.
3. Existing base elbows and guide rail brackets to remain.

I will be issuing a CMR shortly to document any changes to the contract price for this work. FYI - I spoke with John Greaney at Gasvoda this afternoon to give him a heads up on the scope changes.

Ill work on resolving the flow meter with Mohammed next.

I will be doing a big change order with this so please contact me to discuss.

Thanks,

*Adam Dunkelberg*  
*Project Manager*

*Office - (847) 662-5566 ext. 213*

*Direct - (847) 775-7213*

*Mobile - (847) 875-1006*

*Email - [AdamD@bollerconstruction.com](mailto:AdamD@bollerconstruction.com)*



3045 W Washington St

Waukegan, IL 60085

[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe]



40W201 Wasco Road, Suite D – St. Charles, Illinois, 60175  
Phone: 630/587-0470 – Fax: 630/587-0475

**Contract Modification Request No.** 002 **Date:** February 8, 2023

**To:** Adam Dunkelberg  
Project Manager

**From:** Jillian Kiss, P.E.  
Project Manager

**Project:** Northern Moraine WRD – Lakemoor Lift Station No. 1 and No. 6 Modifications  
NMW070

**Owner:** Northern Moraine WRD  
113 Timber Trail  
Island Lake, IL 60042

**Contractor:** Boller Construction Co., Inc.  
3045 W. Washington St.  
Waukegan, IL, 60085

**It has been requested that a Contract Modification be initiated to the above referenced contract. The following information is provided as backup data:**

**1. Scope of Work (Provide Attachments if Needed):**

Contractor to install 12” mag meter FE/FIT-12 as noted on sheet LS1.1 and shown on sheet E1.1. 12” mag meter to be provided by Owner. Owner to coordinate extended cable and repotting with manufacturer.

**2. Reason for Modification:**

Costs associated with material, labor, calibration and start-up of FE/FIT-12 were not included in the contractor’s original bid. The Owner is providing the new 12” flow meter as a \$4,500.00 credit, and the contractor and subcontractor have agreed to split the remaining costs.

**3. Approximate Cost Change to Contract Price:** **\$(4,500.00)**

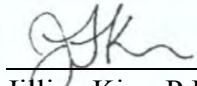
**4. Additional Contract Time to Complete Modification:** **0 days**

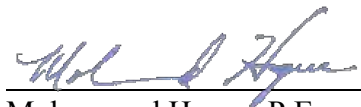
**5. Attachments:**

Proposal, dated February 7, 2023

Continued on next page.



Prepared by:   
Jillian Kiss, P.E.  
Project Manager

Approved by:   
Mohammed Haque, P.E.  
District Manager

Date: February 7, 2023

Date: February 8, 2023

Cc: Northern Moraine Wastewater Reclamation District  
File (NMW070-7.21)



PCO #002

Boller Construction Company  
3045 Washington Street  
Waukegan, Illinois 60085-4843  
Phone: (847) 662-5566

Project: 22-237 - NMWRD Lakemoor Lift Stations  
598 Fritzsche Rd & 32205 Darrell Rd  
Lakemoor, Illinois 60051

## Prime Contract Potential Change Order #002: CE #002 - Lift Station 7 - 12

TO:	Northern Moraine Wastewater Reclamation District 113 Timber Trail Island Lake Illinois, 60042	FROM:	Boller Construction Company 3045 W Washington St Waukegan Illinois, 60085
REQUEST RECEIVED FROM:	Adam Dunkelberg (Boller Construction Company)	CREATED BY:	Shelley Morin (Boller Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	2/7 /2023
SCHEDULE IMPACT:		TOTAL AMOUNT:	(\$8,000.00)

CHANGE REASON: Client Request

### POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

#### CE #002 - Lift Station 7 - 12" Flowmeter

Install new 12" flowmeter for LS #7 located at LS #1. NMWRD is contributing a new 12" flowmeter with a \$4500 credit, Boller Construction will be contributing \$1,750 & Allan Integrated will cover the remaining \$1,750 including the labor, panel installation and startup. Dahme Mechanical to install the Flow Meter at their cost from the original bid. ALI 3 parties have verbally agreed to this.

### ATTACHMENTS:

#	Description	Amount
1	Allan Contribution	(\$1,750.00)
2	Credit from existing 12" flowmeter NMWRD Contribution	(\$4,500.00)
3	Boller Contribution	(\$1,750.00)
Subtotal:		(\$8,000.00)
Grand Total:		(\$8,000.00)

Approved By

Date



## NORTHERN MORaine W R D

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### AGENDA ITEM #10E

**Meeting Date:** March 14, 2023

**Item:** Phosphorus Removal Chemical

**Staff Recommendation:** Motion to award the bid to the lowest responsible and responsive bidder, Chemtrade Chemicals US, LLC, in the amount bid for phosphorus removal chemical for the 2023-24 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Chemtrade Chemicals US, LLC to supply phosphorus removal chemical for a one-year period beginning on May 1, 2023.

**Staff Contact:** Mohammed M. Haque, District Manager

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**Background:**

On March 7, 2023, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for Phosphorus Removal Chemical used to remove Phosphorus from the plant effluent. One bid was received:

CHEMTRADE CHEMICALS US, LLC. ~ Chicago, IL ✓

Hyper+Ion1997, Delivered	\$4.91 per gallon
2nd Year (Hyper+Ion1997, Delivered)	No Bid
3rd Year (Hyper+Ion1997, Delivered)	No Bid

✓ Indicates recommended lowest responsible and responsive bidder.

District Staff has reviewed all bids received for completeness and accuracy and compliance with bid documents. Chemtrade Chemicals US, LLC is the District's current supplier and they have proved to be a reliable chemical provider. Unit price per gallon has increased when compared to the current contract. Specifically, we will see a 9% increase when compared to the current contract.

**Recommendation:**

It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Chemtrade Chemicals US, LLC for the 2023-24 contract period, contingent upon receipt of the missing signed Addendums.

**Votes Required to Pass:**

Simple Majority, via a roll call vote



## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and Chemtrade Chemicals US, LLC to supply phosphorous removal chemical for a one-year period beginning May 1, 2023.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK

## PROPOSAL

**Company Name:** CHEMTRADE CHEMICALS US LLC

**Point-of-Contact Name:** ELIZABETH RYNO, MARKETING SPECIALIST

**Point-of-Contact Telephone:** 800-441-2659

**Point-of-Contact E-mail:** bids@chemtradeLogistics.com

### SCHEDULE OF PRICES

#### **Base Bid Price: (May 1, 2023, through April 30, 2024)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ \*4.91

#### **Optional Second Year: (May 1, 2024, through April 30, 2025)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ NO BID

#### **Optional Third Year: (May 1, 2025, through April 30, 2026)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ NO BID

List any and all deviations from minimum specifications:

NONE

\*PLEASE NOTE PRODUCT BEING BID ON IS CHEMTRADE'S HYPER+ION 1997.  
FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$860.00/TON.



## NORTHERN MORaine W R D

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### AGENDA ITEM #10F

**Meeting Date:** March 14, 2023

**Item:** Lawn Maintenance

**Staff Recommendation:** Motion to award the bid to the lowest responsible and responsive bidder, Accent Landscaping in the amount bid for lawn maintenance for the 2023-24 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year service agreement with Accent Landscaping for lawn maintenance beginning on May 1, 2023 and authorize the District Manager to extend the contract for up to two additional years.

**Staff Contact:** Mohammed M. Haque, District Manager

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**Background:**

On March 8, 2023, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for lawn maintenance. A total of three bids were received:

**Accent Landscaping, Ingleside, IL ✓**

**Bid Price (2023-24)**

Class 1 Properties	\$ 550.00 per mow
Class 2 Properties	\$ 340.00 per mow
Additional Properties	\$ 0.015 per sq. ft.
Weed Control	\$ 210.00 per application

***Optional 1st Year Renewal (2024-25)***

Class 1 Properties	\$ 560.00 per mow
Class 2 Properties	\$ 350.00 per mow
Additional Properties	\$ 0.015 per sq. ft.
Weed Control	\$ 220.00 per application

***Optional 2nd Year Renewal (2025-26)***

Class 1 Properties	\$ 570.00 per mow
Class 2 Properties	\$ 350.00 per mow
Additional Properties	\$ 0.02 per sq. ft.
Weed Control	\$ 230.00 per application







## NORTHERN MORaine W R D

### AGENDA ITEM #10F

#### **Milieu Landscaping, Lake Zurich, IL**

##### **Bid Price (2023-24)**

Class 1 Properties	\$ 705.00 per mow
Class 2 Properties	\$ 385.00 per mow
Additional Properties	\$ 0.15 per sq. ft.
Weed Control	\$ 150.00 per application

##### ***Optional 1st Year Renewal (2024-25)***

Class 1 Properties	\$ 725.00 per mow
Class 2 Properties	\$ 400.00 per mow
Additional Properties	\$ 0.18 per sq. ft.
Weed Control	\$ 160.00 per application

##### ***Optional 2nd Year Renewal (2025-26)***

Class 1 Properties	\$ 750.00 per mow
Class 2 Properties	\$ 415.00 per mow
Additional Properties	\$ 0.20 per sq. ft.
Weed Control	\$ 170.00 per application

#### **Apex Landscaping, Hawthorn Woods, IL**

##### **Bid Price (2023-24)**

Class 1 Properties	\$ 644.50 per mow
Class 2 Properties	\$ 687.50 per mow
Additional Properties	\$ 0.03 per sq. ft.
Weed Control <sup>1</sup>	\$ 2,300.00 per application

##### ***Optional 1st Year Renewal (2024-25)***

Class 1 Properties	\$ 663.84 per mow
Class 2 Properties	\$ 708.13 per mow
Additional Properties	\$ 0.035 per sq. ft.
Weed Control <sup>1</sup>	\$ 2,369.00 per application

##### ***Optional 2nd Year Renewal (2025-26)***

Class 1 Properties	\$ 683.75 per mow
Class 2 Properties	\$ 729.37 per mow
Additional Properties	\$ 0.04 per sq. ft.
Weed Control <sup>1</sup>	\$ 2,440.00 per application

✓ Indicates recommended lowest responsible and responsive bidder.

Note 1: Specification from Bidder, "Weed control price based on total acres provided."





## **NORTHERN MORAINE W R D**

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### **AGENDA ITEM #10F**

#### **Recommendation:**

District Staff has reviewed all bids received for completeness and accuracy and compliance with bid documents. Accent Landscaping currently provides lawn maintenance services for the District, however, the Unit Prices they submitted as part of the Public Bid are much higher than the current contract. Specifically, we will see a 20% increase for the unit price to mow all Class 1 Properties, 39% increase for the unit price to mow all Class 2 Properties, 67% increase for the unit price per square foot to mow additional properties, and a 40% increase for the unit price per application for weed control. It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Accent Landscaping, for the 2023-24 contract period.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and Accent Landscaping for lawn maintenance services for a one-year period beginning May 1, 2023 and authorize the District Manager to extend the contract for up to two additional years.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK



PROPOSAL

Company Name: **Accent Landscape Services**

Point-of-Contact Name: Nago Cruz

Point-of-Contact Telephone: (847) 431-0070

Point-of-Contact E-mail: nago@accentlm.com

**SCHEDULE OF PRICES**

**Bid Price: (May 1, 2023, through April 30, 2024)**

Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>550.00</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>340.00</u> per mow
Price for mowing of Additional Properties	\$ <u>0.015</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>210.00</u> per application

**Optional Second Year: (May 1, 2024, through April 30, 2025)**

Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>560.00</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>350.00</u> per mow
Price for mowing of Additional Properties	\$ <u>0.015</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>220.00</u> per application

**Optional Third Year: (May 1, 2025, through April 30, 2026)**

Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>570.00</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>350.00</u> per mow

**PROPOSAL**

Price for mowing of Additional Properties	\$ <u>0.020</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>230.00</u> per application

List any and all deviations from minimum specifications:

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## PROPOSAL

Company Name: Miller Design LLC  
Point-of-Contact Name: Kyle Meckert  
Point-of-Contact Telephone: 847-562-6890  
Point-of-Contact E-mail: Kyle@millers-design.com

### SCHEDULE OF PRICES

#### **Bid Price: (May 1, 2023, through April 30, 2024)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b>ALL</b> Class 1 Properties	\$ <u>705</u> per mow
Price to mow <b>ALL</b> Class 2 Properties	\$ <u>385</u> per mow
Price for mowing of Additional Properties	\$ <u>.15</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>150</u> per application

#### **Optional Second Year: (May 1, 2024, through April 30, 2025)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b>ALL</b> Class 1 Properties	\$ <u>725</u> per mow
Price to mow <b>ALL</b> Class 2 Properties	\$ <u>400</u> per mow
Price for mowing of Additional Properties	\$ <u>.18</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>160</u> per application

#### **Optional Third Year: (May 1, 2025, through April 30, 2026)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b>ALL</b> Class 1 Properties	\$ <u>750</u> per mow
Price to mow <b>ALL</b> Class 2 Properties	\$ <u>415</u> per mow



**PROPOSAL**

Price for mowing of Additional Properties      \$ .2 per sq. ft.

Price for spot Treatment for Weed Control      \$ 170 per application

List any and all deviations from minimum specifications:

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## PROPOSAL

Company Name: Apex Landscaping Inc.  
Point-of-Contact Name: Sean Gordon  
Point-of-Contact Telephone: 847-847-1505  
Point-of-Contact E-mail: sean@apexlandscaping.com

### SCHEDULE OF PRICES

#### **Bid Price: (May 1, 2023, through April 30, 2024)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>644.50</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>687.50</u> per mow
Price for mowing of Additional Properties	\$ <u>0.03</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>2300</u> per application

#### **Optional Second Year: (May 1, 2024, through April 30, 2025)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>663.84</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>708.13</u> per mow
Price for mowing of Additional Properties	\$ <u>0.035</u> per sq. ft.
Price for spot Treatment for Weed Control	\$ <u>2369</u> per application

#### **Optional Third Year: (May 1, 2025, through April 30, 2026)**

##### Price breakdown for Lawn Maintenance Services

Price to mow <b><u>ALL</u></b> Class 1 Properties	\$ <u>683.75</u> per mow
Price to mow <b><u>ALL</u></b> Class 2 Properties	\$ <u>729.37</u> per mow

PROPOSAL

Price for mowing of Additional Properties                   \$ .04 per sq. ft.  
Price for spot Treatment for Weed Control                   \$ 2440 per application

List any and all deviations from minimum specifications:

Weed control price based on total acres provided.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## **NORTHERN MORaine** **W R D**

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### **AGENDA ITEM #10G**

**Meeting Date:** March 14, 2023

**Item:** Diesel Fuel, Delivered

**Staff Recommendation:** No board action required.

**Staff Contact:** Mohammed M. Haque, District Manager

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**Background:**

On March 7, 2023, the Northern Moraine Wastewater Reclamation District held a publicly opening of bids received for diesel fuel, delivered. However, there were no bids received. Since the District's annual spending on diesel fuel is less than the bid threshold of \$40,000, we are looking to buy it at market rate from local providers. Moving forward, we are aiming towards a decreased usage in diesel fuel by changing out fleet to non-diesel. As a result, we have combined our diesel fuel tanks and consolidated onsite storage to one tank nearby the plant generator.

**Recommendation:**

No recommendation needed.

**Votes Required to Pass:**

N/A



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



Phone: 847-526-3300  
Fax: 847-526-3349



Email: [info@nmwrd.org](mailto:info@nmwrd.org)  
Web: [www.nmwrd.org](http://www.nmwrd.org)



## NORTHERN MORAINE W R D

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### AGENDA ITEM #10H

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Chlorination and Dechlorination Chemicals
<b><u>Staff Recommendation:</u></b>	Motion to award the bid to the lowest responsible and responsive bidder, Viking Chemical Company, in the amount bid for sodium hypochlorite and for sodium bisulfite for the 2023-24 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Viking Chemical Company to supply chlorination and de-chlorination chemicals for a one-year period beginning on May 1, 2023.
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

On March 8, 2023, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for chlorination and dechlorination chemicals used to disinfect the plant effluent. Only one bid was received:

#### **Viking Chemical Co., Rockford, IL ✓**

##### **Base Bid Price (2023-24)**

Sodium Hypochlorite, Delivered	\$ 3.12 per gallon
Sodium Bisulfite, Delivered	\$ 3.08 per gallon

##### ***Optional 1st Year Renewal (2024-25)***

Sodium Hypochlorite, Delivered	No Bid
Sodium Bisulfite, Delivered	No Bid

##### ***Optional 2nd Year Renewal (2025-26)***

Sodium Hypochlorite, Delivered	No Bid
Sodium Bisulfite, Delivered	No Bid

✓ Indicates recommended lowest responsible and responsive bidder.

#### **Recommendation:**

District Staff has reviewed all bids received for completeness and accuracy and compliance with bid documents. Viking Chemical Company is the District's current supplier and they have proved to be a reliable chemical provider. Unit price for both chemicals have increased when compared to the current contract. Specifically, sodium hypochlorite will see a 13% increase while sodium bisulfite will see a 31% increase. It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Viking Chemical Company for the 2023-24 contract period.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



## PROPOSAL

Company Name: VIKING CHEMICAL COMPANY  
Point-of-Contact Name: ANDREW TUTTLE  
Point-of-Contact Telephone: (815) 397-0500  
Point-of-Contact E-mail: ATUTTLE@VIKINGCHEMICAL.COM

### SCHEDULE OF PRICES

#### **Base Bid Price: (May 1, 2023, through April 30, 2024)**

Price shall include the purchase and delivery of Sodium Hypochlorite and Sodium Bisulfite, including all sur-charges.

Sodium Hypochlorite delivered price per gallon \$ 3.12

Sodium Bisulfite, delivered price per gallon\* \$ 3.08

#### **Optional Second Year: (May 1, 2024, through April 30, 2025)**

Price shall include the purchase and delivery of Sodium Hypochlorite and Sodium Bisulfite, including all sur-charges.

Sodium Hypochlorite delivered price per gallon \$ \_\_\_\_\_

Sodium Bisulfite, delivered price per gallon\* \$ \_\_\_\_\_

#### **Optional Third Year: (May 1, 2025, through April 30, 2026)**

Price shall include the purchase and delivery of Sodium Hypochlorite and Sodium Bisulfite, including all sur-charges.

Sodium Hypochlorite delivered price per gallon \$ \_\_\_\_\_

Sodium Bisulfite, delivered price per gallon\* \$ \_\_\_\_\_

\* The price of Sodium Bisulfite shall be computed using the bidders \$/pound X 11.35 pounds per gallon to convert to \$/gallon

List any and all deviations from minimum specifications:

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## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and Viking Chemical Company to supply chlorination and de-chlorination chemicals for a one-year period beginning May 1, 2023.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK



## NORTHERN MORaine W R D

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### AGENDA ITEM #10I

**Meeting Date:** March 14, 2023

**Item:** Generator Maintenance

**Staff Recommendation:** Motion to award the bid to the lowest responsive and responsible bidder, Midwest Power Industry, Inc., in the amount bid for generator maintenance for the 2023-24 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year service agreement with Midwest Power Industry, Inc. for generator maintenance beginning on May 1, 2023, and authorize the District Manager to extend the contract for up to three additional years.

**Staff Contact:** Mohammed M. Haque, District Manager

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**Background:**

On March 7, 2023, the Northern Moraine Wastewater Reclamation District publicly opened and read aloud bids received for generator maintenance for the period of May 2023 through April 2024, with options to extend the service agreement for up to three additional years. The Board of Trustees had previously awarded a bid for these services in March of 2019 to Alternate Power Industries, Inc. for a one-year period and the District exercised the option of renewing that agreement for three additional years. There were three bids received:

**Midwest Power Industry Inc., McHenry, IL ✓**

<b>BASE BID PRICE TOTAL (A-D)</b>	\$ 21,275.00
Hourly Rate:	
Normal Work Hour Rate	\$165.00
Overtime Work Hour Rate	\$247.50
Emergency Service Response Rate	\$ time of day rate

***Optional First Year Renewal (2024-25)***

<b>BID PRICE TOTAL (A-D)</b>	\$ 21,275.00
Hourly Rate:	
Normal Work Hour Rate	\$165.00
Overtime Work Hour Rate	\$247.50
Emergency Service Response Rate	\$ time of day rate

***Optional Second Year Renewal (2025-26)***

<b>BID PRICE TOTAL (A-D)</b>	\$ 21,933.00
Hourly Rate:	
Normal Work Hour Rate	\$165.00
Overtime Work Hour Rate	\$247.50
Emergency Service Response Rate	\$ time of day rate





## NORTHERN MORaine W R D

### AGENDA ITEM #10I

#### ***Optional Third Year Renewal (2026-27)***

**BID PRICE TOTAL (A-D)** \$ 21,933.00

Hourly Rate:

Normal Work Hour Rate \$165.00

Overtime Work Hour Rate \$247.50

Emergency Service Response Rate \$ time of day rate

***Total Four-Year Cost<sup>1</sup> \$139,216.00***

#### **Industrial Engine Co., Harvard, IL**

**BID PRICE TOTAL (A-D)** \$ 25,295.00

Hourly Rate:

Normal Work Hour Rate \$ 145.00

Overtime Work Hour Rate \$ 217.50

Emergency Service Response Rate 4 hour minimum

#### ***Optional First Year Renewal (2024-25)***

**BID PRICE TOTAL (A-D)** \$ 25,295.00

Hourly Rate:

Normal Work Hour Rate \$ 147.50

Overtime Work Hour Rate \$ 221.25

Emergency Service Response Rate 4 hour minimum

#### ***Optional Second Year Renewal (2025-26)***

**BID PRICE TOTAL (A-D)** \$ 27,318.00

Hourly Rate:

Normal Work Hour Rate \$ 150.00

Overtime Work Hour Rate \$ 225.00

Emergency Service Response Rate 4 hour minimum

#### ***Optional Third Year Renewal (2026-27)***

**BID PRICE TOTAL (A-D)<sup>2</sup>** \$ 27,3218.00

Hourly Rate:

Normal Work Hour Rate \$ 152.50

Overtime Work Hour Rate \$ 228.75

Emergency Service Response Rate 4 hour minimum

***Total Four-Year Cost<sup>1</sup> \$398,726.00***

#### **Interstate PowerSystems, Carol Stream, IL**

**BID PRICE TOTAL (A-D)** \$ -

Hourly Rate:

Normal Work Hour Rate \$ -

Overtime Work Hour Rate \$ -







## NORTHERN MORaine W R D

### AGENDA ITEM #10I

Emergency Service Response Rate \$ -

#### ***Optional First Year Renewal (2024-25)***

**BID PRICE TOTAL (A-D)** \$ -

Hourly Rate:

Normal Work Hour Rate \$ -

Overtime Work Hour Rate \$ -

Emergency Service Response Rate \$ -

#### ***Optional Second Year Renewal (2025-26)***

**BID PRICE TOTAL (A-D)** \$ -

Hourly Rate:

Normal Work Hour Rate \$ -

Overtime Work Hour Rate \$ -

Emergency Service Response Rate \$ -

#### ***Optional Third Year Renewal (2026-27)***

**BID PRICE TOTAL (A-D)** \$ -

Hourly Rate:

Normal Work Hour Rate \$ -

Overtime Work Hour Rate \$ -

Emergency Service Response Rate \$ -

***Total Four-Year Cost<sup>1</sup> \$ - (see attached)<sup>3</sup>***

### **✓ Indicates lowest responsive and responsible bidder**

Note 1: Cost based on assumption of regular maintenance, 20 hours each of additional service at the normal, overtime and Emergency rate, with emergency service at the overtime rate.

Note 2: Price is as written by bidder, Industrial Engine Co. (see attached). Total four-year cost was calculated assuming the Optional 3<sup>rd</sup> Year Renewal price to be \$273,218.00.

Note 3: As seen attached, Interstate PowerSystems Inc. provided their prices using the Generator List from Addendum No.1 rather than the Schedule of Prices document.

### **Recommendation:**

District Staff has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is staff's recommendation to accept the bid submitted by Midwest Power Industry Inc., as the lowest responsive and responsible bid. District Staff will schedule required maintenance services, as well as optional services, such as load bank testing, based on the needs of the District and the critical nature of each installation.

### **Votes Required to Pass:**

Simple Majority, via a roll call vote



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



Phone: 847-526-3300  
Fax: 847-526-3349



Email: [info@nmwrd.org](mailto:info@nmwrd.org)  
Web: [www.nmwrd.org](http://www.nmwrd.org)

## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute a Service Agreement between the Northern Moraine Wastewater Reclamation District and Midwest Power Industry for generator maintenance services for a one-year period beginning May 1, 2023 and authorize the District Manager to extend the contract for up to three additional years.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK

**BID PRICE FOR TOTAL of A, B, C & D** \$ 21,275<sup>00</sup>

**Hourly Rates**

Normal Work Hour Rate: \$ 165<sup>00</sup>

Overtime Work Hour Rate: \$ 247<sup>50</sup>

Emergency Service Response Rate: \$ Time of day rate

List any and all deviations from minimum specifications: \_\_\_\_\_

Optional First Year Renewal (2024-25)

**BID PRICE FOR TOTAL of A, B, C & D** \$ 21,275<sup>00</sup>

**Hourly Rates**

Normal Work Hour Rate: \$ 165<sup>00</sup>

Overtime Work Hour Rate: \$ 247<sup>50</sup>

Emergency Service Response Rate: \$ Time of Day Rate

List any and all deviations from minimum specifications: \_\_\_\_\_

Optional Second Year Renewal (2025-26)

**BID PRICE FOR TOTAL of A, B, C & D** \$ 21,933<sup>00</sup>

**Hourly Rates**

Normal Work Hour Rate: \$ 165<sup>00</sup>

Overtime Work Hour Rate: \$ 247<sup>50</sup>

Emergency Service Response Rate: \$ Time of Day Rate

List any and all deviations from minimum specifications: \_\_\_\_\_

Optional Third Year Renewal (2026-27)

**BID PRICE FOR TOTAL of A, B, C & D** \$ 21,933<sup>00</sup>

**Hourly Rates**

Normal Work Hour Rate: \$ 165<sup>00</sup>

Overtime Work Hour Rate: \$ 247<sup>50</sup>

Emergency Service Response Rate: \$ Time of Day rate

List any and all deviations from minimum specifications: \_\_\_\_\_



**BID PRICE FOR TOTAL of A, B, C & D \$ 25,295.00**

**Hourly Rates**

Normal Work Hour Rate: \$ 145.00

Overtime Work Hour Rate: \$ 217.50

Emergency Service Response Rate: \$ 4 hour minimum

List any and all deviations from minimum specifications:

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Optional First Year Renewal (2024-25)

**BID PRICE FOR TOTAL of A, B, C & D \$ 25,295.00**

**Hourly Rates**

Normal Work Hour Rate: \$ 147.50

Overtime Work Hour Rate: \$ 221.25

Emergency Service Response Rate: \$ 4 hour minimum

List any and all deviations from minimum specifications:

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Optional Second Year Renewal (2025-26)

**BID PRICE FOR TOTAL of A, B, C & D \$ 27,318.00**

**Hourly Rates**

Normal Work Hour Rate: \$ 150.00

Overtime Work Hour Rate: \$ 225.00

Emergency Service Response Rate: \$ 4 hour minimum

List any and all deviations from minimum specifications:

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Optional Third Year Renewal (2026-27)

**BID PRICE FOR TOTAL of A, B, C & D \$ 27,3218.00**

**Hourly Rates**

Normal Work Hour Rate: \$ 152.50

Overtime Work Hour Rate: \$ 228.75

Emergency Service Response Rate: \$ 4 hour minimum

List any and all deviations from minimum specifications:

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**NORTHERN MORaine**  
**W R D**

WWTP Unit #1	420 Timber Trail	Type A	\$ 356.00
Admin Building	113 Timber Trail	Type A	\$ 356.00
Deer Grove L.S.	2629 Wisteria Way	Type A	\$ 356.00
Fern L. S.	Fern and Poplar Dr.	Type A	\$ 356.00
Prairie Woods L.S.	End of Fen View Circle	Type A	\$ 356.00
Rawson Bridge L.S.	100 Rawson Bridge Rd.	Type A	\$ 356.00
South Shore L.S.	230 South Shore Dr.	Type A	\$ 356.00
Lift Station #1	Wegner & Fritzsche Rd.	Type A	\$ 356.00
Lift Station #3	316 Venice Rd.	Type A	\$ 356.00
Lift Station #6	32250 Darrell Rd, LM	Type A	\$ 356.00
Lift Station #7	127 South Dr.	Type A	\$ 356.00
Walnut Glen L.S.	2285 Walnut Glen Blvd.	Type A	\$ 356.00
Waterford L.S.	Waterford Way & Newport Dr.	Type A	\$ 356.00
Hale 1 L.S.	3440 Hale Lane, I.L.	Type A	\$ 356.00
Hale 2 L.S.	3923 Hale Lake, I.L.	Type A	\$ 356.00
Rolling Oaks L.S.	2900 Spruce Terrace I.L.	Type A	\$ 356.00
Woodmans	27715 IL-120, LM	Type A	\$ 356.00
Olympian	420 Timber Trail	Type A	\$ 356.00
Whisper Watt	420 Timber Trail	Type A	\$ 356.00

Total Type A \$ 6764.00

WWTP Unit #1	420 Timber Trail	Type B	\$ 1009.67
Admin Building	113 Timber Trail	Type B	\$ 647.61
Deer Grove L.S.	2629 Wisteria Way	Type B	\$ 687.33
Fern L. S.	Fern and Poplar Dr.	Type B	\$ 665.69
Prairie Woods L.S.	End of Fen View Circle	Type B	\$ 663.68
Rawson Bridge L.S.	100 Rawson Bridge Rd.	Type B	\$ 668.35
South Shore L.S.	230 South Shore Dr.	Type B	\$ 665.69
Lift Station #1	Wegner & Fritzsche Rd.	Type B	\$ 665.69
Lift Station #3	316 Venice Rd.	Type B	\$ 662.23
Lift Station #6	32250 Darrell Rd, LM	Type B	\$ 668.35
Lift Station #7	127 South Dr.	Type B	\$ 668.35
Walnut Glen L.S.	2285 Walnut Glen Blvd.	Type B	\$ 665.69
Waterford L.S.	Waterford Way & Newport Dr.	Type B	\$ 665.69
Hale 1 L.S.	3440 Hale Lane, I.L.	Type B	\$ 665.69



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



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Web: [www.nmwrd.org](http://www.nmwrd.org)



**NORTHERN MORAINE**  
**W R D**

Hale 2 L.S.	3923 Hale Lake, I.L.	Type B	\$ 665.69
Rolling Oaks L.S.	2900 Spruce Terrace I.L.	Type B	\$ 665.69
Woodmans	27715 IL-120, LM	Type B	\$ 665.69
Olympian	420 Timber Trail	Type B	\$ 740.28
Whisper Watt	420 Timber Trail	Type B	\$ 835.61

**Total Type B \$ 13245.66**

WWTP Unit #1	420 Timber Trail	Type C	\$ 65.00
Admin Building	113 Timber Trail	Type C	\$ 65.00
Deer Grove L.S.	2629 Wisteria Way	Type C	\$ 65.00
Fern L. S.	Fern and Poplar Dr.	Type C	\$ 65.00
Prairie Woods L.S.	End of Fen View Circle	Type C	\$ 65.00
Rawson Bridge L.S.	100 Rawson Bridge Rd.	Type C	\$ 65.00
South Shore L.S.	230 South Shore Dr.	Type C	\$ 65.00
Lift Station #1	Wegner & Fritzsche Rd.	Type C	\$ 65.00
Lift Station #3	316 Venice Rd.	Type C	\$ 65.00
Lift Station #6	32250 Darrell Rd, LM	Type C	\$ 65.00
Lift Station #7	127 South Dr.	Type C	\$ 65.00
Walnut Glen L.S.	2285 Walnut Glen Blvd.	Type C	\$ 65.00
Waterford L.S.	Waterford Way & Newport Dr.	Type C	\$ 65.00
Hale 1 L.S.	3440 Hale Lane, I.L.	Type C	\$ 65.00
Hale 2 L.S.	3923 Hale Lake, I.L.	Type C	\$ 65.00
Rolling Oaks L.S.	2900 Spruce Terrace I.L.	Type C	\$ 65.00
Woodmans	27715 IL-120, LM	Type C	\$ 65.00
Olympian	420 Timber Trail	n/a	n/a
Whisper Watt	420 Timber Trail	n/a	n/a

**Total Type C \$ 1105.00**



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



Phone: 847-526-3300  
Fax: 847-526-3349



Email: [info@nmwrd.org](mailto:info@nmwrd.org)  
Web: [www.nmwrd.org](http://www.nmwrd.org)





## NORTHERN MORaine W R D

WWTP Unit #1	420 Timber Trail	Type D	\$ 1352.00
Admin Building	113 Timber Trail	Type D	\$ 606.00
Deer Grove L.S.	2629 Wisteria Way	Type D	\$ 692.00
Fern L. S.	Fern and Poplar Dr.	Type D	\$ 617.00
Prairie Woods L.S.	End of Fen View Circle	Type D	\$ 632.00
Rawson Bridge L.S.	100 Rawson Bridge Rd.	Type D	\$ 692.00
South Shore L.S.	230 South Shore Dr.	Type D	\$ 617.00
Lift Station #1	Wegner & Fritzsche Rd.	Type D	\$ 617.00
Lift Station #3	316 Venice Rd.	Type D	\$ 627.00
Lift Station #6	32250 Darrell Rd, LM	Type D	\$ 633.00
Lift Station #7	127 South Dr.	Type D	\$ 672.00
Walnut Glen L.S.	2285 Walnut Glen Blvd.	Type D	\$ 622.00
Waterford L.S.	Waterford Way & Newport Dr.	Type D	\$ 652.00
Hale 1 L.S.	3440 Hale Lane, I.L.	Type D	\$ 617.00
Hale 2 L.S.	3923 Hale Lake, I.L.	Type D	\$ 617.00
Rolling Oaks L.S.	2900 Spruce Terrace I.L.	Type D	\$ 642.00
Woodmans	27715 IL-120, LM	Type D	\$ 637.00
Olympian	420 Timber Trail	Type D	\$ 752.00
Whisper Watt	420 Timber Trail	Type D	\$ 722.00
			<b>Total Type D \$ 13018.00</b>



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## **NORTHERN MORaine** **W R D**

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### **AGENDA ITEM # 10J**

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Agreement with Direct Energy Business for Electricity
<b><u>Staff Recommendation:</u></b>	Approve a Commodity Master Agreement with Direct Energy Business for Electricity
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

Historically, at the January board meeting, we authorize NIMEC to put our electrical power purchase under bid with their consolidated bidding. We did this the current year and NIMEC went to bid on March 1, 2023 and received a price from Dynegy Energy of \$0.05902 for a 2 year period. This was considerably higher than our existing contract with AEP Energy of \$0.04537 per kWh. The contract with AEP expires on May 20, 2023. At the same time, we have been discussion energy options with Gig Energy. Unlike NIMEC, who are aggregators with one time bids, Gig Energy is an agent that purchases electricity on the open market and purchases quota for a utility at opportune times. They are partnered with Direct Energy Business, a company that is an energy supplier and makes hedged purchases. Based on current market prices, we could buy our quota at \$0.0415 per kWh, lower than what Dynegy is offering and our current pricing by AEP Energy. Kishwaukee WRD is also using this arrangement and I expect other utilities will follow suit based on Kishwaukee and our use of this hedged product.

Direct Energy, through Gig Energy has provided us with 30 month and 42 month options for our consideration. I would like to move forward with a 30 month agreement.

#### **Recommendation:**

District Staff recommends entering into an agreement with Direct Energy Business for a 30 month agreement for the purchase of Electricity at the rate of the supplier adder of \$0.015 per kWh and current hedge pricing managed by Gig Energy.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine  
WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute  
an Agreement between the Northern Moraine Wastewater Reclamation District and Direct  
Energy Business for a 30-month period beginning May 1, 2023.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK



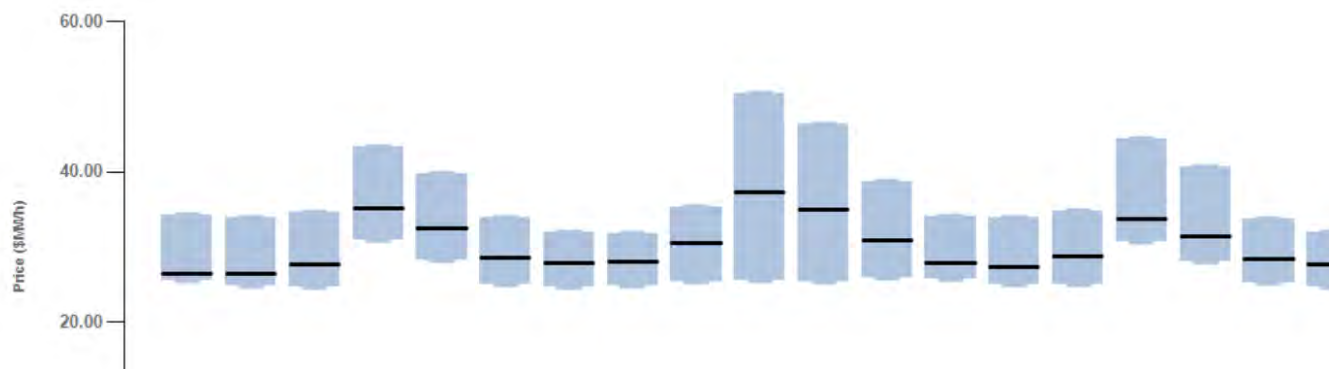
**Subject:** NMWRD - Electricity Agreements  
**Date:** Thursday, March 2, 2023 at 12:03:00 PM Central Standard Time  
**From:** Kyle Warford <kyle.warford@gigenergycorp.com>  
**To:** Mohammed Haque <haque@nmwr.org>  
**CC:** mtryon64@gmail.com <mtryon64@gmail.com>  
**Attachments:** image001.png, image002.jpg, image003.jpg, image004.png, NORTHERN\_MORaine\_WASTEWATER\_RECLAMATION\_DISTRICT\_30M\_2.28.23.pdf, NORTHERN\_MORaine\_WASTEWATER\_RECLAMATION\_DISTRICT\_42M\_2.28.23.pdf

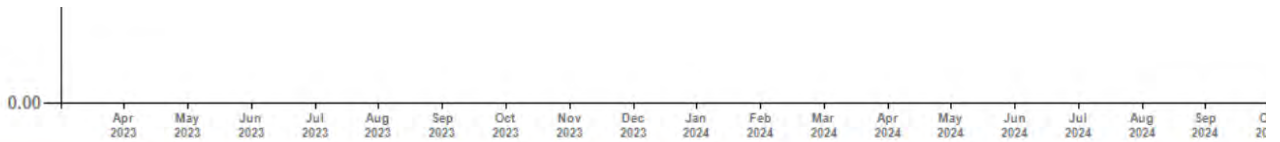
Hi Mohammed-

Per our conversation, please see attached electricity agreements – I've highlighted a few key items below. Also at the bottom, I've included today's hedge pricing which is well below the 5.2 cent offer from NIMEC. (see below chart)

- This is a layered hedge product structure allowing us to make as many or as little hedges as we want throughout the term of the agreement.
- We've included both a 30- and 42-month option – These were the cheapest term options and will position the agreement to expire at the end of May, which is a favorable expiration date.
- We have passed through Capacity and Transmission, which will allow us to reduce your demand over time through demand response and potentially a solar installation. This will reduce your overall costs substantially. In the fixed structure NIMEC offered, this isn't possible.
- We have from now until DEC23 to make hedges and find the best possible opportunity to reduce costs and risk.
- We can provide indicative hedge pricing throughout the term of the agreement so you can monitor the overall costs.
- We will make recommendations based on what we see in the market and notify you when we see an opportunity.

Supplier adder is 1.5 cents – current hedge prices are at 2.65 cents = 4.15 cents total cost of energy





Price Summary	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024
Maximum Price (\$/MWh)	\$34.22	\$33.89	\$34.55	\$43.36	\$39.70	\$33.79	\$31.93	\$31.75	\$35.24	\$50.35	\$46.29	\$38.61	\$34.10	\$33.93	\$34.79	\$44.38	\$40.63	\$33.67	\$31.87	\$31.69
Current Price (\$/MWh)	\$26.50	\$26.49	\$27.60	\$35.06	\$32.45	\$28.57	\$27.83	\$28.09	\$30.53	\$37.28	\$34.91	\$30.94	\$27.88	\$27.29	\$28.80	\$33.77	\$31.45	\$28.45	\$27.70	\$28.19
Minimum Price (\$/MWh)	\$25.52	\$24.76	\$24.63	\$30.81	\$28.18	\$24.94	\$24.71	\$24.87	\$25.31	\$25.58	\$25.43	\$25.91	\$25.73	\$25.07	\$25.08	\$30.76	\$28.08	\$25.10	\$24.70	\$24.61

Once you've had time to review, kindly let me know if you have any questions and we can jump on the phone.

If you accept the agreement, please feel free to sign and return and we will return a countersigned copy for your records.

Thanks again - KW

**KYLE WARFORD, EMP**

Founder & President

Direct: 630 797 0736

[Kyle.Warford@gigenergycorp.com](mailto:Kyle.Warford@gigenergycorp.com) | [www.gigenergycorp.com](http://www.gigenergycorp.com)



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This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business**, (collectively "Seller"), each a Delaware limited liability company, and **NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT** ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of February 28, 2023.

**1. Transactions:** The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

**2. Performance:** Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.

**3. Term:** The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.

**4. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

**5. Changes to Purchase Price:** In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.

**6. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 30 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

**7. Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

**8. Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

**9. Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

**10. Material Deviation:** Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

**11. Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.



**12. Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

**13. Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

**14. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**15. Representations, Warranties and Covenants:** Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

**16. Confidentiality:** Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings

agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

**17. Indemnification; Limitation of Liability:** **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney’s fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, “Losses”) which attach after title passes to Buyer. **B.** Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. **C.** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

**Other:** **(A)** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(B)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(C)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy **(D)** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **(E)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(F)** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer’s consent. Buyer may not assign this Agreement without Seller’s consent not to be unreasonably withheld. **(G)** This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(H)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(I)** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. **(J)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(K)** If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. **(L)** If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

**Buyer:** NORTHERN MORaine  
WASTEWATER RECLAMATION  
DISTRICT

**Seller:** Direct Energy Business, LLC  
Direct Energy Business Marketing,  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Direct Energy Business, LLC**  
1001 Liberty Avenue Pittsburgh, PA 15222  
1.888.925.9115  
[www.directenergy.com](http://www.directenergy.com)

**Date:** February 28, 2023  
**Product Code:**  
PJM\_DA\_FA\_XLCAPTRANSMR+\_IL  
**Contract ID:** 6507492

#### CUSTOMER INFORMATION

**Customer Name:** NORTHERN MORAIN WASTEWATER  
RECLAMATION DISTRICT

**Contact Name:** Mohammed Haque

**Address:** 420 TIMBER TRL, ISLAND LAKE, IL, 60042

**Telephone:** 847-526-3300

**Fax:**

**Email:**

**Billing Contact:**

**3rd Party Bill Pay:**

**Billing Address:**

**Telephone:**

**Fax:**

**Email:**

#### ELECTRICITY TRANSACTION CONFIRMATION - Illinois Index Energy Plus with Purchasing Options excluding Losses, Capacity, Transmission and RMR

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated February 28, 2023, as may be amended (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. All attachments and exhibits hereto, including any request for a Forward Purchase or Purchase Confirmation are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

#### DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: May 01, 2023, and will continue for a term of 30 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

#### DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

#### BILL TYPE - SUPPLIER CONSOLIDATED

#### CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity and transmission tag values and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

#### PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

<b>PJM</b>	<b>Value</b>
Energy	Pass Through
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Pass Through
Losses	Utility Defined Loss Factor Pass Through
Marginal Loss Credits	Included
Reliability Must Run	Pass Through
RPS	Included
Transmission	Pass Through
Applicable Taxes	Pass Through

Any Actual Quantities of Electricity necessary to meet Customer's full usage requirements not covered by a Forward Purchase will be priced at the Day Ahead LMP. Customer understands and agrees that the combination of Forward Purchase(s) and Electricity priced and purchased at Day-Ahead LMP shall equal 100% of Customer's metered kWh usage.

## DEFINITIONS

**Ancillaries:** Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility, including balancing congestion.

**Auction Revenue Rights (ARR):** Entitlements allocated annually to Fixed Transmission Service Customers that entitle the holder to receive an allocation of the revenues from the Annual FTR Auction.

**Capacity:** The Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).

**Day-Ahead Locational Marginal Price (LMP):** The hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the PJM ISO, as settled the day preceding the actual delivery of such Electricity.

**Exhibit A:** The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

**Exhibit B:** The Exhibit that Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

**Load Following Forward Purchase:** Converting percentages of Electricity in 1% increments up to a maximum of 100% of Customer's metered kWh usage from the Day-Ahead LMP index to a fixed price.

**Load Following Forward Purchase Request:** The first document Customer submits to Seller to describe the details of the requested Load Following Forward Purchase.

**Marginal Loss Credit:** A credit provided by certain RTOs as a result of an over-collection of funds for transmission and distribution losses.

**PJM:** The Pennsylvania New Jersey Maryland Interconnection, L.L.C.

**PJM RTO:** The PJM Interconnection Regional Transmission Organization.

**Purchase Confirmation:** The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

**Regional Transmission Expansion Plan (RTEP):** PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

**Reliability Must Run (RMR):** A unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

**Renewable Portfolio Standard (RPS):** A regulation that requires the increased production of energy from renewable energy sources.

**Services Fee:** The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

**Transmission:** The transportation of energy over high voltage wires from a generator to the Utility.



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## SPECIAL PROVISIONS

**1.. Load Following Forward Purchase:** Customer may purchase a percentage of its Electricity requirements, plus losses associated with transmission and delivery service, as a Load Following Forward Purchase. Such losses will be billed as a separate charge but at the same price as Electricity as fixed in accordance with the Load Following Forward Purchase and will be invoiced as either a separate item or included in the total aggregate charge for the Load Following Forward Purchase. Such purchases may not be less than 1% or more than 100% of Customer's total Actual Quantities for a minimum term of one (1) month. To initiate a Load Following Forward Purchase, Customer should fully complete and execute the required information in the attached "Request for Load Following Forward Purchase" and submit to Seller five business days prior to the desired start date. Seller will review and provide additional details and optionality in a form substantially similar to Exhibit B. If Customer finds the terms acceptable, it should execute the form and submit to Seller. All Load Following Forward Purchase orders are binding upon being filled and are made a part of this Transaction Confirmation. Seller will send a Purchase Confirmation to Buyer each time a Load Following Forward Purchase is filled. If more than one Load Following Forward Purchase is in effect for any month of the Delivery Period, Seller shall invoice Customer at the weighted average fixed price of said Load Following Forward Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Customer to acknowledge receipt of such shall not invalidate the Forward Purchase as agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

**2.. Email Transactions:** The Parties consent to the use of electronic agreements and to conduct Transactions and/or Load Following Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

**3.. PRICE INDEX MOVEMENT:** BY EXECUTION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE DAY-AHEAD LMP INDEX IS A CONSTANTLY FLUCTUATING MARKET PRICE AND WILL VARY. CUSTOMER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.

**4.. Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

**5.. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

**6.. Billing and Payment:** The following is hereby added to the Billing and Payment section of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

**7..** Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in the Billing and Payment section of the CMA) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).

**8.. Nature of Service:** Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."

**9.. Risk Acknowledgements:** By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy

market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

**TAX EXEMPTION STATUS - If exempt, must attach certificate**

**In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:**

- ☐ Non-Exempt
- ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

<b>Buyer:</b>	NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT	<b>Seller:</b>	Direct Energy Business, LLC
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Contract ID:	6507492
		Internal ID:	00158681

## EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated February 28, 2023 between  
**DIRECT ENERGY BUSINESS LLC**  
 and  
**NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT**  
 for a term of 30 Months  
Contract ID: 6507492

## PJM\_DA\_FA\_XLCAPTRANSMR+\_IL

Account Number	Service Location	Utility	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Annual Historical Usage (kWh)	Purchase Price (cents/kWh)	**Estimated Capacity, Transmission and RMR (cents/kWh)
0093129063	532 Santa Barbara Road (a073c00001BE mt2)	COMED	PJM_WEST	0.6 / 0.7	05/23/2023	7,987	0.759	0.472
0126133015	0 Stone Road Pump (a073c00001BE mt7)	COMED	PJM_WEST	0.3 / 0.3	05/22/2023	3,975	0.759	0.540
0245033050	2285 Walnut Glen (a073c00001BE mtC)	COMED	PJM_WEST	0.7 / 0.8	05/23/2023	9,151	0.759	0.494
0333118095	0 Fenview Circle & Dowell (a073c00001BE mtH)	COMED	PJM_WEST	0.3 / 0.3	05/23/2023	4,985	0.759	0.431
0372150046	300 Herbert Road (a073c00001BE mtM)	COMED	PJM_WEST	0.2 / 0.2	05/23/2023	2,209	0.759	0.611
0372155069	27715 W Route 120 (a073c00001BE mtR)	COMED	PJM_WEST	0.8 / 0.9	05/25/2023	9,061	0.759	0.596
0477061028	500 Wegner Road (a073c00001BE mtW)	COMED	PJM_WEST	4.6 / 5.0	05/23/2023	42,096	0.759	0.664
0496138026	3440 Hale Lane (a073c00001BE mtb)	COMED	PJM_WEST	1.2 / 1.1	05/19/2023	11,787	0.759	0.634
1193152047	0 NE Fern Drive & Poplar Drive (a073c00001BE mtg)	COMED	PJM_WEST	1.8 / 2.0	05/19/2023	22,104	0.759	0.521
1236004006	300 Venice Drive (a073c00001BE mtl)	COMED	PJM_WEST	1.1 / 1.2	05/23/2023	12,741	0.759	0.540
1344148000	100 S. Lakeshore Drive (a073c00001BE mtq)	COMED	PJM_WEST	0.6 / 0.6	05/23/2023	5,758	0.759	0.745
1398097107	0 Darrell & Wagon Trail (a073c00001BE mtv)	COMED	PJM_WEST	1.5 / 1.5	05/23/2023	15,482	0.759	0.839
1567158062	2629 Wisteria Way Port (a073c00001BE mu0)	COMED	PJM_WEST	0.7 / 0.7	05/19/2023	20,796	0.759	0.225
2332107009	4320 Watersledge drive (a073c00001BE	COMED	PJM_WEST	0.4 / 0.4	05/19/2023	3,310	0.759	0.706

Account Number	Service Location	Utility	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY )	Annual Historical Usage (kWh)	Purchase Price (cents/kWh)	**Estimated Capacity, Transmission and RMR (cents/kWh)
	mu5)							
2434060038	0 E Side Westridge Drive (a073c00001BE muA)	COMED	PJM_WEST	0.8 / 0.9	05/19/2023	6,445	0.759	0.801
2502134029	3923 Hale Lane (a073c00001BE muF)	COMED	PJM_WEST	1.6 / 1.4	05/19/2023	13,309	0.759	0.636
2604060006	230 Southshore Drive (a073c00001BE muK)	COMED	PJM_WEST	1.8 / 1.9	05/19/2023	15,552	0.759	0.688
3567414012	243 Timbertrail Road (a073c00001BE muP)	COMED	PJM_WEST	0.9 / 0.8	05/19/2023	13,612	0.759	0.367
3567415019	243 Timbertrail Road (a073c00001BE muU)	COMED	PJM_WEST	6.0 / 6.4	05/19/2023	16,162	0.759	2.148
4032004009	100 Rawson Bridge Road (a073c00001BE muZ)	COMED	PJM_WEST	2.2 / 2.3	05/19/2023	38,510	0.759	0.346
4236131038	2900 Spruce Terrance (a073c00001BE mue)	COMED	PJM_WEST	1.1 / 1.3	05/19/2023	12,927	0.759	0.557
5154086053	420 Timber Trail (a073c00001BE muj)	COMED	PJM_WEST	191.4 / 223.1	05/19/2023	1,311,988	0.759	0.894
5580009039	127 South Drive (a073c00001BE muo)	COMED	PJM_WEST	3.7 / 3.9	05/23/2023	27,740	0.759	0.775
7398065012	0 NE Waterford Way (a073c00001BE mut)	COMED	PJM_WEST	4.3 / 4.7	05/19/2023	31,282	0.759	0.826

**Total Annual Usage: 1,658,969**

**\*\*Estimated Price to Compare (cents / kWh): 1.604**

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

\*\*Cost estimates ("Cost Estimates") are weighted average costs for the Delivery Period, may fluctuate based upon usage and are not guaranteed. Actual costs will be passed through with no markup. Estimated Price to Compare includes Purchase Price and such Cost Estimates.

#### Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023					62,043	145,875	142,865	135,254	124,987	128,524	130,207	137,324
2024	153,359	128,795	148,338	136,482	151,976	145,179	142,393	134,854	124,987	128,475	130,154	137,392
2025	153,359	124,516	148,338	136,482	151,818	145,527	142,393	134,454	124,875	128,475	62,310	

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.**

Term of Months: **30 Months**



Meter Read Start Date: **May, 2023**

☐ Please aggregate my account onto one invoice  
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit "B"**

**FORWARD PURCHASE ORDER FORM**

This Exhibit B is being provided pursuant to and in accordance with the Transaction Confirmation dated ( ) and Commodity Master Agreement dated ( ) between Customer ("Buyer") and Direct Energy ("Seller") (the "Agreement"), and is hereby incorporated into and made part of the Agreement. Buyer's execution and submission of this Exhibit B to Seller shall constitute an offer by Buyer to Seller to purchase Electricity in accordance with the terms set out below. This Exhibit B will become valid upon i) execution by the Buyer and ii) written confirmation of the Seller's acceptance of the terms herein to the Buyer.

1. Transaction details including the Term, Times of Delivery, Quantity and Energy Price are shown below:

Delivery Zone	Term Start	Term End	Time of Day	Energy/Commodity Price (\$/MWh)	Block Size (MW or %)	Quantity (MWH)
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2. Special Provision(s), if any:

In no event shall Buyer have any recourse against Seller for any purchase that is transacted under this Forward Purchase Order Form so long as the Commodity Price stated above is achieved.

Following written confirmation by Seller of its acceptance, Seller will make reasonable efforts to send Buyer an executed copy of this Exhibit B. However and in all cases, the failure of Seller to send an Exhibit B or the failure of Buyer to acknowledge receipt of an Exhibit B shall not invalidate the Forward Purchase agreed to by the Parties.

Unless specifically modified herein, all terms and conditions of the Agreement remain the same. Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Exhibit B may be executed in one or more counterparts and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

**DIRECT ENERGY BUSINESS, LLC**

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE E-MAIL to the attention of: [EnergyAdvisors@nrg.com](mailto:EnergyAdvisors@nrg.com)

**NORTHERN MORAIN WASTEWATER RECLAMATION  
DISTRICT**

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## NORTHERN MORaine W R D

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### AGENDA ITEM # 10K

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Professional Services Agreement with McGuireWoods Consulting
<b><u>Staff Recommendation:</u></b>	Approve a Professional Services Agreement for Federal Government Relation Services with McGuireWoods Consulting
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

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#### **Background:**

Currently the District has a legislative aide contract with Michael J. Tryon, who has assisted us in getting several grants via the State and helped with various issues as they arise. Tryon has proven to be a vital resource in knowing what is going on in the State and ensuring that the District is properly positioned for state aid as it becomes available. It is anticipated that Tryon will be able to assist us in upcoming capital bills that are expected for Illinois as well as grants available via the Counties for ARPA leftover funds. To date, we have received close to \$7 million in grants for capital projects, some of which Mike was critical in obtaining or bringing to my attention.

Last year we came to know of federal Congressionally directed spending. Through US Representative Lauren Underwood we were able to get funds for Holiday Hills Phase 2. In addition, we were able to get funds from US Senator Dick Durbin for our Generator Replacement project.

Federal Congressionally directed spending appears to continue and recently Greg Bales, the former chief of staff of Senator Durbin became a consultant. He is registered to lobby at the federal level and is aware of several funding opportunities through USDA and USACOE as well as funding for solar projects. This is in addition to being able to help get Congressionally directed spending. A proposal from the firm of McGuireWoods consulting is included for our consideration at a price of \$3,500 per month. This price is considerably less than what federal government aides charge (typically > \$7,000 per month). I would like to pursue this funding avenue. With the need to finish Holiday Hills, start Darrell Road Sewer as well as plant projects like UV Disinfection, Solar Array and replacing aging buildings, we have plenty of capital needs.

#### **Recommendation:**

District Staff recommends entering into a Professional Services Agreement for Federal Government Relation Services with McGuireWoods Consulting for \$3,500 per month.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



## **RESOLUTION**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORaine  
WASTEWATER RECLAMATION DISTRICT that the District Manager is authorized to execute  
an Agreement between the Northern Moraine Wastewater Reclamation District and  
McGuireWoods Consulting for Government Relation Services at a cost of \$3,500 per month.

DATED this 14th day of March, 2023

NORTHERN MORaine WASTEWATER  
RECLAMATION DISTRICT, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
PRESIDENT

SEAL

ATTEST

\_\_\_\_\_  
DISTRICT CLERK





## **PROPOSAL FOR GOVERNMENT RELATIONS SERVICES**

*Prepared for Northern Moraine WRD*

McGuireWoods Consulting  
Gregory Bales | +1 312 849 8241 | [gbales@mwcllc.com](mailto:gbales@mwcllc.com)

February 17, 2023

TO: Northern Moraine Wastewater Reclamation District  
FROM: McGuireWoods Consulting LLC  
DATE: February 2023  
**RE: Government Relations Services**

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The Northern Moraine Wastewater Reclamation (NMWRD) services more than 15,000 people across two counties in Illinois, Lake and McHenry, and has more needs and demands than available resources. NMWRD is not alone in needing financial resources to improve wastewater treatment for their residents, and the Biden Administration as well as Congress have made this issue a top priority.

In Fiscal Year 2023, NMWRD was successful in securing congressionally directed spending – earmarks – from both U.S. Senator Dick Durbin and U.S. Congresswoman Lauren Underwood. This funding, authorized by Congress, will be administered by the U.S. Environmental Protection Agency (U.S. EPA). McGuireWoods Consulting (MWC) can help ensure that engagement with NMWRD's members of Congress and the U.S. EPA is seamless, and the funding is delivered in a timely and efficient manner.

In addition to ensuring delivery of NMWRD's FY2023 earmarks, MWC can help NMWRD:

- Apply for additional earmarks from their new members of Congress, and ensure they are monitoring and in compliance with forthcoming earmark rules to be set forth by U.S. House Republican leadership;
- Engage with the U.S. Department of Agriculture to access funding from their Water & Environmental Programs;
- Meet with U.S. EPA staff and leadership for support and additional resources;
- Work with prospective solar developers for utilization of existing NMWRD property;
- Approach the U.S. Army Corps of Engineers on potential funding and assistance;

These are just some of the items that MWC can help NMWRD on the federal level.

MWC has a robust, national operation with offices in Springfield, Chicago, and Washington D.C. When working with MWC, you not only get in-state support, you receive access to a local and national team.

## **Public Entities: Securing Federal Funds for 2023 and Beyond Starts Now**

Now is the time for local governments, higher education institutions, development authorities and other public entities to best position yourself to harness the once-in-a-generation federal funding flowing out of Washington, D.C. The return of congressionally directed spending, the Bipartisan Infrastructure Law and the Inflation Reduction Act present public sector entities three unique opportunities to fund needed projects.

### **1. Congressionally Directed Spending is Here to Stay in Congress**

In 2021, Congressional leaders [announced the return of](#) congressionally directed spending, or earmarks, after a decade-long moratorium. Consequentially, a diverse set of public entities were granted license to petition individual lawmakers for government funding, in amounts ranging from tens of thousands of dollars to as high as the tens of millions. The incoming House Republican majority recently announced that they would continue the congressionally directed spending program, though process and approval may differ for the 118<sup>th</sup> Congress.

### **2. Bipartisan Infrastructure Law (BIL)**

In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (P.L. 117-58), formally enacting the Bipartisan Infrastructure Law (BIL). The BIL provides \$973 billion over five years from Fiscal Year (FY) 2022 through FY 2026, including \$550 billion in new investments for all modes of transportation, water, power and energy, environmental remediation, public lands, broadband and resilience.

### **3. Inflation Reduction Act (IRA)**

Biden signed the Inflation Reduction Act of 2022 (IRA) into law in August 2022. The bill includes \$790 billion in revenue and savings to fund federal deficit reduction and approximately \$485 billion in new spending, which includes some \$385 billion in new energy and climate-related programs over 10 years and \$100 billion to pay for a three-year extension of the Affordable Care Act healthcare premium tax credits. Some examples of funding opportunities for public sector entities include:

- \$760 million for grants to state, local, and tribal governments, and other entities to support accelerated siting of interstate electricity transmission lines;
- \$7 billion for use through September 2024 in competitive grants to states, municipalities, and tribes for providing grants, loans, or other forms of financial assistance, as well as technical assistance, to enable low-income and disadvantaged communities to deploy or benefit from zero emissions technologies, including distributed technologies on residential rooftops, and to carry out other GHG emissions reduction activities;

- \$3 billion for Neighborhood Access and Equity Grants to reconnect communities divided by existing infrastructure barriers, mitigate negative impacts of transportation facilities or construction projects on disadvantaged or underserved communities, and support equitable transportation planning and community engagement activities;
- \$1 billion to cover cost of zero emission school buses, garbage trucks, and mass transit buses; and
- \$1 billion for improving energy efficiency, water efficiency, or climate resilience of affordable housing. Public housing authorities can participate.

## Pricing and Terms

MWC will assist the Northern Moraine Wastewater Reclamation District in lobbying the United States Congress and federal agencies. The period of this engagement will begin on March 1, 2023 and end on March 1, 2024.

To effectively represent NMWRD, McGuireWoods Consulting suggest a monthly retainer of \$3,500 for 12-months, subject to renewal by NMWRD.

This fee will cover all MWC's expenses, and no additional reimbursement will be sought for operational expenses, travel to/from the U.S. Capitol, transportation, food, *per diem*, etc. No additional expenses will be billed to NMWRD without the company's express consent prior to such expenses being incurred.

## Our Team



**Gregory Bales, Senior Vice President | McGuireWoods Consulting LLC**  
219-201-3923 | gbales@mwllc.com

Before joining the firm, Greg Bales worked for U.S. Senate Majority Whip Richard J. Durbin for more than a decade, serving as senior advisor in the Senator's government office as well as his campaign manager for his 2020 reelection. During his time with the Senator, he oversaw special projects throughout Illinois, and worked as a liaison to elected officials, businesses, community organizations, and other constituencies across the state.

Prior to joining Senator Durbin's staff, Greg worked as a policy advisor for the Illinois Department of Transportation. He was a staffer for former Illinois Congresswoman Debbie Halvorson, and he has worked on numerous political campaigns in California, Illinois, and Indiana. Before managing Senator Durbin's recent reelection, Greg took leave to elect Illinois Congressman Sean Casten to his first term, and served as Illinois state director for Secretary Hillary Clinton's Presidential campaign.



Greg's relationships span across the state, including the Illinois Congressional delegation, the Illinois General Assembly, City of Chicago, Cook County government, and in numerous municipalities and local units of government. Greg has concentrated on infrastructure funding, economic development, and earmarks. He has worked with Illinois General Assembly leadership on legislative language to ensure millions of dollars in federal funding for election security were allocated to cybersecurity; managed multi-million-dollar campaign budgets; pitched stories and gone on the record with the media; and lobbied for state funding for public transit.



**Elias D. Mossos, Senior Vice President**

+1 312 849 8260 | [emossos@mwcllc.com](mailto:emossos@mwcllc.com)

Louie Mossos first joined McGuireWoods Consulting and McGuireWoods LLP in December 2011 as a vice president of State Government Relations. Prior to joining the firm, he served as senior legal counsel for the Illinois Senate President, as well as deputy counsel to the Illinois Speaker of the House. In 2015, Louie returned to the Illinois Senate as senior adviser to the Senate President, where he served for 2 years to assist with the many problems facing the State, including the threatened closure of three nuclear power plants and an unprecedented fiscal crisis.

Louie has counseled the Senate President, Speaker of the House and ranking legislators on a variety of legislative and political matters, including legislation implementing an electric smart grid, providing incentives for developers of renewable energy facilities and clean-coal power plants, and expanding casino and video gaming operations. Additionally, he drafted numerous reform measures aimed at enhancing transparency in government, including open access to public records and improvements to the state's procurement process. Louie was a primary author of the updated Illinois Freedom of Information Act and also served as the Illinois Senate's Freedom of Information Act officer. He helped draft the first ever IICLE publication on FOIA and is a frequent lecturer on the topic.

Prior to joining the Illinois Senate, he served as an assistant attorney general for Illinois Attorney General where he handled litigation matters involving energy, gas, water, and telecommunications. Louie has represented public officials in election cases at the state, county, and municipal levels and has represented elected officials in federal proceedings as a special assistant attorney general.



**Thomas F. Londrigan Jr., Director and Senior Vice President**

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Tom has been with McGuireWoods since 2005 and works out of both the Chicago and Springfield Office. He has represented clients before both the General Assembly and the Governor's Administration.

Tom opened the Illinois McGuireWoods Consulting Office in 2005 and it has grown to be one of the largest government affairs firms in the state with capabilities to serve clients in the State Capitol and before the Governors' Administration as well as the City of Chicago and Cook County.

Tom has been successful in passing legislation to enhance tax incentives for multiple industries. He has worked on behalf of the health insurance industry in shaping healthcare policy as well as on behalf of a variety of healthcare providers and hospitals. In addition, Tom has worked for a variety of alternative energy projects including wind power, coal mining operations, coal gasification and sequestration.

As part of his procurement practice, Tom has assisted many vendors and potential vendors of Illinois government agencies in navigating the complex procurement rules and regulations, the variety of ethics requirements and restrictions, and the State's procurement protest procedures.

Former acting general counsel to the Office of the Governor, Tom was responsible for managing several hundred administration attorneys and outside counsel in addressing legal issues presented before the state. In addition to his legal duties, he was the Governor's policy lead on telecommunications, electric deregulation, and prescription drugs. Prior to that, Tom was the Governor's legislative legal counsel. In that capacity, he reviewed all legislation passed by the General Assembly for the Governor's signature and penned the veto messages on behalf of the Office of Governor.

Tom managed his own civil litigation firm for seven years, worked for U.S. Sen. Richard J. Durbin when Senator Durbin was a member of the House of Representatives, and served as legal counsel to the Illinois Senate. In 1996, Tom was a candidate for the Illinois State Senate in the 50th District.



**Kent Gaffney, Senior Vice President**

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Kent joined McGuireWoods Consulting in January 2013 and serves as a senior vice president of State Government Relations. His primary areas of service include assisting clients with legislative, appropriations and regulatory needs.

Prior to joining MWC, he served as the 52nd District State Representative in the House of Representatives of the Illinois General Assembly. In that capacity, Kent served on the Revenue & Finance, Insurance, Armed Forces and Military Affairs, Small Business Empowerment & Workforce, and General Services Appropriations committees.

Before becoming a legislator, he was the director of appropriations for the Illinois House Republican Caucus from 2001-2011. Kent has also served as the deputy director of appropriations and as a Research Analyst for utility and healthcare committees.

Kent was also chosen to be a member of the inaugural class of the Edgar Fellows Program.



**James E. Sherwood, Senior Vice President**

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James Sherwood is a senior vice president with McGuireWoods Consulting, and counsel with McGuireWoods LLP. Prior to joining the firm, he served as deputy legal counsel and ethics officer for Illinois House Republican Leader Jim Durkin. James assists clients on a range of issues, including data privacy and security, worker classification and the gig economy, electrification of the transportation sector and the affordable housing crisis. He also counsels clients on various tax incentive programs. Most recently, he assisted an international data center client in obtaining a tax incentive for data centers located in Illinois.

As deputy legal counsel, James advised the Republican House Leader and ranking legislators on a variety of matters, including legislation that overhauled the state's energy policies, transitioned Illinois to a statewide 9-1-1 system and dealt with the increase in heroin and opiate abuse. In his role as ethics officer, James ensured the House Republican caucus was apprised of their duties under Illinois ethics laws and regulations, and advised members to ensure compliance therewith.

James also serves as a board member on the Public Policy Committee for the Illinois Chapter of the Alzheimer's Association.



**Arielle Maffei, Vice President**

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Arielle Maffei joined McGuireWoods Consulting as a vice president of state government relations in January 2021. In this role, Arielle provides clients with direct advocacy at the state and city levels.

Arielle began her political career as a White House scheduling and advance intern under President Obama. From there, she went on to work at the Clinton Foundation where she worked directly with President Clinton, senior staff, and the board of directors to advance the mission of the Foundation. After five years at the Foundation, Arielle transitioned to events manager in the President's Office at Johns Hopkins University in Baltimore prior to moving to Chicago in 2017.

For three years she was the in-house government affairs associate for Simmons Hanly Conroy, a nationally-recognized law firm that represents families affected by mesothelioma and asbestos-related cancers. Most recently, Arielle served as vice president of Alexander, Borovicka, & O'Shea Government Solutions where she supported multiple client accounts. In this role she worked within several industries, including cannabis, where she supported clients beginning with the Illinois medical program and then recreational use, which became legal in the state January 2020. More generally, she used her experience and knowledge of the political landscape to provide clients with recommendations and guidance on legislative issues.

Arielle is the current president of the Young Democrats of Illinois and serves on the board of Planned Parenthood of Illinois and the Chicago Scholars' associate board. She represented Illinois as an at-

large delegate at the 2020 National Democratic Convention and is a member of the Illinois Women's Institute of Leadership (IWIL) Class of 2020.

She is the proud daughter of her Cuban immigrant mother and Italian father, a graduate of Vanderbilt University, and has a master's degree in public policy and administration from Northwestern University.



**Henry F. Mohn, Research Associate**

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Henry Mohn joined McGuireWoods Consulting in March 2021 as research associate in the firm's Illinois government relations team. In this role, he supports the team and clients with legislative and administrative rule tracking, media monitoring, procurement, budget analysis, and a variety of other research projects.

He has worked with clients in a full spectrum of industry sectors: energy, finance, public utilities, tech, healthcare, gaming, electric vehicles, higher education, K-12 education, elections, affordable housing, cannabis, municipal, economic development, and gig economy. Through weekly legislative updates, monthly state budget and revenue reports, and end of session reports, he keeps clients informed about key issues in the Illinois General Assembly. He also assists with matters at the municipal level in Chicago.

Henry advises a bond insurance client on matters regarding Illinois' budget, revenues, employment, bill backlog, pension debt, and Unemployment Insurance Trust Fund debt in the midst of the COVID-19 pandemic. He also assisted energy and electric vehicle clients through the 2021 Climate and Equitable Jobs Act (CEJA) and Reimagining Electric Vehicles (REV) in Illinois Act negotiations by tracking and analyzing new amendments and providing insight on stakeholder debate. Additionally, he works with a college access non-profit in Chicago to build relationships with Illinois civic leaders and plan civic engagement events.

Prior to joining McGuireWoods Consulting, Henry worked at a federal government relations firm, where he managed the annual National Defense Authorization Act (NDAA) and appropriations process and covered hearings for clients in the defense, foreign affairs, homeland security, and appropriations practice. Henry also served as political director and deputy field director for Illinois State Senator Meg Loughran Cappel's 2020 election campaign. In this role, he managed the campaign field team and worked with volunteers, labor organizations, local Democratic Party groups, and precinct committee members to build grassroots support and plan campaign events.

Henry graduated cum laude from Northwestern University with a bachelor's degree in political science, international studies, and geography.





**Mona Mohib, Senior Vice President**

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Mona is a senior vice president in the Federal Public Affairs group at McGuireWoods Consulting (MWC) where she advises clients on a variety of issues and helps strategize their engagement with the U.S. Congress and the Biden Administration. Mona has been recognized by The Hill as one of the top lobbyists of 2018, 2019, 2020 and 2021. She is also a member of the firm's national practice where she serves as a primary liaison with Democratic state and local elected officials across the country. She also is co-chair of the MWC Pro Bono Committee and is a member of the McGuireWoods LLP Diversity and Inclusion Committee.

Prior to McGuireWoods Consulting, Mona was the director of policy and communications at the Democratic Governors Association. She also served in the Clinton/Gore Administration where she was associate director for the Office of Intergovernmental Affairs at the White House and was director of the Office of Intergovernmental Affairs at the U.S. Department of Labor under Secretary Alexis Herman.

Mona has more than 20 years of campaign and political experience. She has been involved in five presidential campaigns. She has also served as an advisor to Pennsylvania Governor Edward G. Rendell's re-election campaign and as Policy Director to Dan Malloy's first campaign for Governor of Connecticut. She also was political director for former Vice President Al Gore's political action committee Leadership '02. There she developed political strategies for the former vice president to support Democratic candidates nationally.

Mona is on the Executive Board of the Asian American Action Fund, a political organization dedicated to empowering Asian Americans and Pacific Islanders across the United States. She was also a member of the Democratic National Committee for eight years during which time she was Vice-Chair of the Asian American and Pacific Islander Caucus. She continues to serve as a surrogate speaker on behalf of the party.



## NORTHERN MORaine W R D

### AGENDA ITEM # 10L

<b><u>Meeting Date:</u></b>	March 14, 2023
<b><u>Item:</u></b>	Ordinance 23-02, User Rate Fee Ordinance
<b><u>Staff Recommendation:</u></b>	Motion to Adopt Ordinance 23-02, an Ordinance Restating and Amending Ordinance 14-02 Establishing Sewer User Service Charges for Users of NMWRD
<b><u>Staff Contact:</u></b>	Mohammed M. Haque, District Manager

#### **Background:**

At the last board meeting, we discussed the need to revise the next two planned adjustments to our user rates to account for the significant inflationary pressures and increase in commodity pricing that the District is seeing. After some discussion last month, it was decided to proceed with a smaller revision of 5% annually for the next two years (instead of 7.5% that was needed to meet actual inflation). The attached ordinance incorporates those revisions of 5% on May 1, 2023 and 5% on May 1, 2024. After discussing the increases with staff, they requested that we round the change to the nearest quarter to make it easier to give change at the drive up window. The modification still kept the revisions to 5% +/-.

In addition to the user rate adjustments, we also adjusted the rates for delinquent and non-payment fees by \$5 and returned check fees by \$10. These fees have not been adjusted for many years. A summary of those adjustments is below:

<b><u>FEE</u></b>	<b><u>OLD</u></b>	<b><u>NEW</u></b>
Issuance of Notice of Delinquency	\$10.00	\$15.00
Issuance of Water Shut off Notice	\$25.00	\$30.00
Village of Island Lake Red Tag Fee	\$50.00	\$55.00
Village of Island Lake Shutoff/Turn On fee	\$100.00	\$105.00
Village of Lakemoor Shutoff/Turn On fee	\$50.00	\$55.00
Issuance of Service Suspension Notice	\$25.00	\$30.00
Issuance of Service Suspension Second Notice	\$60.00	\$65.00
NMWRD Sewer Service Shutoff/Restoration Fee	\$100.00	\$105.00
Issuance of Special Notices-Process Server	\$100.00	\$105.00
Returned Check Fee	\$20.00	\$30.00

In the past, we have done amendments to the original ordinance 14-02 when we had fee adjustments. As a result of this approach, we have four adjustment ordinances since 2014. Rather than making another adjustment ordinance, we have restated the ordinance so that we no longer need to track the interim adjustment ordinances since 2014. The restated ordinance is attached. No changes have been made besides the rate adjustments.

#### **Recommendation:**

The attached ordinance ensures that the District's rates are in line with inflation and will retain their value, on average, over the next two years. It is staff recommendation that we approve the ordinance and make the proper notices so that it can go into effect on May 1, 2023.

#### **Votes Required to Pass:**

Simple Majority, via a roll call vote



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**ORDINANCE NO. 23-02**

**AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 14-02  
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS  
OF THE PUBLIC SEWAGE WORKS IN THE  
NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT,  
COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS**

Adopted by the  
President and Board of Trustees  
of the  
Northern Moraine Wastewater Reclamation District  
this \_\_\_\_ day of \_\_\_\_\_, 2023

Published in pamphlet form by direction  
and authority of the  
Northern Moraine Wastewater Reclamation District,  
Counties of Lake and McHenry, State of Illinois  
this \_\_\_\_ day of \_\_\_\_\_, 2023

## ORDINANCE NO. 23-02

### AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 14-02 ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS OF THE PUBLIC SEWAGE WORKS IN THE NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT, COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS

**WHEREAS**, in January 2014, the Board of Trustees (the “**District Board**”) of the Northern Moraine Wastewater Reclamation District (the “**District**”) adopted its Ordinance No. 14-02, which ordinance established a comprehensive schedule of sewer user service charges for users of the District’s public sewage works; and

**WHEREAS**, the District Board has the authority to amend its fees and charges as reasonably determined in the legislative discretion of the District Board, and pursuant to such authority the District Board has amended Ordinance No. 14-02 from time-to-time; and

**WHEREAS**, the District Board has determined that it is in the best interest of the District and its residents and taxpayers to restate and comprehensively amend Ordinance No. 14-02 (as amended) as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT, COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS, as follows:

#### **SECTION 1    DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- 1.1     “District” – the Northern Moraine Wastewater Reclamation District of Lake and McHenry Counties, Illinois.
- 1.2     “District Manager” – the District Manager of the District or his duly authorized deputy or representative.
- 1.3     “Ordinance” – means this ordinance.
- 1.4     “Federal Act” - the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended by the Federal Water Pollution Control Act or Amendments of 1972 (Public Law 92-500 and Public Law 93-243) and the Clean Water Act of 1977 (Public Act 95-217) and any amendments thereto.



- 1.5 “State Act” – the Illinois Anti-Pollution Bond Act of 1970 and any amendments thereto.
- 1.6 “State Grant” – a State of Illinois grant under the State Act for financing the construction of sewage works.
- 1.7 “Person” – any and all persons, natural or artificial, including any individual, firm, company, public or private corporation, association, society, institution, enterprise, governmental agency or other entity.
- 1.8 “Shall” means mandatory; “May” means permissive.
- 1.9 “CBOD” – carbonaceous biochemical oxygen demand which is defined as the quantity of oxygen required to oxidize only the carbonaceous organic matter in five (5) days at 20 degrees C., determined by standard laboratory test procedures and expressed in mg/l.
- 1.10 “Basic User Charge” – the amount to be paid each billing period by all public sewer users for payment of operation and maintenance costs plus replacement of the sewage works.
- 1.11 “mg/l” – means milligrams per liter.
- 1.12 “NPDES Permit” – means any permit or equivalent document to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act.
- 1.13 “Owner” – the titleholder of record of the premise, including, without limitation any or all beneficiaries of any trust holding title to the premises.
- 1.14 “Population Equivalent” – a term used to evaluate the loading of the wastewater system. One population equivalent is 100 gallons of sewage per day, containing 0.17 pounds of CBOD and 0.20 pounds of suspended solids.
- 1.15 “Premises” – any lot or parcel of real property, improved or unimproved, which is in any manner served by a public sewer or a sewer operated, controlled, or maintained by the District, which provides the means for causing sewage to be removed from any part of or improvement upon the real property.
- 1.16 “Public Sewer” – (a) a sewer in which all owners of abutting properties have equal rights of connection and use, and is operated, maintained and controlled by the District; or (b) a sewer owned by a municipality whose sewer system is connected to a sewer operated, maintained, and controlled by the District.
- 1.17 “Replacement Costs” – expenditures for purchasing and installing equipment, accessories, or appurtenances which are necessary during the service life of the sewage works to maintain the capacity and performance for which such works were designed and constructed.
- 1.18 “Residential User” – any user of the sewage works located in a structure that is primarily used as a residence by its occupants.

- 1.19 “Non-Residential User” – any user of the sewage works located in a structure that is not primarily used as a residence by its occupants, including any incidental residential use.
- 1.20 Sanitary Sewer” – a sewer that conveys sewage and polluted industrial wastes, and to which storm water, surface drainage, ground water or unpolluted wastewater is not intentionally admitted.
- 1.21 “Sewage” – a combination of the wastewater from residential, commercial, industrial and institutional buildings together with such ground water infiltration and surface water inflow that may be in the sewers.
- 1.22 “Sewage Treatment Plant” – an arrangement of devices, structures and processes for the treating and disposing of sewage.
- 1.23 “Sewer” – a pipe or conduit for conveying sewage or any other wastewater, including storm water, surface water and ground water drainage.
- 1.24 “Sewer User Service Charge” – the total amount to be paid each billing period by public sewer users including the basic user charge and a surcharge, if applicable.
- 1.25 “Sewer O&M Fund” – the principal accounting designation for all revenues received in the operation of the sewage works.
- 1.26 “Sewage Works” – all facilities of the District for collecting and pumping sewage and treating sewage and industrial waste in conformity with the District’s NPDES permit and the Federal Act.
- 1.27 “Surcharge” – the amount to be paid each billing period by certain public sewer users in addition to the basic user charge.
- 1.28 “Suspended Solids” – solids that either float on the surface of, or are in suspension in water, sewage, industrial wastes, or other wastewater; the quantity of which is determined by standard laboratory filtering test procedures and referred to as nonfilterable residue expressed in mg/l.
- 1.29 “Useful Life” – the estimated period during which the sewage works will be operated from the date of start-up of any facilities constructed with a State grant.
- 1.30 “User” – the owner of any premises, as well as any person with any possessory interest in the real property or a person directly benefiting from such ownership or possessory interest. A person with a possessory interest shall include, without limitation, a person occupying or using the real estate by tenancy, use and occupancy, license, or adverse possession. A user shall also include any person who acquires possession or control of the premises by or through any judicial or extra-judicial legal proceeding or transaction, including, without limitation, appointment of a receiver, assignment for the benefit of creditors, deed in lieu of foreclosure, or assignment of rents or leases.
- 1.31 “User Class” – the type of user, either “residential” or “non-residential” as defined herein.
- 1.32 “Wastewater” – the wastewater from any residential, commercial, industrial and institutional uses.

- 1.33 "Billing Period" – the period of time for which a user of the sewerage system is billed by the District. The length of the Billing Period shall be monthly.

## **SECTION 2 SEWER USER SERVICE CHARGES**

- 2.1 There shall be and there are hereby established Sewer User Service Charges for the use of and for the service supplied by the District sewage works which shall consist of a basic user charge for operation and maintenance plus replacement and a surcharge, if applicable.
- 2.1.1 The basic user charge shall be based on the water usage as recorded by approved water meters and/or sewage meters for wastewater having normal concentrations of 200 mg/l of CBOD and 250 mg/l of suspended solids.
- (a) Metered usage shall be read to the lowest even increment of 1,000 gallons.
- (b) Sewer users who obtain any portion of their water service from other than public water supply sources shall install and maintain, at no expense to the District, water meters of a type approved by the District Manager for the purpose of metering the water usage obtained from such other sources.
- (c) Wherever required by the District Manager, sewage metering devices shall be installed and maintained, at no expense to the District, when the volume of wastewater discharged to the public sewer cannot be otherwise determined by use of water meters.
- (d) Metering devices shall not be removed without the consent of the District Manager or written notification has been provided to the Northern Moraine Wastewater Reclamation District seven calendar days prior to the removal of service.
- 2.1.2 The Sewer User Service Charge shall be determined by the amount of revenue funds required to operate and maintain the District sewage works and to provide a depreciation fund for the repair and/or replacement of component parts of said sewage works for each fiscal year.
- 2.1.3 The Sewer User Service Charge to be paid monthly by all sewer users within the corporate limits of the District shall be in accordance within **Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.
- 2.1.4 The Sewer User Service Charges for each user outside the corporate limits of the District shall include a surcharge of fifty percent (50%) of the basic user charge, to each such user, as if such user were within the corporate limits of the District, except as provided for in a written intergovernmental or special sewer service agreement.
- 2.1.5 A surcharge shall be levied to all sewer users whose wastewater exceed the normal concentrations of 200 mg/l of CBOD and/or 250 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the District Manager and shall be binding as the basis for computing the surcharge. These surcharges shall be in accordance with

**Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.

- 2.1.6 Fees for other services such as filing of liens, returned checks and collection of outstanding debits to the District shall be charged in accordance with **Exhibit A**.
- 2.2 The Sewer User Service Charges shall be reviewed annually by the District's Board of Trustees and revised as appropriate to reflect changes in operation and maintenance costs including replacement costs of the Northern Moraine Wastewater Reclamation District. Adequacy of the Sewer User Service Charges shall be reviewed annually by the certified public accountants for the District in their annual audit report.
- 2.3 Sewer User Service Charges shall be billed in arrears on a monthly basis to all sewer users. Bills for sewer service shall be mailed or otherwise delivered on or after the first day of the month succeeding the billing period for which the service is provided, and payment shall be due twenty-one (21) days after the date the bill was rendered. If payment of the entire amount of said bill for Sewer User Service Charges is not received by the District on or before the twenty-first (21<sup>st</sup>) day after the billing date, then a late payment penalty of ten percent (10%) of the unpaid balance of the current bill shall be added thereto and become due and payable.
- 2.4 Any and all users of the premises shall be jointly and severally liable to pay the Sewer User Service Charge for service to the premises, and service is furnished to the premises by the District only upon the condition that the users are jointly and severally liable therefore to the District. Bills will be mailed to the owners of record of the premises. The District shall not be responsible for forwarding bills to tenants or other persons notwithstanding whether such other persons are users and therefore, are jointly and severally liable.
- 2.4.1 Except as provided in this sub-paragraph to paragraph 2.4 of this Ordinance, the joint and several liability of any users of the premises shall include all charges due and owed pertaining to such premises regardless of the date that person became a user pursuant to this Ordinance or any preceding ordinance of the District. In the event that any premises are sold, transferred or assigned to another (hereinafter referred to as the "transferee") by any person or entity theretofore responsible for payment of charges (hereinafter referred to as the "transferor"), it shall be the responsibility of both the transferor and the transferee to notify, in writing, the District of the intended transfer no less than five (5) working days prior to the date of the intended transfer of the premises. Upon notification, the District shall render a final prorated billing for such service, prorated to the date of the proposed sale, transfer or assignment, and upon full payment thereof, the transferor shall thereafter be relieved of any further responsibility for such service. In the event that the District is not so notified of such transfer the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter. In the event that the District is not so notified and paid the pro-rated amount calculated to the date of the proposed sale, transfer or assignment prior to such transfer, the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter.



- 2.5 In the event the Sewer User Service Charges, including any penalty then due, are not paid within thirty (30) days after the date of billing, such charges and penalties shall be deemed and are hereby declared to be delinquent, and thereafter the District may file suit against the delinquent owner or owners to recover the unpaid Sewer User Service Charges as well as any and all court costs and attorney fees incurred by the District in filing such civil suit or costs, including attorneys' fees, incurred in collecting the past due charges. The District may also file a statement of lien claim with the County Recorder of Deeds in the county where the premises are located. This statement of lien claim shall include the legal description of the premises and the amount of the unpaid Sewer User Service Charges as of the date of recording. The recording of the lien itself shall be sufficient to include all additional accruing charges to be included in such lien until the date such lien is released. The District may cause notice of its claim for lien to be sent to any or all known users or other persons with an interest in the premises. The failure of the District to record a lien with the County Recorder of Deeds, or to mail the notice of delinquency and lien to an owner, user or occupant of the premises, or failure of a user to receive such notice shall not affect the right of the District to foreclose the lien for unpaid bills as mentioned in the foregoing section.
- 2.6 Premises subject to the District's lien may be foreclosed upon and sold for nonpayment of charges, and the proceeds shall be applied to pay for the amounts due the District and costs and expenses incurred in the foreclosure, including reasonable attorney fees. The foreclosure proceeding shall be by a bill-in-equity in the name of the District and the District's attorney is authorized and directed without further Board of Trustees approval to institute such proceedings in the name of the District in any court having jurisdiction of such matters against any premises for which the bill has remained unpaid for a period of 60 days.
- 2.7 The Clerk of the District shall receive all revenues from the Sewer User Service Charges and all other funds and moneys incident to the operation of the sewage works as the same may be delivered to the Clerk and deposit the same in the account of the fund designated for the Sewer O&M Revenue Fund. Said Clerk shall administer such fund in every respect in the manner provided in Section 12a of the Sanitary District Act of 1917, 70 ILCS 2405/12a, and all other laws amendatory thereof and supplementary thereto. The Clerk of the District shall report monthly to the Treasurer of the District on all revenues received and expenses incurred such that the Treasurer may report on the finances of the District to the Board of Trustees.
- 2.8 The Sewer User Service Charges shall be paid by any and all users of any premises that actually are or required to be connected to the District's sewage works, whether or not said premises are in fact connected to the District's sewage works, and shall commence on the last day said premises was required to be connected to the system. The fact that any premise is not occupied on a permanent or temporary basis does not negate the obligation to pay Sewer User Service Charges.
- a) In the event the Sewer User Service Charges for any premises are unpaid (delinquent) for 90 days or more past the due date, the District may discontinue sewer service to the premises. In such case, the District may block the flow of sewage from the delinquent premises to the District's sewer main, or physically disconnect the service line from the sewer main. The cost incurred by the District for such disconnection shall be added to the amount due to the District.
- b) Sewer service shall not be restored to any premises whose service is discontinued

except upon payment to the District of all delinquent Sewer User Service Charges, penalties as well as payment of a new connection fee and connection permit and inspection fee (as is due in the case of original connection to the District's system) at the then current rates. The cost of restoring the physical connection from the disconnected premises to the District's sewer main shall be borne solely by the User.

- c) In lieu of, or in addition to disconnecting sewer service as provided above, the District may obtain the discontinuance of water service to any Premises for which Sewer User Service Charges are unpaid (delinquent) for more than 90 days past the due date, in accordance with the provisions of 70 ILCS 3010/7.
  - i. Any public or municipal corporation or political subdivision of the State furnishing water service to a premises shall discontinue that service upon receiving written notice from the District that payment of the Sewer User Charges for service to the premises has become delinquent and shall not resume water service until receiving a similar notice that the delinquency has been removed. The District shall not request discontinuation of water service before sending a notice of the delinquency to the sewer User and affording the User an opportunity to be heard. The District shall reimburse the public or municipal corporation or political subdivision of the State for the reasonable cost of the discontinuance and the resumption of water service. The District may contract with any privately owned or public utility for the discontinuance of water service to a premise with respect to which the payment of Sewer User Service Charge has become delinquent. The District shall reimburse the water service provider for any lost water service revenues and the costs of discontinuing water service, and shall indemnify the water service provider for any judgment and related attorney's fees resulting from an action based on any provision of this paragraph.
  - ii. The User shall be liable to the District for all costs and expenses incurred in shutting off or disconnecting, as well as restoring the User's water or sewer service, which shall be paid to the District before such service(s) are restored. Fees shall be in accordance with fees established in Exhibit A, as approved by the Northern Moraine Wastewater Reclamation District.

### **SECTION 3    ACCOUNTS**

- 3.1 The District shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the Sewer O&M Fund, and at regular annual intervals shall cause to be made an audit of the books to show the receipts and disbursements of said fund by the certified public accountants for the District.
- 3.2 In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewage works including a replacement cost, to indicate that Sewer User Service Charges do in fact comply with this ordinance. In this regard, the financial information to be shown in the audit report shall include the following:

- 3.2.1 Flow data showing total gallons of wastewater treated for the fiscal year.
- 3.2.2 Billing data to show total number of dollars billed.
- 3.2.3 Debt service for the next succeeding fiscal year.
- 3.2.4 Number of users connected to the sewage works.
- 3.2.5 Number of non-metered users.

#### **SECTION 4 NOTICE OF SEWER USERS SERVICE CHARGES**

- 4.1 A copy of this ordinance properly certified by the District Clerk, shall be filed in the Office of the Recorder of Deeds of Lake and McHenry Counties, Illinois, and shall be deemed additional public notice to all persons of the Sewer User Service Charges and fees of the District for sewer service.

#### **SECTION 5 PENALTY**

- 5.1 Any person, firm, corporation, association, agent or legal representative violating any of the terms and provisions of this ordinance except for non-payment of Sewer User Service Charges shall be subject to a penalty of not less than \$10 nor more than \$500 for each said violation. Each day the violation continues shall be construed as a separate offense.

In the event there is a failure to make any payments due and owing under the terms and conditions of this ordinance, the District shall send written notice of demand for payment and thereafter there shall be assessed penalties on all sums due and owing in the amount of ten (10%) percent per month on the unpaid balance of the current bill.

#### **SECTION 6 ACCESS TO RECORDS**

- 6.1 The Illinois Environmental Protection Agency or its authorized representative shall have access to the books, documents, papers and records of the District which are applicable to the District system of Sewer User Service Charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the Special and General Sections to the State grant.

#### **SECTION 7 EFFECTIVE DATE OF SEWER USER SERVICE CHARGES**

- 7.1 The rates, fees and charges established for sewer user service in Section 2 and Exhibits A shall be effective on the effective date(s) listed in Exhibit A of the ordinance as may be amended from time to time.

#### **SECTION 8 VALIDITY**

- 8.1 All ordinances and any parts thereof in conflict with the terms and provisions of this Ordinance are hereby repealed to the extent of such conflict.
- 8.2 If any of the provisions of this Ordinance or the application thereof to any person or circumstance is declared invalid by a Court of competent jurisdiction said partial invalidity shall not affect other provisions or applications of this Ordinance which can

be given effect without the invalid provision and to this extent the provisions of this Ordinance are declared to be severable.

This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois.

**SECTION 9    ORDINANCE IN FORCE**

9.1    This Ordinance shall be in full force and effect from and after May 1, 2023. The rates, charges, and other fees set forth in Exhibit A shall be applicable to the first full billing period following the effective date(s) noted in the Ordinance.

9.2    Passed and adopted by the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois, on this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

Ayes:

Nays:

Abstain:

Approved this \_\_\_\_ Day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kenneth A. Michaels, Jr., President  
Northern Moraine Wastewater Reclamation District

**ATTEST:**

\_\_\_\_\_  
Elisa Fisher, Clerk  
Northern Moraine Wastewater Reclamation District



Ordinance No. 23-02

Exhibit A

**NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT,  
LAKE AND McHENRY COUNTIES, ILLINOIS**

...  
**Effective May 1, 2023.**

Sewer User Service Charges within the District shall be as follows:

1. **\$ 44.75 per month per individual residential dwelling unit per connection.** On May 1, 2024, this charge shall increase to \$47.00.
2. **\$44.75 per month per living unit for all apartment units or multiple living units** within the corporate limits of the District. On May 1, 2024, this charge shall increase to \$47.00.
3. **\$89.50 per month for up to 20,000 gallons discharged per month for all non-metered, non-residential users.** On May 1, 2024, this charge shall increase to \$94.00.

*Such users exceeding 20,000 gallons discharged per month may be required to install a metering device to measure the volume of wastewater discharged and will result in reclassification to metered, non-residential users. Failure to install a required meter will result in a monthly rate of \$268.50. On May 1, 2024, this charge shall increase to \$282.00.*

4. **\$44.75 per month for non-metered non-residential users who can consistently demonstrate a low user usage of 10,000 gallons or less per month,** as verified by the Northern Moraine Wastewater Reclamation District. On May 1, 2024, this charge shall increase to \$47.00.
5. **\$4.47 per 1,000 gallons of metered usage or a minimum bill of \$44.75 per month,** whichever is greater for all **metered non-residential users.** On May 1, 2024, this charge shall increase to \$4.70 per 1,000 gallons of metered usage or a minimum bill of \$47.00 per month, whichever is greater for all metered non-residential users.
6. **\$1.53 per pound of CBOD for discharges exceeding 200 mg/l of CBOD.** On May 1, 2024, this charge shall increase to \$1.61.
7. **\$1.53 per pound of suspended solids for discharges exceeding 250 mg/l of suspended solids.** On May 1, 2024, this charge shall increase to \$1.61.
8. *A discount of \$1.00 per billing period may be applied in cases where paperless billing and payments are used or for billing periods for which prepayment was received to the extent that no bill is issued by the District.*

**FEES CHARGED FOR ISSUING NOTICES OF DELINQUENCY, PROCESSING  
WATER SHUT OFF NOTICES, PROCESSING SERVICE SUSPENSIONS  
AND/OR REINSTATEMENTS DUE TO DELINQUENCY, FILING AND  
RELEASING OF LIENS AND RETURNED CHECKS**

**Fee Schedule:**

For Sewer Users in the Village of Island Lake:	
Issuance of Notice of Delinquency	\$15.00
Issuance of Water Shut off Notice	\$30.00
Village of Island Lake Red Tag Fee	\$55.00
Village of Island Lake Shutoff/Turn On fee	\$105.00
For Sewer Users in the Village of Lakemoor:	
Issuance of Notice of Delinquency	\$15.00
Issuance of Water Shut off Notice	\$30.00
Village of Lakemoor Shutoff/Turn On fee	\$55.00
For Sewer Users in the Village of Port Barrington:	
Issuance of Notice of Delinquency	\$15.00
Issuance of Service Suspension Notice	\$30.00
Issuance of Service Suspension Second Notice	\$65.00
NMWRD Sewer Service Shutoff/Restoration Fee	\$105.00
For Sewer Users in Unincorporated Areas	
Issuance of Notice of Delinquency	\$15.00
Issuance of Service Suspension Notice	\$30.00
Issuance of Service Suspension Second Notice	\$65.00
Issuance of Special Notices-Process Server	\$105.00
Service Suspension via Disconnection	District's Cost
Filing of Liens	
Filing and Releasing of Liens in McHenry County	\$136.00
Filing and Releasing of Liens in Lake County	\$150.00
Returned Check Fee	\$30.00



ORDINANCE NO. ~~23-~~ 14-02

**AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 14-02  
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS  
OF THE PUBLIC SEWAGE WORKS IN THE  
NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT,  
COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS**

Adopted by the  
President and Board of Trustees  
of the  
Northern Moraine Wastewater Reclamation District  
this      day of                      , 2023

Published in pamphlet form by direction  
and authority of the  
Northern Moraine Wastewater Reclamation District,  
Counties of Lake and McHenry, State of Illinois  
this      day of                      , 2023

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**ORDINANCE NO. 23-**

**AN ORDINANCE RESTATING AND AMENDING ORDINANCE NO. 14-02  
ESTABLISHING SEWER USER SERVICE CHARGES FOR USERS  
OF THE PUBLIC SEWAGE WORKS IN THE  
NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT,  
COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS**

WHEREAS, in January 2014, the Board of Trustees (the "District Board") of the Northern Moraine Wastewater Reclamation District (the "District") adopted its Ordinance No. 14-02, which ordinance established a comprehensive schedule of sewer user service charges for users of the District's public sewage works; and

WHEREAS, the District Board has the authority to amend its fees and charges as reasonably determined in the legislative discretion of the District Board, and pursuant to such authority the District Board has amended Ordinance No. 14-02 from time-to-time; and

WHEREAS, the District Board has determined that it is in the best interest of the District and its residents and taxpayers to restate and comprehensively amend Ordinance No. 14-02 (as amended) as hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT, COUNTIES OF LAKE AND McHENRY, STATE OF ILLINOIS AS FOLLOWS, as follows:

**SECTION 1 DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- 1.1 "District" – the Northern Moraine Wastewater Reclamation District of Lake and McHenry Counties, Illinois.
- 1.2 "District Manager" – the District Manager of the District or his duly authorized deputy or representative.
- 1.3 "Ordinance" – means this ordinance.
- 1.4 "Federal Act" - the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended by the Federal Water Pollution Control Act or Amendments of 1972 (Public Law 92-500 and Public Law 93-243) and the Clean Water Act of 1977 (Public Act 95-217) and any amendments thereto.

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- 1.5 “State Act” – the Illinois Anti-Pollution Bond Act of 1970 and any amendments thereto.
- 1.6 “State Grant” – a State of Illinois grant under the State Act for financing the construction of sewage works.
- 1.7 “Person” – any and all persons, natural or artificial, including any individual, firm, company, public or private corporation, association, society, institution, enterprise, governmental agency or other entity.
- 1.8 “Shall” means mandatory; “May” means permissive.
- 1.9 “CBOD” – carbonaceous biochemical oxygen demand which is defined as the quantity of oxygen required to oxidize only the carbonaceous organic matter in five (5) days at 20 degrees C., determined by standard laboratory test procedures and expressed in mg/l.
- 1.10 “Basic User Charge” – the amount to be paid each billing period by all public sewer users for payment of operation and maintenance costs plus replacement of the sewage works.
- 1.11 “mg/l” – means milligrams per liter.
- 1.12 “NPDES Permit” – means any permit or equivalent document to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act.
- 1.13 “Owner” – the titleholder of record of the premise, including, without limitation any or all beneficiaries of any trust holding title to the premises.
- 1.14 “Population Equivalent” – a term used to evaluate the loading of the wastewater system. One population equivalent is 100 gallons of sewage per day, containing 0.17 pounds of CBOD and 0.20 pounds of suspended solids.
- 1.15 “Premises” – any lot or parcel of real property, improved or unimproved, which is in any manner served by a public sewer or a sewer operated, controlled, or maintained by the District, which provides the means for causing sewage to be removed from any part of or improvement upon the real property.
- 1.16 “Public Sewer” – (a) a sewer in which all owners of abutting properties have equal rights of connection and use, and is operated, maintained and controlled by the District; or (b) a sewer owned by a municipality whose sewer system is connected to a sewer operated, maintained, and controlled by the District.
- 1.17 “Replacement Costs” – expenditures for purchasing and installing equipment, accessories, or appurtenances which are necessary during the service life of the sewage works to maintain the capacity and performance for which such works were designed and constructed.
- 1.18 “Residential User” – any user of the sewage works located in a structure that is primarily used as a residence by its occupants.

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- 1.19 “Non-Residential User” – any user of the sewage works located in a structure that is not primarily used as a residence by its occupants, including any incidental residential use.
- 1.20 Sanitary Sewer” – a sewer that conveys sewage and polluted industrial wastes, and to which storm water, surface drainage, ground water or unpolluted wastewater is not intentionally admitted.
- 1.21 “Sewage” – a combination of the wastewater from residential, commercial, industrial and institutional buildings together with such ground water infiltration and surface water inflow that may be in the sewers.
- 1.22 “Sewage Treatment Plant” – an arrangement of devices, structures and processes for the treating and disposing of sewage.
- 1.23 “Sewer” – a pipe or conduit for conveying sewage or any other wastewater, including storm water, surface water and ground water drainage.
- 1.24 “Sewer User Service Charge” – the total amount to be paid each billing period by public sewer users including the basic user charge and a surcharge, if applicable.
- 1.25 “Sewer O&M Fund” – the principal accounting designation for all revenues received in the operation of the sewage works.
- 1.26 “Sewage Works” – all facilities of the District for collecting and pumping sewage and treating sewage and industrial waste in conformity with the District’s NPDES permit and the Federal Act.
- 1.27 “Surcharge” – the amount to be paid each billing period by certain public sewer users in addition to the basic user charge.
- 1.28 “Suspended Solids” – solids that either float on the surface of, or are in suspension in water, sewage, industrial wastes, or other wastewater; the quantity of which is determined by standard laboratory filtering test procedures and referred to as nonfilterable residue expressed in mg/l.
- 1.29 “Useful Life” – the estimated period during which the sewage works will be operated from the date of start-up of any facilities constructed with a State grant.
- 1.30 “User” – the owner of any premises, as well as any person with any possessory interest in the real property or a person directly benefiting from such ownership or possessory interest. A person with a possessory interest shall include, without limitation, a person occupying or using the real estate by tenancy, use and occupancy, license, or adverse possession. A user shall also include any person who acquires possession or control of the premises by or through any judicial or extra-judicial legal proceeding or transaction, including, without limitation, appointment of a receiver, assignment for the benefit of creditors, deed in lieu of foreclosure, or assignment of rents or leases.
- 1.31 “User Class” – the type of user, either “residential” or “non-residential” as defined herein.
- 1.32 “Wastewater” – the wastewater from any residential, commercial, industrial and institutional uses.

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- 1.33 "Billing Period" – the period of time for which a user of the sewerage system is billed by the District. The length of the Billing Period shall be monthly.

## **SECTION 2 SEWER USER SERVICE CHARGES**

- 2.1 There shall be and there are hereby established Sewer User Service Charges for the use of and for the service supplied by the District sewage works which shall consist of a basic user charge for operation and maintenance plus replacement and a surcharge, if applicable.
- 2.1.1 The basic user charge shall be based on the water usage as recorded by approved water meters and/or sewage meters for wastewater having normal concentrations of 200 mg/l of CBOD and 250 mg/l of suspended solids.
- (a) Metered usage shall be read to the lowest even increment of 1,000 gallons.
- (b) Sewer users who obtain any portion of their water service from other than public water supply sources shall install and maintain, at no expense to the District, water meters of a type approved by the District Manager for the purpose of metering the water usage obtained from such other sources.
- (c) Wherever required by the District Manager, sewage metering devices shall be installed and maintained, at no expense to the District, when the volume of wastewater discharged to the public sewer cannot be otherwise determined by use of water meters.
- (d) Metering devices shall not be removed without the consent of the District Manager or written notification has been provided to the Northern Moraine Wastewater Reclamation District seven calendar days prior to the removal of service.
- 2.1.2 The Sewer User Service Charge shall be determined by the amount of revenue funds required to operate and maintain the District sewage works and to provide a depreciation fund for the repair and/or replacement of component parts of said sewage works for each fiscal year.
- 2.1.3 The Sewer User Service Charge to be paid monthly by all sewer users within the corporate limits of the District shall be in accordance within **Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.
- 2.1.4 The Sewer User Service Charges for each user outside the corporate limits of the District shall include a surcharge of fifty percent (50%) of the basic user charge, to each such user, as if such user were within the corporate limits of the District, except as provided for in a written intergovernmental or special sewer service agreement.
- 2.1.5 A surcharge shall be levied to all sewer users whose wastewater exceed the normal concentrations of 200 mg/l of CBOD and/or 250 mg/l of suspended solids as determined by waste sampling which shall be performed as often as deemed necessary by the District Manager and shall be binding as the basis for computing the surcharge. These surcharges shall be in accordance with

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**Exhibit A** as approved by the Northern Moraine Wastewater Reclamation District.

2.1.6 Fees for other services such as filing of liens, returned checks and collection of outstanding debits to the District shall be charged in accordance with **Exhibit A**.

2.2 The Sewer User Service Charges shall be reviewed annually by the District's Board of Trustees and revised as appropriate to reflect changes in operation and maintenance costs including replacement costs of the Northern Moraine Wastewater Reclamation District. Adequacy of the Sewer User Service Charges shall be reviewed annually by the certified public accountants for the District in their annual audit report.

2.3 Sewer User Service Charges shall be billed in arrears on a monthly basis to all sewer users. Bills for sewer service shall be mailed or otherwise delivered on or after the first day of the month succeeding the billing period for which the service is provided, and payment shall be due twenty-one (21) days after the date the bill was rendered. If payment of the entire amount of said bill for Sewer User Service Charges is not received by the District on or before the twenty-first (21<sup>st</sup>) day after the billing date, then a late payment penalty of ten percent (10%) of the unpaid balance of the current bill shall be added thereto and become due and payable.

2.4 Any and all users of the premises shall be jointly and severally liable to pay the Sewer User Service Charge for service to the premises, and service is furnished to the premises by the District only upon the condition that the users are jointly and severally liable therefore to the District. Bills will be mailed to the owners of record of the premises. The District shall not be responsible for forwarding bills to tenants or other persons notwithstanding whether such other persons are users and therefore, are jointly and severally liable.

2.4.1 Except as provided in this sub-paragraph to paragraph 2.4 of this Ordinance, the joint and several liability of any users of the premises shall include all charges due and owed pertaining to such premises regardless of the date that person became a user pursuant to this Ordinance or any preceding ordinance of the District. In the event that any premises are sold, transferred or assigned to another (hereinafter referred to as the "transferee") by any person or entity theretofore responsible for payment of charges (hereinafter referred to as the "transferor"), it shall be the responsibility of both the transferor and the transferee to notify, in writing, the District of the intended transfer no less than five (5) working days prior to the date of the intended transfer of the premises. Upon notification, the District shall render a final prorated billing for such service, prorated to the date of the proposed sale, transfer or assignment, and upon full payment thereof, the transferor shall thereafter be relieved of any further responsibility for such service. In the event that the District is not so notified of such transfer the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter. In the event that the District is not so notified and paid the pro-rated amount calculated to the date of the proposed sale, transfer or assignment prior to such transfer, the transferee shall be deemed jointly and severally liable with the transferor for all unpaid charges for the premises incurred up to and including the date of transfer, as well as thereafter.

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- 2.5 In the event the Sewer User Service Charges, including any penalty then due, are not paid within thirty (30) days after the date of billing, such charges and penalties shall be deemed and are hereby declared to be delinquent, and thereafter the District may file suit against the delinquent owner or owners to recover the unpaid Sewer User Service Charges as well as any and all court costs and attorney fees incurred by the District in filing such civil suit or costs, including attorneys' fees, incurred in collecting the past due charges. The District may also file a statement of lien claim with the County Recorder of Deeds in the county where the premises are located. This statement of lien claim shall include the legal description of the premises and the amount of the unpaid Sewer User Service Charges as of the date of recording. The recording of the lien itself shall be sufficient to include all additional accruing charges to be included in such lien until the date such lien is released. The District may cause notice of its claim for lien to be sent to any or all known users or other persons with an interest in the premises. The failure of the District to record a lien with the County Recorder of Deeds, or to mail the notice of delinquency and lien to an owner, user or occupant of the premises, or failure of a user to receive such notice shall not affect the right of the District to foreclose the lien for unpaid bills as mentioned in the foregoing section.
- 2.6 Premises subject to the District's lien may be foreclosed upon and sold for nonpayment of charges, and the proceeds shall be applied to pay for the amounts due the District and costs and expenses incurred in the foreclosure, including reasonable attorney fees. The foreclosure proceeding shall be by a bill-in-equity in the name of the District and the District's attorney is authorized and directed without further Board of Trustees approval to institute such proceedings in the name of the District in any court having jurisdiction of such matters against any premises for which the bill has remained unpaid for a period of 60 days.
- 2.7 The Clerk of the District shall receive all revenues from the Sewer User Service Charges and all other funds and moneys incident to the operation of the sewage works as the same may be delivered to the Clerk and deposit the same in the account of the fund designated for the Sewer O&M Revenue Fund. Said Clerk shall administer such fund in every respect in the manner provided in Section 12a of the Sanitary District Act of 1917, 70 ILCS 2405/12a, and all other laws amendatory thereof and supplementary thereto. The Clerk of the District shall report monthly to the Treasurer of the District on all revenues received and expenses incurred such that the Treasurer may report on the finances of the District to the Board of Trustees.
- 2.8 The Sewer User Service Charges shall be paid by any and all users of any premises that actually are or required to be connected to the District's sewage works, whether or not said premises are in fact connected to the District's sewage works, and shall commence on the last day said premises was required to be connected to the system. The fact that any premise is not occupied on a permanent or temporary basis does not negate the obligation to pay Sewer User Service Charges.
- a) In the event the Sewer User Service Charges for any premises are unpaid (delinquent) for 90 days or more past the due date, the District may discontinue sewer service to the premises. In such case, the District may block the flow of sewage from the delinquent premises to the District's sewer main, or physically disconnect the service line from the sewer main. The cost incurred by the District for such disconnection shall be added to the amount due to the District.
- b) Sewer service shall not be restored to any premises whose service is discontinued

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except upon payment to the District of all delinquent Sewer User Service Charges, penalties as well as payment of a new connection fee and connection permit and inspection fee (as is due in the case of original connection to the District's system) at the then current rates. The cost of restoring the physical connection from the disconnected premises to the District's sewer main shall be borne solely by the User.

- c) In lieu of, or in addition to disconnecting sewer service as provided above, the District may obtain the discontinuance of water service to any Premises for which Sewer User Service Charges are unpaid (delinquent) for more than 90 days past the due date, in accordance with the provisions of 70 ILCS 3010/7.

i. Any public or municipal corporation or political subdivision of the State furnishing water service to a premises shall discontinue that service upon receiving written notice from the District that payment of the Sewer User Charges for service to the premises has become delinquent and shall not resume water service until receiving a similar notice that the delinquency has been removed. The District shall not request discontinuation of water service before sending a notice of the delinquency to the sewer User and affording the User an opportunity to be heard. The District shall reimburse the public or municipal corporation or political subdivision of the State for the reasonable cost of the discontinuance and the resumption of water service. The District may contract with any privately owned or public utility for the discontinuance of water service to a premise with respect to which the payment of Sewer User Service Charge has become delinquent. The District shall reimburse the water service provider for any lost water service revenues and the costs of discontinuing water service, and shall indemnify the water service provider for any judgment and related attorney's fees resulting from an action based on any provision of this paragraph.

ii. The User shall be liable to the District for all costs and expenses incurred in shutting off or disconnecting, as well as restoring the User's water or sewer service, which shall be paid to the District before such service(s) are restored. Fees shall be in accordance with fees established in Exhibit A, as approved by the Northern Moraine Wastewater Reclamation District.

### **SECTION 3 ACCOUNTS**

- 3.1 The District shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the Sewer O&M Fund, and at regular annual intervals shall cause to be made an audit of the books to show the receipts and disbursements of said fund by the certified public accountants for the District.
- 3.2 In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewage works including a replacement cost, to indicate that Sewer User Service Charges do in fact comply with this ordinance. In this regard, the financial information to be shown in the audit report shall include the following:

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- 3.2.1 Flow data showing total gallons of wastewater treated for the fiscal year.
- 3.2.2 Billing data to show total number of dollars billed.
- 3.2.3 Debt service for the next succeeding fiscal year.
- 3.2.4 Number of users connected to the sewage works.
- 3.2.5 Number of non-metered users.

#### **SECTION 4 NOTICE OF SEWER USERS SERVICE CHARGES**

- 4.1 A copy of this ordinance properly certified by the District Clerk, shall be filed in the Office of the Recorder of Deeds of Lake and McHenry Counties, Illinois, and shall be deemed additional public notice to all persons of the Sewer User Service Charges and fees of the District for sewer service.

#### **SECTION 5 PENALTY**

- 5.1 Any person, firm, corporation, association, agent or legal representative violating any of the terms and provisions of this ordinance except for non-payment of Sewer User Service Charges shall be subject to a penalty of not less than \$10 nor more than \$500 for each said violation. Each day the violation continues shall be construed as a separate offense.

In the event there is a failure to make any payments due and owing under the terms and conditions of this ordinance, the District shall send written notice of demand for payment and thereafter there shall be assessed penalties on all sums due and owing in the amount of ten (10%) percent per month on the unpaid balance of the current bill.

#### **SECTION 6 ACCESS TO RECORDS**

- 6.1 The Illinois Environmental Protection Agency or its authorized representative shall have access to the books, documents, papers and records of the District which are applicable to the District system of Sewer User Service Charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the Special and General Sections to the State grant.

#### **SECTION 7 EFFECTIVE DATE OF SEWER USER SERVICE CHARGES**

- 7.1 The rates, fees and charges established for sewer user service in Section 2 and Exhibits A shall be effective on the effective date(s) listed in Exhibit A of the ordinance as may be amended from time to time.

#### **SECTION 8 VALIDITY**

- 8.1 All ordinances and any parts thereof in conflict with the terms and provisions of this Ordinance are hereby repealed to the extent of such conflict.
- 8.2 If any of the provisions of this Ordinance or the application thereof to any person or circumstance is declared invalid by a Court of competent jurisdiction said partial invalidity shall not affect other provisions or applications of this Ordinance which can

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be given effect without the invalid provision and to this extent the provisions of this Ordinance are declared to be severable.

This Ordinance shall be published in pamphlet form by and under the authority of the corporate authorities of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois.

#### **SECTION 9    ORDINANCE IN FORCE**

9.1    This Ordinance shall be in full force and effect from and after ~~its passage, approval and publication in the manner provided by law May 1, 2023.~~ The ~~raterates,~~ charges, ~~and other fees set forth~~ in Exhibit A shall be applicable to the first full billing period following the effective date(s) noted in the Ordinance.

9.2    Passed and adopted by the Board of Trustees of the Northern Moraine Wastewater Reclamation District, Counties of Lake and McHenry, State of Illinois, on this ~~14<sup>th</sup>~~ day of ~~January, 2014~~, ~~2023~~ by the following vote:

Ayes: ~~5~~  
Nays: ~~0~~  
Abstain: ~~0~~

Approved this ~~14<sup>th</sup>~~ Day of ~~January 2014~~, ~~2023~~.

\_\_\_\_\_  
Kenneth A. Michaels, Jr., President  
Northern Moraine Wastewater Reclamation District

#### **ATTEST:**

\_\_\_\_\_  
~~Maria S. Carrera~~Deborah Martin, Clerk  
Northern Moraine Wastewater Reclamation District

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**EXHIBIT Ordinance No. 23-**

**Exhibit A,**

**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT,  
LAKE AND McHENRY COUNTIES, ILLINOIS**

**Effective May 1, 20202023,**

Sewer User Service Charges within the District shall be as follows:

**~~\$40.50~~**

1. **~~\$44.68~~** per month **per individual residential dwelling unit per connection.** ~~On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.70~~**~~46.91~~**.

2. **~~\$40.50~~~~44.68~~** per month **per living unit for all apartment units or multiple living units** within the corporate limits of the District. ~~On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.70~~**~~46.91~~**.

3. **~~\$81.00~~~~89.36~~** per month **for up to 20,000 gallons discharged per month for all non-metered, non-residential users.** ~~On May 1, 2021, this charge shall increase to \$83.02. On May 1, 2022, this charge shall increase to \$85.10. On May 1, 2023, this charge shall increase to \$87.23. On May 1, 2024, this charge shall increase to \$89.41~~**~~93.82~~**.

**Such users exceeding 20,000 gallons discharged per month** may be required to install a metering device to measure the volume of wastewater discharged and will result in reclassification to metered, non-residential users. Failure to install a required meter will result in a monthly rate of ~~\$242.99. On May 1, 2021, this charge shall increase to \$249.06. On May 1, 2022, this charge shall increase to \$255.29. On May 1, 2023, this charge shall increase to \$261.67~~**~~268.06~~**. On May 1, 2024, this charge shall increase to ~~\$268.21~~**~~281.46~~**.

4. **~~\$40.50~~~~44.68~~** per month for **non-metered non-residential users who can consistently demonstrate a low user usage of 10000 gallons or less per month**, as verified by the Northern Moraine Wastewater Reclamation District. ~~On May 1, 2021, this charge shall increase to \$41.51. On May 1, 2022, this charge shall increase to \$42.55. On May 1, 2023, this charge shall increase to \$43.61. On May 1, 2024, this charge shall increase to \$44.70~~**~~46.91~~**.

5. **~~\$4.05~~~~46~~** per 1,000 gallons of metered usage or a minimum bill of **~~\$40.50~~~~44.63~~** per month, whichever is greater for all **metered non-residential users.** On May 1, ~~2021~~~~2024~~, this charge shall increase to ~~\$4.15~~~~69~~ per 1,000 gallons of metered usage or a minimum bill of ~~\$41.51~~~~46.91~~ per month, whichever is greater for all metered non-residential users. On May

5. ~~\$1, 2022, this charge shall increase to \$4.25 per 1,000 gallons of metered usage or a minimum bill of \$42.55 per month, whichever is greater for all metered non-residential~~

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~~users. On May 1, 2023, this charge shall increase to \$4.36 per 1,000 gallons of metered usage or a minimum bill of \$43.61 per month, whichever is greater for all metered non-residential users. On May 1, 2024, this charge shall increase to \$4.47 per 1,000 gallons of metered usage or a minimum bill of \$44.70 per month, whichever is greater for all metered non-residential users.~~

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6. ~~\$1.39.53~~ per pound of CBOD for **discharges exceeding 200 mg/l of CBOD**. ~~On May 1, 2021, this charge shall increase to \$1.42. On May 1, 2022, this charge shall increase to \$1.46. On May 1, 2023, this charge shall increase to \$1.50. On May 1, 2024, this charge shall increase to \$1.5461.~~

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7. ~~\$1.3953~~ per pound of suspended solids for **discharges exceeding 250 mg/l of suspended solids**. ~~On May 1, 2021, this charge shall increase to \$1.42. On May 1, 2022, this charge shall increase to \$1.46. On May 1, 2023, this charge shall increase to \$1.50. On May 1, 2024, this charge shall increase to \$1.5461.~~

8. A discount of \$1.00 per billing period may be applied in cases where paperless billing and payments are used or for billing periods for which prepayment was received to the extent that no bill is issued by the District.

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~~**Fees charged for issuing notices of delinquency, processing water shut off notices, processing service suspensions and/or reinstatements due to delinquency, filing and releasing of liens and returned checks**~~

**FEES CHARGED FOR ISSUING NOTICES OF DELINQUENCY, PROCESSING WATER SHUT OFF NOTICES, PROCESSING SERVICE SUSPENSIONS AND/OR REINSTATEMENTS DUE TO DELINQUENCY, FILING AND RELEASING OF LIENS AND RETURNED CHECKS**

**Fee Schedule:**

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For Sewer Users in the Village of Island Lake:  
Issuance of Notice of Delinquency  
Issuance of Water Shut off Notice  
Village of Island Lake Red Tag Fee  
Village of Island Lake Shutoff/Turn On fee

~~\$415.00~~  
~~\$2530.00~~  
~~\$6055.00~~  
~~\$100105.00~~

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For Sewer Users in the Village of Lakemoor:  
Issuance of Notice of Delinquency  
Issuance of Water Shut off Notice  
Village of Lakemoor Shutoff/Turn On fee

~~\$415.00~~  
~~\$2530.00~~  
~~\$6055.00~~

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For Sewer Users in the Village of Port Barrington:  
Issuance of Notice of Delinquency  
Issuance of Service Suspension Notice  
Issuance of Service Suspension Second Notice  
NMWRD Sewer Service Shutoff/Restoration Fee

~~\$415.00~~  
~~\$2530.00~~  
~~\$6065.00~~  
~~\$100105.00~~

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For Sewer Users in Unincorporated Areas

Issuance of Notice of Delinquency	\$ <del>10</del> 15.00
Issuance of Service Suspension Notice	\$ <del>25</del> 30.00
Issuance of Service Suspension Second Notice	\$ <del>60</del> 65.00
Issuance of Special Notices-Process Server	\$ <del>100</del> 105.00
Service Suspension via Disconnection	District's Cost

Filing of Liens

Filing and Releasing of Liens in McHenry County	\$ <del>436</del> 141.00
Filing and Releasing of Liens in Lake County	\$ <del>150</del> 155.00
Returned Check Fee	\$ <del>20</del> 25.00

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## NORTHERN MORaine W R D

### AGENDA ITEM #10M

**Meeting Date:** March 14, 2023

**Item:** Budget Presentation Memorandum

**Staff Recommendation:** Board Information Only

**Staff Contact:** Mohammed M. Haque, District Manager

#### **Purpose:**

Included in the board packet is the Fiscal Year 2023-24 budget proposal for the Northern Moraine Wastewater Reclamation District. Included are proposals for the Sewer O&M Fund, Capital Fund, and the Alternate Revenue Bond & Interest Fund. The adopted budget will act as our guidance document for the next fiscal period and all funding proposed will achieve the intended goal and objectives. While the operating budget provides guidance for the fiscal period, the adoption of the District's annual Appropriations Ordinance sets the upper limits for spending within all funds. Careful consideration of each funding proposal has insured that projects further advance the District in meeting its major strategic plan goal of continuing to provide a sustainable utility.

In 2021 we aggregated seven existing funds into three future funds. This year's budget builds onto the simplified structure and less funds. A summary of the aggregation completed in 2021 is below:

BEFORE			AFTER		
01	General Fund				
02	Audit Fund				
03	Sewer O&M		03	O&M	
03 10	Sewer O&M Revenue		03 10	O&M Revenue	
03 50	Sewer O&M Administration		03 50	O&M Administration	
03 51	Sewer O&M Collections		03 51	O&M Collections	
03 52	Sewer O&M Treatment		03 52	O&M Treatment	
07	Capital Improvement Fund		07	Capital Fund	
08	Plant Expansion Fund				
09	Construction Fund				
12	Alternate Revenue Bond Fund		12	Alternate Bond & Interest Fund	







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### **Budget Schedule:**

We have worked diligently to provide a comprehensive budget proposal in advance of the needed date for adoption. Madalina Roscan assisted in the development of this year's budget and all staff contributed in determining our various needs for the coming year.

Beginning on March 15, 2023 the proposed budget will be placed on public display to ensure that the required thirty-day review period is provided prior to final board action at the May 9, 2023 regular board meeting. A public notice of the availability of the proposed pending public hearing has been prepared for publication. Board members are encouraged to provide input on expanding or contracting programs, spending priorities and discuss any concerns. Board members are encouraged to contact the District Manager with questions on the budget proposal.

At the May 9, 2023 Board Meeting, Trustees will have a final opportunity to recommend adjustments to the budget, following which a public hearing will be conducted on the proposed budget. Upon closure of the public hearing, the budget may be formally adopted by a majority vote of the Board. We believe that this schedule provides many opportunities for input, questions and answers while assuring that the District will begin the next fiscal period with an adopted budget. A formal Appropriations Ordinance will be presented for approval by the Board at a future meeting during the first quarter of the fiscal period, pursuant to State Statute.

### **Budget Proposal Format:**

The 2023-24 Budget proposal has been developed using data and reports generated in QuickBooks, and care has been taken to assure that all functional items are easily related to the approved budget for past fiscal periods and allows for an accurate, direct comparison to our immediate past income and expense in each fund.

In keeping with the budgeting philosophy developed in 2012-13, capital expenses previously shown as operating expenses for the sewer operation and maintenance funds have been shifted to capital expense line items to better identify those expenditures as offsets for depreciation and for proper capitalization. This year, we have further shifter large capital expenditures to the Capital Fund, to comply with the fund's intent. The format of the budget proposal is intended to be fully informative, yet concise, allowing board members to make well-informed decisions based on historical operational experiences, expected trends and well justified, goal oriented programs.

While the budget proposal document acts as a spending guide for the coming fiscal year, it does not replace the fiscal reports generated by the District from the District's accounting software, in preparing the monthly Treasurer's report. These reports are reviewed by a CPA monthly prior to approval by the Board and all District financial activities are audited annually.





## NORTHERN MORaine W R D

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### **Fiscal Outlook:**

The last fiscal year has allowed us to resume some normal operations and start on some major construction projects in Holiday Hills, Lakemoor Lift Stations and the various Plant Projects. It has been a challenging time for staff, as we also transitioned nearly an entire new operations staff and restructured. In addition, we have successfully transitioned in a new District Clerk to fill in for recently retiring Debi Martin. The last fiscal year has shown that our staff can persevere and handle many things that are presented to us. On the heels of the pandemic and several major grants our capital improvements projects have been moving along briskly. This year's budget is meant to maximize on continued grant opportunities and projects are planned with the expectation that projects over \$1 million will need to be incentivized with some grants or principal forgiveness.

Careful consideration was performed in budgeting this year to ensure that the District has a balanced budget and starts the path of building back cash reserves incrementally, while still performing the necessary capital projects needed to maintain our assets. One thing to note is that this year's budget includes our first repayment by the Village of Lakemoor for our loan to them of over \$1.2 million.

In conjunction with seeking further grants, the District should continue to promote our sound practices and market our service to improving health, safety and our water environment. One of the great challenges that remains inflation. We anticipate commodity prices to continue increasing and also anticipate that wages will need to continue increasing to retain our top talent.

The District has held our tax rate flat, after a steady decrease beginning in 2012. The District's property tax levy in 2011 was \$396,000 and the expected 2022 levy based on the budget proposal is expected to be \$90,000. Few other taxing districts are able to reduce their levy and many are being criticized for increasing levies.

The District's fiscal outlook remains relatively strong and with the continued cash management we should remain stable for the foreseeable future, meeting the critical strategic goal of operating a sustainable utility. There are significant areas where equipment has far exceeded its useful life.

### **Budget Summary:**

The proposed budget is reflective of substantial capital needs, maximizing grant opportunities with much historically needed projects, and optimistic view of future grant opportunities for capital projects. We have come out of the pandemic stronger and more agile and continue to provide the best service to our users and the public and continue to move the District forward on its goals of updating equipment and assets for the public's benefit.

Respectfully Submitted:

Mohammed M. Haque  
District Manager



# Northern Moraine Wastewater Reclamation District



Proposed Budget  
Fiscal Year 2023-2024

PROPOSED BUDGET FY 2023-24 | SUM OF ALL FUNDS

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
<b>Income</b>							
4010 · Property Tax Income	\$ 120,673.88	\$ 98,321.36	\$ 88,240.00	\$ 90,606.44	\$ 90,000.00	\$ 1,760.00	\$ -
4090 · Replacement Tax Income	\$ 1,247.62	\$ 3,902.19	\$ 2,150.00	\$ 3,142.02	\$ 2,820.00	\$ 670.00	\$ -
4300 · Sewer Permit Income	\$ 1,400.00	\$ 4,000.00	\$ 1,400.00	\$ 4,900.00	\$ 2,000.00	\$ 600.00	\$ -
4500 · Sewer Usage Income	\$ 2,667,316.60	\$ 2,771,267.31	\$ 2,839,790.00	\$ 2,899,021.37	\$ 3,043,980.00	\$ 204,190.00	\$ -
4510 · Connection Fees	\$ 108,220.00	\$ 838,497.38	\$ 337,624.00	\$ 413,007.00	\$ 382,704.00	\$ 45,080.00	\$ -
4520 · Penalty Income	\$ 108,674.61	\$ 75,872.91	\$ 59,150.00	\$ 95,420.79	\$ 90,000.00	\$ 30,850.00	\$ -
4600 · Refund Income	\$ 10,346.89	\$ 5,831.02	\$ 500.00	\$ 100.00	\$ 500.00	\$ -	\$ -
4700 · Reimbursement Income	\$ 29,866.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4730 · Interest Income	\$ 1,339.66	\$ 345.00	\$ 1,000.00	\$ 1,572.10	\$ 1,000.00	\$ -	\$ -
4900 · Miscellaneous Income	\$ 35,783.76	\$ 810.74	\$ 100.00	\$ 1,317.39	\$ 100.00	\$ -	\$ -
4910 · Hauled Waste Income	\$ 45,104.40	\$ 61,852.80	\$ 63,950.00	\$ 89,662.80	\$ 90,000.00	\$ 26,050.00	\$ -
4930 · Engin. & Legal Rev. Fees	\$ 12,500.00	\$ 26,097.56	\$ 5,000.00	\$ 5,800.00	\$ 5,000.00	\$ -	\$ -
4950 · Grants	\$ -	\$ -	\$ -	\$ 2,484.00	\$ -	\$ -	\$ -
<b>Total Ordinary Income</b>	<b>\$ 3,142,474.19</b>	<b>\$ 3,886,798.27</b>	<b>\$ 3,398,904.00</b>	<b>\$ 3,607,033.91</b>	<b>\$ 3,708,104.00</b>	<b>\$ 309,200.00</b>	<b>\$ -</b>
<b>Expense</b>							
5000 · Salaries	\$ 709,344.01	\$ 736,160.49	\$ 865,250.00	\$ 932,852.37	\$ 983,470.00	\$ 118,220.00	\$ -
5010 · Payroll Tax Expense	\$ 48,702.98	\$ 51,524.64	\$ 64,910.00	\$ 73,780.00	\$ 71,290.15	\$ 6,380.15	\$ -
5020 · Payroll Expense-Other	\$ 835.00	\$ 990.00	\$ 900.00	\$ 945.38	\$ 900.00	\$ -	\$ -
5030 · Employee Insurance	\$ 186,137.50	\$ 161,926.72	\$ 180,800.00	\$ 194,484.45	\$ 185,250.00	\$ 4,450.00	\$ -
5040 · Trainings & Seminars	\$ 4,772.75	\$ 7,611.04	\$ 10,600.00	\$ 16,964.12	\$ 20,300.00	\$ 9,700.00	\$ -
5050 · Clothing Allowance	\$ 933.94	\$ 2,790.29	\$ 2,800.00	\$ 1,877.25	\$ 2,800.00	\$ -	\$ -
5060 · IMRF Contributions	\$ 61,134.62	\$ 59,739.70	\$ 67,440.00	\$ 69,256.67	\$ 80,090.00	\$ 12,650.00	\$ -
5110 · Maintenance-Buildings	\$ 25,613.75	\$ 31,215.79	\$ 20,500.00	\$ 31,547.01	\$ 33,000.00	\$ 12,500.00	\$ -
5120 · Maintenance-Vehicles	\$ 13,300.58	\$ 7,404.50	\$ 11,000.00	\$ 5,300.34	\$ 8,000.00	\$ (3,000.00)	\$ -
5130 · Maintenance-Equipment	\$ 30,997.61	\$ 18,721.02	\$ 20,000.00	\$ 27,870.68	\$ 47,500.00	\$ 27,500.00	\$ -
5140 · Maintenance-Utility System	\$ 133,060.64	\$ 29,383.86	\$ 68,000.00	\$ 77,993.96	\$ 68,000.00	\$ -	\$ -
5150 · Maintenance Supplies	\$ 2,149.49	\$ 2,513.26	\$ 3,000.00	\$ 1,015.99	\$ 3,000.00	\$ -	\$ -
5160 · Sludge Hauling	\$ 8,675.70	\$ 36,753.92	\$ 30,000.00	\$ 52,230.47	\$ 45,000.00	\$ 15,000.00	\$ -
5210 · Operating Supplies	\$ 5,402.64	\$ 6,849.18	\$ 8,000.00	\$ 6,170.60	\$ 8,000.00	\$ -	\$ -
5220 · Motor Fuel & Lube	\$ 16,062.71	\$ 9,502.64	\$ 14,000.00	\$ 19,954.24	\$ 14,000.00	\$ -	\$ -
5230 · Vehicle Supplies	\$ 896.39	\$ 405.94	\$ 600.00	\$ 200.00	\$ 2,600.00	\$ 2,000.00	\$ -
5240 · Lab Supplies	\$ 13,046.41	\$ 15,652.34	\$ 12,000.00	\$ 23,413.88	\$ 24,000.00	\$ 12,000.00	\$ -
5245 · Misc. Equipment	\$ 1,979.51	\$ 35.97	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
5250 · Small Tools	\$ 1,179.49	\$ 110.91	\$ 1,200.00	\$ 719.11	\$ 1,200.00	\$ -	\$ -
5255 · Chemical Expense	\$ 83,185.84	\$ 115,829.27	\$ 95,000.00	\$ 75,668.15	\$ 83,000.00	\$ (12,000.00)	\$ -
5260 · Safety Equipment	\$ 13,648.00	\$ 11,285.99	\$ 10,500.00	\$ 9,063.01	\$ 15,500.00	\$ 5,000.00	\$ -
5320 · General Insurance	\$ 90,013.86	\$ 87,934.00	\$ 84,335.00	\$ 83,386.00	\$ 84,335.00	\$ -	\$ -
5330 · Telephone Expense	\$ 34,012.86	\$ 35,646.63	\$ 36,090.00	\$ 32,678.58	\$ 29,390.00	\$ (6,700.00)	\$ -
5360 · Utilities	\$ 149,085.32	\$ 167,668.13	\$ 160,500.00	\$ 145,582.42	\$ 143,000.00	\$ (17,500.00)	\$ -
5361 · Security System	\$ 11,077.14	\$ 11,142.02	\$ 11,700.00	\$ 12,523.46	\$ 11,700.00	\$ -	\$ -
5380 · Rentals	\$ -	\$ 814.00	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -
5390 · Travel Expense	\$ 165.31	\$ 4,038.66	\$ 3,000.00	\$ 4,704.17	\$ 5,000.00	\$ 2,000.00	\$ -
5410 · Software Support	\$ 26,894.92	\$ 50,240.58	\$ 49,470.00	\$ 58,045.85	\$ 30,470.00	\$ (19,000.00)	\$ -
5420 · Accounting Service	\$ 7,600.00	\$ 8,900.00	\$ 8,600.00	\$ 8,200.00	\$ 8,600.00	\$ -	\$ -
5430 · Professional Lab Testing	\$ 6,321.30	\$ 9,913.78	\$ 8,000.00	\$ 11,715.39	\$ 8,000.00	\$ -	\$ -
5435 · Julie Locate Expense	\$ 6,201.00	\$ 3,074.08	\$ 3,500.00	\$ 3,310.55	\$ 3,500.00	\$ -	\$ -
5440 · Engineering Services	\$ 4,678.75	\$ 8,870.81	\$ 6,000.00	\$ 3,466.25	\$ 6,000.00	\$ -	\$ -
5450 · Legal	\$ 73,461.95	\$ 83,824.00	\$ 61,500.00	\$ 76,611.00	\$ 70,500.00	\$ 9,000.00	\$ -
5460 · Permit Fees	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -
5480 · Other Professional Services	\$ 115,090.34	\$ 133,613.77	\$ 104,800.00	\$ 126,851.88	\$ 128,800.00	\$ 24,000.00	\$ -
5510 · Office Supplies	\$ 4,545.00	\$ 6,739.24	\$ 7,000.00	\$ 10,436.11	\$ 8,000.00	\$ 1,000.00	\$ -
5520 · Postage	\$ 26,241.57	\$ 27,814.76	\$ 25,000.00	\$ 27,803.01	\$ 25,000.00	\$ -	\$ -
5530 · Website Expense	\$ 475.76	\$ 264.00	\$ 2,000.00	\$ 398.00	\$ 2,000.00	\$ -	\$ -
5540 · Printing & Publishing	\$ 8,333.85	\$ 10,098.64	\$ 9,300.00	\$ 10,417.12	\$ 9,300.00	\$ -	\$ -
5550 · Publications & Subscriptions	\$ 99.99	\$ 107.14	\$ 200.00	\$ 468.69	\$ 200.00	\$ -	\$ -
5560 · Membership Dues	\$ 3,845.00	\$ 4,092.00	\$ 4,860.00	\$ 4,374.99	\$ 4,360.00	\$ (500.00)	\$ -
5630 · Bank Service Charges	\$ 15,154.91	\$ 13,015.38	\$ 13,800.00	\$ 15,416.53	\$ 13,800.00	\$ -	\$ -
5710 · Miscellaneous Expense	\$ 559.45	\$ 475.81	\$ 500.00	\$ 703.23	\$ 500.00	\$ -	\$ -
5810 · Refunds	\$ -	\$ 0.01	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -
6010 · Office Equipment over \$500	\$ 3,660.42	\$ 6,699.85	\$ 6,000.00	\$ 6,801.51	\$ 6,500.00	\$ 500.00	\$ -
6030 · Capitalized Treatment Upgrade	\$ 1,499,376.83	\$ 79,440.13	\$ 79,000.00	\$ 30,000.00	\$ 149,000.00	\$ 70,000.00	\$ -
6070 · Building Improvements	\$ 17,283.94	\$ -	\$ 9,000.00	\$ 3,031.00	\$ 26,000.00	\$ 17,000.00	\$ -
<b>Total Ordinary Expense</b>	<b>\$ 3,483,239.03</b>	<b>\$ 2,078,234.89</b>	<b>\$ 2,201,855.00</b>	<b>\$ 2,317,233.42</b>	<b>\$ 2,492,055.15</b>	<b>\$ 290,200.15</b>	<b>\$ -</b>
<b>Total Ordinary Income vs. Expenses</b>	<b>\$ (340,764.84)</b>	<b>\$ 1,808,563.38</b>	<b>\$ 1,197,049.00</b>	<b>\$ 1,289,800.49</b>	<b>\$ 1,216,048.85</b>	<b>\$ 18,999.85</b>	<b>\$ -</b>
<b>Other Income (Capital Fund &amp; Alt Rev Bond Fund)</b>							
4810 · Bond Proceeds & Interest	\$ 7,420.53	\$ -	\$ 11,598,572.00	\$ 4,026,970.03	\$ 8,998,572.00	\$ (2,600,000.00)	\$ -
4995 · Grants & Contributions	\$ 1,748.00	\$ 2,196.00	\$ 4,095,600.00	\$ 3,495,600.00	\$ 3,526,429.40	\$ (569,170.60)	\$ -
<b>Total Other Income (Capital Fund &amp; Alt Rev Bond Fund)</b>	<b>\$ 9,168.53</b>	<b>\$ 2,196.00</b>	<b>\$ 15,694,172.00</b>	<b>\$ 7,522,570.03</b>	<b>\$ 12,525,001.40</b>	<b>\$ (3,169,170.60)</b>	<b>\$ -</b>
<b>Other Expenses (Capital Fund &amp; Alt Rev Bond Fund)</b>							
6030 · Capitalized Treatment Upgrade	\$ 475,436.67	\$ 1,166,118.70	\$ 14,839,802.00	\$ 8,474,974.41	\$ 12,828,572.00	\$ (2,011,230.00)	\$ -
5640 · Interest Expense	\$ 75,285.40	\$ 67,573.49	\$ 67,872.00	\$ 63,933.00	\$ 59,994.00	\$ (7,878.00)	\$ -
6040 · Bond Principal Payable	\$ 380,000.00	\$ 390,000.00	\$ 390,000.00	\$ 380,000.00	\$ 400,000.00	\$ 10,000.00	\$ -
<b>Total Other Expense (Capital Fund &amp; Alt Rev Bond Fund)</b>	<b>\$ 930,722.07</b>	<b>\$ 1,623,692.19</b>	<b>\$ 15,297,674.00</b>	<b>\$ 8,918,907.41</b>	<b>\$ 13,288,566.00</b>	<b>\$ (2,009,108.00)</b>	<b>\$ -</b>
<b>Total Other Income vs. Other Expenses</b>	<b>\$ (921,553.54)</b>	<b>\$ (1,621,496.19)</b>	<b>\$ 396,498.00</b>	<b>\$ (1,396,337.38)</b>	<b>\$ (763,564.60)</b>	<b>\$ (1,160,062.60)</b>	<b>\$ -</b>
<b>TOTAL ALL INCOME</b>	<b>\$ 3,151,642.72</b>	<b>\$ 3,888,994.27</b>	<b>\$ 19,093,076.00</b>	<b>\$ 11,129,603.94</b>	<b>\$ 16,233,105.40</b>	<b>\$ (2,859,970.60)</b>	<b>\$ -</b>
<b>TOTAL ALL EXPENSES</b>	<b>\$ 4,413,961.10</b>	<b>\$ 3,701,927.08</b>	<b>\$ 17,499,529.00</b>	<b>\$ 11,236,140.83</b>	<b>\$ 15,780,621.15</b>	<b>\$ (1,718,907.85)</b>	<b>\$ -</b>
<b>TOTAL ALL INCOME VS. EXPENSES</b>	<b>\$ (1,262,318.38)</b>	<b>\$ 187,067.19</b>	<b>\$ 1,593,547.00</b>	<b>\$ (106,536.89)</b>	<b>\$ 452,484.25</b>	<b>\$ (1,141,062.75)</b>	<b>\$ -</b>



PROPOSED BUDGET FY 2023-2024 | CAPITAL FUND

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
Income							
4510 · Connection Fees	\$ 108,220.00	\$ 838,497.38	\$ 337,624.00	\$ 413,007.00	\$ 382,704.00	\$ (425,490.38)	\$ -
4810 · Bond Proceeds & Interest - Other	\$ 7,420.53	\$ -	\$ 11,598,572.00	\$ 4,026,970.03	\$ 8,998,572.00	\$ 4,026,970.03	\$ -
4995 · Grants and Contributions - Other	\$ 1,748.00	\$ 600,000.00	\$ 4,095,600.00	\$ 3,495,600.00	\$ 3,526,429.40	\$ 2,895,600.00	\$ -
TOTAL INCOME	\$ 117,388.53	\$ 1,438,497.38	\$ 16,031,796.00	\$ 7,935,577.03	\$ 12,907,705.40	\$ 6,497,079.65	\$ -
Expense							
5810 · Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6030 · Capitalized Treatment Upgrade	\$ 475,436.67	\$ 1,166,118.70	\$ 14,839,802.00	\$ 8,474,974.41	\$ 12,828,572.00	\$ 7,308,855.71	\$ -
6070 · Building Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSE	\$ 475,436.67	\$ 1,166,118.70	\$ 14,839,802.00	\$ 8,474,974.41	\$ 12,828,572.00	\$ 7,308,855.71	\$ -

# PROPOSED BUDGET FY 2023-24 | O&M FUND

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
<b>Income</b>							
4010 • Property Tax Income	\$ 120,673.88	\$ 98,321.36	\$ 88,240.00	\$ 90,606.44	\$ 90,000.00	\$ 1,760.00	\$ -
4090 • Replacement Tax Income	\$ 1,247.62	\$ 3,902.19	\$ 2,150.00	\$ 3,142.02	\$ 2,820.00	\$ 670.00	\$ -
4300 • Sewer Permit Income	\$ 1,400.00	\$ 4,000.00	\$ 1,400.00	\$ 3,200.00	\$ 2,000.00	\$ 600.00	\$ -
4500 • Sewer Usage Income	\$ 2,667,316.60	\$ 2,771,267.31	\$ 2,839,790.00	\$ 2,899,021.37	\$ 3,043,980.00	\$ 204,190.00	\$ -
4520 • Penalty Income	\$ 108,674.61	\$ 75,872.91	\$ 59,150.00	\$ 95,420.79	\$ 90,000.00	\$ 30,850.00	\$ -
4600 • Refund Income	\$ 10,346.89	\$ 5,831.02	\$ 500.00	\$ 100.00	\$ 500.00	\$ -	\$ -
4700 • Reimbursement Income	\$ 29,866.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4730 • Interest Income	\$ 1,339.66	\$ 345.00	\$ 1,000.00	\$ 1,572.10	\$ 1,000.00	\$ -	\$ -
4900 • Miscellaneous Income	\$ 35,783.76	\$ 810.74	\$ 100.00	\$ 1,317.39	\$ 100.00	\$ -	\$ -
4910 • Hauled Waste Income	\$ 45,104.40	\$ 61,852.80	\$ 63,950.00	\$ 89,662.80	\$ 90,000.00	\$ 26,050.00	\$ -
4930 • Engin. & Legal Rev. Fees	\$ 12,500.00	\$ 26,097.56	\$ 5,000.00	\$ 5,800.00	\$ 5,000.00	\$ -	\$ -
4950 • Grants	\$ -	\$ -	\$ -	\$ 2,484.00	\$ -	\$ -	\$ -
<b>Total Income</b>	<b>\$ 3,034,254.19</b>	<b>\$ 3,048,300.89</b>	<b>\$ 3,061,280.00</b>	<b>\$ 3,192,326.91</b>	<b>\$ 3,325,400.00</b>	<b>\$ 264,120.00</b>	<b>\$ -</b>
<b>Expense</b>							
5000 • Salaries	\$ 709,344.01	\$ 736,160.49	\$ 865,250.00	\$ 932,852.37	\$ 983,470.00	\$ 118,220.00	\$ -
5010 • Payroll Tax Expense	\$ 48,702.98	\$ 51,524.64	\$ 64,910.00	\$ 71,290.15	\$ 73,780.00	\$ 8,870.00	\$ -
5020 • Payroll Expense-Other	\$ 835.00	\$ 990.00	\$ 900.00	\$ 945.38	\$ 900.00	\$ -	\$ -
5030 • Employee Insurance	\$ 186,137.50	\$ 161,926.72	\$ 180,800.00	\$ 194,484.45	\$ 185,250.00	\$ 4,450.00	\$ -
5040 • Trainings & Seminars	\$ 4,772.75	\$ 7,611.04	\$ 10,600.00	\$ 16,964.12	\$ 20,300.00	\$ 9,700.00	\$ -
5050 • Clothing Allowance	\$ 933.94	\$ 2,790.29	\$ 2,800.00	\$ 1,877.25	\$ 2,800.00	\$ -	\$ -
5060 • IMRF Contributions	\$ 61,134.62	\$ 59,739.70	\$ 67,440.00	\$ 69,256.67	\$ 80,090.00	\$ 12,650.00	\$ -
5110 • Maintenance-Buildings	\$ 25,613.75	\$ 31,215.79	\$ 20,500.00	\$ 31,547.01	\$ 33,000.00	\$ 12,500.00	\$ -
5120 • Maintenance-Vehicles	\$ 13,300.58	\$ 7,404.50	\$ 11,000.00	\$ 5,300.34	\$ 8,000.00	\$ (3,000.00)	\$ -
5130 • Maintenance-Equipment	\$ 30,997.61	\$ 18,721.02	\$ 20,000.00	\$ 27,870.68	\$ 47,500.00	\$ 27,500.00	\$ -
5140 • Maintenance-Utility System	\$ 133,060.64	\$ 29,383.86	\$ 68,000.00	\$ 77,993.96	\$ 68,000.00	\$ -	\$ -
5150 • Maintenance Supplies	\$ 2,149.49	\$ 2,513.26	\$ 3,000.00	\$ 1,015.99	\$ 3,000.00	\$ -	\$ -
5160 • Sludge Hauling	\$ 8,675.70	\$ 36,753.92	\$ 30,000.00	\$ 52,230.47	\$ 45,000.00	\$ 15,000.00	\$ -
5210 • Operating Supplies	\$ 5,402.64	\$ 6,849.18	\$ 8,000.00	\$ 6,170.60	\$ 8,000.00	\$ -	\$ -
5220 • Motor Fuel & Lube	\$ 16,062.71	\$ 9,502.64	\$ 14,000.00	\$ 19,954.24	\$ 14,000.00	\$ -	\$ -
5230 • Vehicle Supplies	\$ 896.39	\$ 405.94	\$ 600.00	\$ 200.00	\$ 2,600.00	\$ 2,000.00	\$ -
5240 • Lab Supplies	\$ 13,046.41	\$ 15,652.34	\$ 12,000.00	\$ 23,413.88	\$ 24,000.00	\$ 12,000.00	\$ -
5245 • Misc. Equipment	\$ 1,979.51	\$ 35.97	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
5250 • Small Tools	\$ 1,179.49	\$ 110.91	\$ 1,200.00	\$ 719.11	\$ 1,200.00	\$ -	\$ -
5255 • Chemical Expense	\$ 83,185.84	\$ 115,829.27	\$ 95,000.00	\$ 75,668.15	\$ 83,000.00	\$ (12,000.00)	\$ -
5260 • Safety Equipment	\$ 13,648.00	\$ 11,285.99	\$ 10,500.00	\$ 9,063.01	\$ 15,500.00	\$ 5,000.00	\$ -
5320 • General Insurance	\$ 90,013.86	\$ 87,934.00	\$ 84,335.00	\$ 83,386.00	\$ 84,335.00	\$ -	\$ -
5330 • Telephone Expense	\$ 34,012.86	\$ 35,646.63	\$ 36,090.00	\$ 32,678.58	\$ 29,390.00	\$ (6,700.00)	\$ -
5360 • Utilities	\$ 149,085.32	\$ 167,068.13	\$ 160,500.00	\$ 145,582.42	\$ 143,000.00	\$ (17,500.00)	\$ -
5361 • Security System	\$ 11,077.14	\$ 11,142.02	\$ 11,700.00	\$ 12,523.46	\$ 11,700.00	\$ -	\$ -
5380 • Rentals	\$ -	\$ 814.00	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -
5390 • Travel Expense	\$ 165.31	\$ 4,038.66	\$ 3,000.00	\$ 4,704.17	\$ 3,000.00	\$ -	\$ -
5410 • Software Support	\$ 26,894.92	\$ 50,240.58	\$ 49,470.00	\$ 58,045.85	\$ 30,470.00	\$ (19,000.00)	\$ -
5420 • Accounting Service	\$ 7,600.00	\$ 8,900.00	\$ 8,600.00	\$ 8,200.00	\$ 8,600.00	\$ -	\$ -
5430 • Professional Lab Testing	\$ 6,321.30	\$ 9,913.78	\$ 8,000.00	\$ 11,715.39	\$ 8,000.00	\$ -	\$ -
5435 • Julie Locate Expense	\$ 6,201.00	\$ 3,074.08	\$ 3,500.00	\$ 3,310.55	\$ 3,500.00	\$ -	\$ -
5440 • Engineering Services	\$ 4,678.75	\$ 8,870.81	\$ 6,000.00	\$ 3,466.25	\$ 6,000.00	\$ -	\$ -
5450 • Legal	\$ 73,461.95	\$ 83,824.00	\$ 61,500.00	\$ 76,611.00	\$ 70,500.00	\$ 9,000.00	\$ -
5460 • Permit Fees	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -
5480 • Other Professional Services	\$ 115,090.34	\$ 133,613.77	\$ 104,800.00	\$ 126,851.88	\$ 128,800.00	\$ 24,000.00	\$ -
5510 • Office Supplies	\$ 4,545.00	\$ 6,739.24	\$ 7,000.00	\$ 10,436.11	\$ 8,000.00	\$ 1,000.00	\$ -
5520 • Postage	\$ 26,241.57	\$ 27,814.76	\$ 25,000.00	\$ 27,803.01	\$ 25,000.00	\$ -	\$ -
5530 • Website Expense	\$ 475.76	\$ 264.00	\$ 2,000.00	\$ 398.00	\$ 2,000.00	\$ -	\$ -
5540 • Printing & Publishing	\$ 8,333.85	\$ 10,098.64	\$ 9,300.00	\$ 10,417.12	\$ 9,300.00	\$ -	\$ -
5550 • Publications & Subscriptions	\$ 99.99	\$ 107.14	\$ 200.00	\$ 468.69	\$ 200.00	\$ -	\$ -
5560 • Membership Dues	\$ 3,845.00	\$ 4,092.00	\$ 4,860.00	\$ 4,374.99	\$ 4,860.00	\$ -	\$ -
5630 • Bank Service Charges	\$ 15,154.91	\$ 13,015.38	\$ 13,800.00	\$ 15,416.53	\$ 13,800.00	\$ -	\$ -
5710 • Miscellaneous Expense	\$ 559.45	\$ 475.81	\$ 500.00	\$ 703.23	\$ 500.00	\$ -	\$ -
5810 • Refunds	\$ -	\$ 0.01	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -
6010 • Office Equipment over \$500	\$ 3,660.42	\$ 6,699.85	\$ 6,000.00	\$ 6,801.51	\$ 6,500.00	\$ 500.00	\$ -
6030 • Capitalized Treatment Upgrade	\$ 1,499,376.83	\$ 79,440.13	\$ 79,000.00	\$ 30,000.00	\$ 149,000.00	\$ 70,000.00	\$ -
6070 • Building Improvements	\$ 17,283.94	\$ -	\$ 9,000.00	\$ 3,031.00	\$ 26,000.00	\$ 17,000.00	\$ -
<b>Total Expense</b>	<b>\$ 3,483,239.03</b>	<b>\$ 2,078,234.89</b>	<b>\$ 2,201,855.00</b>	<b>\$ 2,314,743.57</b>	<b>\$ 2,493,045.00</b>	<b>\$ 291,190.00</b>	<b>\$ -</b>
<b>Total Income vs. Expenses</b>	<b>\$ (448,984.84)</b>	<b>\$ 970,066.00</b>	<b>\$ 859,425.00</b>	<b>\$ 877,583.34</b>	<b>\$ 832,355.00</b>	<b>\$ (27,070.00)</b>	<b>\$ -</b>

**PROPOSED BUDGET FY 2023 - 2024 | O&M FUND (REVENUE)**

	Actual 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
<b>Income</b>							
4010 • Property Tax Income	\$ 120,673.88	\$ 98,321.36	\$ 88,240.00	\$ 90,606.44	\$ 90,000.00	\$ 1,760.00	\$ -
4090 • Replacement Tax Income	\$ 1,247.62	\$ 3,902.19	\$ 2,150.00	\$ 3,142.02	\$ 2,820.00	\$ 670.00	\$ -
4300 • Sewer Permit Income	\$ 1,400.00	\$ 4,000.00	\$ 1,400.00	\$ 4,900.00	\$ 2,000.00	\$ 600.00	\$ -
4500 • Sewer Usage Income	\$ 2,667,316.60	\$ 2,771,267.31	\$ 2,839,790.00	\$ 2,899,021.37	\$ 3,043,980.00	\$ 204,190.00	\$ -
4520 • Penalty Income	\$ 108,674.61	\$ 75,872.91	\$ 59,150.00	\$ 95,420.79	\$ 90,000.00	\$ 30,850.00	\$ -
4600 • Refund Income	\$ 10,346.89	\$ 5,831.02	\$ 500.00	\$ 100.00	\$ 500.00	\$ -	\$ -
4700 • Reimbursement Income	\$ 29,866.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4730 • Interest Income	\$ 1,339.66	\$ 345.00	\$ 1,000.00	\$ 1,572.10	\$ 1,000.00	\$ -	\$ -
4900 • Miscellaneous Income	\$ 35,783.76	\$ 810.74	\$ 100.00	\$ 1,317.39	\$ 100.00	\$ -	\$ -
4910 • Hauled Waste Income	\$ 45,104.40	\$ 61,852.80	\$ 63,950.00	\$ 89,662.80	\$ 90,000.00	\$ 26,050.00	\$ -
4930 • Engin. & Legal Rev. Fees	\$ 12,500.00	\$ 26,097.56	\$ 5,000.00	\$ 5,800.00	\$ 5,000.00	\$ -	\$ -
4950 • Grants	\$ -	\$ -	\$ -	\$ 2,484.00	\$ -	\$ -	\$ -
<b>TOTAL INCOME</b>	<b>\$ 3,034,254.19</b>	<b>\$ 3,048,300.89</b>	<b>\$ 3,061,280.00</b>	<b>\$ 3,194,026.91</b>	<b>\$ 3,325,400.00</b>	<b>\$ 264,120.00</b>	<b>\$ -</b>

**PROPOSED BUDGET FY 2023-2024 | O&M FUND (EXPENSE - ADMINISTRATION)**

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
Expense							
5000 · Salaries	\$ 367,993.87	\$ 418,653.64	\$ 497,690.00	\$ 551,464.69	\$ 503,140.00	\$ 5,450.00	\$ -
5010 · Payroll Tax Expense	\$ 25,651.63	\$ 28,778.27	\$ 37,330.00	\$ 44,134.05	\$ 37,740.00	\$ 410.00	\$ -
5020 · Payroll Expense-Other	\$ 835.00	\$ 990.00	\$ 900.00	\$ 945.38	\$ 900.00	\$ -	\$ -
5030 · Employee Insurance	\$ 106,191.70	\$ 88,057.95	\$ 94,110.00	\$ 107,739.65	\$ 94,110.00	\$ -	\$ -
5040 · Trainings & Seminars	\$ 2,934.62	\$ 4,431.10	\$ 7,900.00	\$ 8,404.16	\$ 8,400.00	\$ 500.00	\$ -
5060 · IMRF Contributions	\$ 30,857.89	\$ 32,607.97	\$ 37,850.00	\$ 39,539.27	\$ 39,570.00	\$ 1,720.00	\$ -
5130 · Maintenance-Buildings	\$ -	\$ -	\$ 2,500.00	\$ 185.57	\$ 2,500.00	\$ -	\$ -
5320 · General Insurance	\$ 90,013.86	\$ 87,934.00	\$ 84,335.00	\$ 83,386.00	\$ 84,335.00	\$ -	\$ -
5330 · Telephone Expense	\$ 11,385.09	\$ 10,608.34	\$ 12,290.00	\$ 13,156.02	\$ 12,290.00	\$ -	\$ -
5360 · Utilities	\$ 1,106.74	\$ 1,660.15	\$ 1,500.00	\$ 1,836.85	\$ 1,500.00	\$ -	\$ -
5361 · Security System	\$ 3,885.28	\$ 4,129.21	\$ 4,200.00	\$ 4,186.11	\$ 4,200.00	\$ -	\$ -
5380 · Rentals	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -
5390 · Travel Expense	\$ 147.39	\$ 2,012.58	\$ 1,000.00	\$ 3,918.08	\$ 3,000.00	\$ 2,000.00	\$ -
5410 · Software Support	\$ 17,917.94	\$ 27,062.97	\$ 22,970.00	\$ 48,628.13	\$ 22,970.00	\$ -	\$ -
5420 · Accounting Service	\$ 7,600.00	\$ 8,900.00	\$ 8,600.00	\$ 8,200.00	\$ 8,600.00	\$ -	\$ -
5440 · Engineering Services	\$ -	\$ 8,870.81	\$ 5,000.00	\$ 3,466.25	\$ 5,000.00	\$ -	\$ -
5450 · Legal	\$ 73,461.95	\$ 83,824.00	\$ 61,500.00	\$ 76,611.00	\$ 70,500.00	\$ 9,000.00	\$ -
5480 · Other Professional Services	\$ 68,466.73	\$ 87,338.82	\$ 81,800.00	\$ 79,798.05	\$ 123,800.00	\$ 42,000.00	\$ -
5510 · Office Supplies	\$ 4,545.00	\$ 6,739.24	\$ 7,000.00	\$ 10,436.11	\$ 8,000.00	\$ 1,000.00	\$ -
5520 · Postage	\$ 26,241.57	\$ 27,814.76	\$ 25,000.00	\$ 27,803.01	\$ 25,000.00	\$ -	\$ -
5530 · Website Expense	\$ 475.76	\$ 264.00	\$ 2,000.00	\$ 398.00	\$ 2,000.00	\$ -	\$ -
5540 · Printing & Publishing	\$ 8,333.85	\$ 10,098.64	\$ 9,300.00	\$ 10,417.12	\$ 9,300.00	\$ -	\$ -
5550 · Publications & Subscriptions	\$ 99.99	\$ 107.14	\$ 200.00	\$ 468.69	\$ 200.00	\$ -	\$ -
5560 · Membership Dues	\$ 3,635.00	\$ 3,882.00	\$ 4,360.00	\$ 3,964.99	\$ 3,860.00	\$ (500.00)	\$ -
5630 · Bank Service Charges	\$ 15,154.91	\$ 13,015.38	\$ 13,800.00	\$ 15,416.53	\$ 13,800.00	\$ -	\$ -
5710 · Miscellaneous Expense	\$ 559.45	\$ 475.81	\$ 500.00	\$ 703.23	\$ 500.00	\$ -	\$ -
5810 · Refunds	\$ -	\$ 0.01	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -
6010 · Office Equipment over \$500	\$ 3,660.42	\$ 6,699.85	\$ 6,000.00	\$ 6,801.51	\$ 6,500.00	\$ 500.00	\$ -
6070 · Building Improvements	\$ 17,283.94	\$ -	\$ 9,000.00	\$ 3,031.00	\$ 26,000.00	\$ 17,000.00	\$ -
<b>TOTAL EXPENSE</b>	<b>\$ 888,439.58</b>	<b>\$ 964,956.64</b>	<b>\$ 1,038,835.00</b>	<b>\$ 1,155,039.46</b>	<b>\$ 1,117,915.00</b>	<b>\$ 79,080.00</b>	<b>\$ -</b>



# PROPOSED BUDGET FY 2023-2024 | O&M FUND EXPENSE - COLLECTIONS

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
Expense							
5000 • Salaries	\$ 131,710.28	\$ 52,455.40	\$ 77,100.00	\$ 79,680.95	\$ 133,120.00	\$ 56,020.00	\$ -
5010 • Payroll Tax Expense	\$ 9,316.28	\$ 3,663.69	\$ 5,790.00	\$ 5,862.49	\$ 9,990.00	\$ 4,200.00	\$ -
5030 • Employee Insurance	\$ 31,929.10	\$ 13,017.96	\$ 29,020.00	\$ 15,984.20	\$ 29,020.00	\$ -	\$ -
5040 • Trainings & Seminars	\$ 215.00	\$ 40.00	\$ 700.00	\$ 3,229.00	\$ 6,700.00	\$ 6,000.00	\$ -
5050 • Clothing Allowance	\$ -	\$ 849.74	\$ 800.00	\$ 639.47	\$ 800.00	\$ -	\$ -
5060 • IMRF Contributions	\$ 11,822.01	\$ 4,496.00	\$ 6,870.00	\$ 6,311.19	\$ 11,870.00	\$ 5,000.00	\$ -
5120 • Maintenance-Vehicles	\$ 12,936.95	\$ 7,085.16	\$ 8,000.00	\$ 2,842.23	\$ 5,000.00	\$ (3,000.00)	\$ -
5130 • Maintenance-Equipment	\$ 1,215.00	\$ 7,637.52	\$ 10,000.00	\$ 11,266.83	\$ 10,000.00	\$ -	\$ -
5140 • Maintenance-Utility System	\$ 115,732.40	\$ 26,173.51	\$ 65,000.00	\$ 75,406.64	\$ 65,000.00	\$ -	\$ -
5150 • Maintenance Supplies	\$ -	\$ 21.58	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ -	\$ -
5210 • Operating Supplies	\$ 543.64	\$ 1,853.59	\$ 2,000.00	\$ 376.94	\$ 2,000.00	\$ -	\$ -
5220 • Motor Fuel & Lube	\$ 6,304.13	\$ 5,845.86	\$ 9,000.00	\$ 7,570.72	\$ 9,000.00	\$ -	\$ -
5230 • Vehicle Supplies	\$ 896.39	\$ 334.83	\$ 500.00	\$ 100.00	\$ 2,500.00	\$ 2,000.00	\$ -
5245 • Misc. Equipment	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -
5250 • Small Tools	\$ 246.97	\$ 34.98	\$ 200.00	\$ 141.38	\$ 200.00	\$ -	\$ -
5260 • Safety Equipment	\$ 80.00	\$ -	\$ 500.00	\$ 326.71	\$ 500.00	\$ -	\$ -
5330 • Telephone Expense	\$ 18,231.70	\$ 21,519.02	\$ 20,400.00	\$ 16,053.36	\$ 13,700.00	\$ (6,700.00)	\$ -
5360 • Utilities	\$ 51,145.91	\$ 52,706.18	\$ 63,000.00	\$ 67,594.74	\$ 60,000.00	\$ (3,000.00)	\$ -
5380 • Rentals	\$ -	\$ 57.50	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -
5435 • Julie Locate Expense	\$ 6,201.00	\$ 3,074.08	\$ 3,500.00	\$ 3,310.55	\$ 3,500.00	\$ -	\$ -
5480 • Other Professional Services	\$ 46,623.61	\$ 46,274.95	\$ 23,000.00	\$ 47,053.83	\$ 5,000.00	\$ (18,000.00)	\$ -
6030 • Capitalized Treatment Upgrade	\$ 162,277.27	\$ 59,495.57	\$ 71,000.00	\$ 15,000.00	\$ 76,000.00	\$ 5,000.00	\$ -
TOTAL EXPENSE	\$ 607,427.64	\$ 306,637.12	\$ 398,880.00	\$ 359,751.23	\$ 446,400.00	\$ 47,520.00	\$ -

**PROPOSED BUDGET FY 2023 - 2024 | O&M FUND (EXPENSE - TREATMENT)**

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est Actual FY 22-23	Proposed FY 23-24	Proposed + / - vs. Current	Approved FY 23-24
Expense							
5000 · Salaries	\$ 209,639.86	\$ 265,051.45	\$ 290,460.00	\$ 301,706.73	\$ 347,210.00	\$ 56,750.00	\$ -
5010 · Payroll Tax Expense	\$ 13,735.07	\$ 19,082.68	\$ 21,790.00	\$ 21,293.61	\$ 26,050.00	\$ 4,260.00	\$ -
5030 · Employee Insurance	\$ 48,016.70	\$ 60,850.81	\$ 57,670.00	\$ 70,760.60	\$ 62,120.00	\$ 4,450.00	\$ -
5040 · Trainings & Seminars	\$ 1,623.13	\$ 3,139.94	\$ 2,000.00	\$ 5,330.96	\$ 5,200.00	\$ 3,200.00	\$ -
5050 · Clothing Allowance	\$ 933.94	\$ 1,940.55	\$ 2,000.00	\$ 1,237.78	\$ 2,000.00	\$ -	\$ -
5060 · IMRF Contributions	\$ 18,454.72	\$ 22,635.73	\$ 22,720.00	\$ 23,406.20	\$ 28,650.00	\$ 5,930.00	\$ -
5110 · Maintenance-Buildings	\$ 25,613.75	\$ 31,215.79	\$ 18,000.00	\$ 31,361.44	\$ 33,000.00	\$ 15,000.00	\$ -
5120 · Maintenance-Vehicles	\$ 363.63	\$ 319.34	\$ 3,000.00	\$ 2,458.11	\$ 3,000.00	\$ -	\$ -
5130 · Maintenance-Equipment	\$ 29,782.61	\$ 11,083.50	\$ 10,000.00	\$ 16,603.85	\$ 35,000.00	\$ 25,000.00	\$ -
5140 · Maintenance-Utility System	\$ 17,328.24	\$ 3,210.35	\$ 3,000.00	\$ 2,587.32	\$ 3,000.00	\$ -	\$ -
5150 · Maintenance Supplies	\$ 2,149.49	\$ 2,491.68	\$ 1,500.00	\$ 515.99	\$ 1,500.00	\$ -	\$ -
5160 · Sludge Hauling	\$ 8,675.70	\$ 36,753.92	\$ 30,000.00	\$ 52,230.47	\$ 45,000.00	\$ 15,000.00	\$ -
5210 · Operating Supplies	\$ 4,859.00	\$ 4,995.59	\$ 6,000.00	\$ 5,793.66	\$ 6,000.00	\$ -	\$ -
5220 · Motor Fuel & Lube	\$ 9,758.58	\$ 3,656.78	\$ 5,000.00	\$ 12,383.52	\$ 5,000.00	\$ -	\$ -
5230 · Vehicle Supplies	\$ -	\$ 71.11	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ -
5240 · Lab Supplies	\$ 13,046.41	\$ 15,652.34	\$ 12,000.00	\$ 23,413.88	\$ 24,000.00	\$ 12,000.00	\$ -
5245 · Misc. Equipment	\$ 1,979.51	\$ 35.97	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ -	\$ -
5250 · Small Tools	\$ 932.52	\$ 75.93	\$ 1,000.00	\$ 577.73	\$ 1,000.00	\$ -	\$ -
5255 · Chemical Expense	\$ 83,185.84	\$ 115,829.27	\$ 95,000.00	\$ 75,668.15	\$ 83,000.00	\$ (12,000.00)	\$ -
5260 · Safety Equipment	\$ 13,568.00	\$ 11,285.99	\$ 10,000.00	\$ 8,736.30	\$ 15,000.00	\$ 5,000.00	\$ -
5330 · Telephone Expense	\$ 4,396.07	\$ 3,519.27	\$ 3,400.00	\$ 3,469.20	\$ 3,400.00	\$ -	\$ -
5360 · Utilities	\$ 96,832.67	\$ 112,701.80	\$ 96,000.00	\$ 76,150.83	\$ 81,500.00	\$ (14,500.00)	\$ -
5361 · Security System	\$ 7,191.86	\$ 7,012.81	\$ 7,500.00	\$ 8,337.35	\$ 7,500.00	\$ -	\$ -
5380 · Rentals	\$ -	\$ 756.50	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -
5390 · Travel Expense	\$ 17.92	\$ 2,026.08	\$ 2,000.00	\$ 786.09	\$ 2,000.00	\$ -	\$ -
5410 · Software Support	\$ 8,976.98	\$ 23,177.61	\$ 26,500.00	\$ 9,417.72	\$ 7,500.00	\$ (19,000.00)	\$ -
5430 · Professional Lab Testing	\$ 6,321.30	\$ 9,913.78	\$ 8,000.00	\$ 11,715.39	\$ 8,000.00	\$ -	\$ -
5440 · Engineering Services	\$ 4,678.75	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -
5460 · Permit Fees	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -
5560 · Membership Dues	\$ 210.00	\$ 210.00	\$ 500.00	\$ 410.00	\$ 500.00	\$ -	\$ -
6030 · Capitalized Treatment Upgrade	\$ 1,337,099.56	\$ 19,944.56	\$ 8,000.00	\$ 15,000.00	\$ 73,000.00	\$ 65,000.00	\$ -
<b>TOTAL EXPENSE</b>	<b>\$ 1,987,371.81</b>	<b>\$ 806,641.13</b>	<b>\$ 764,140.00</b>	<b>\$ 799,952.88</b>	<b>\$ 930,230.00</b>	<b>\$ 166,090.00</b>	<b>\$ -</b>

## BUDGET FY 2023-2024 | ALTERNATE BOND & INTEREST FUND

	Actual FY 20-21	Actual FY 21-22	Budget FY 22-23	Est. Actual FY 22-23	Proposed FY 23-24	Proposed +/- vs. Current	Approved FY 23-24
<b>Income</b>							
2620 · Revenue Bonds Payable	\$ -			\$ -	\$ -	\$ -	\$ -
<b>Total Income</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expense</b>							
5640 · Interest Expense	\$ 75,285	\$ 67,573	\$ 67,872	\$ 63,933	\$ 59,994	\$ (7,878)	\$ -
5650 · Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5710 · Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5910 · Amortization Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6040 · Bond Principal Payable	\$ 380,000	\$ 390,000	\$ 390,000	\$ 380,000	\$ 400,000	\$ 10,000	\$ -
6055 · Bond Amortization		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expense</b>	\$ 455,285	\$ 457,573	\$ 457,872	\$ 443,933	\$ 459,994	\$ 2,122	\$ -
<b>Total Income vs. Expenses</b>	<b>\$ (455,285)</b>	<b>\$ (457,573)</b>	<b>\$ (457,872)</b>	<b>\$ (443,933)</b>	<b>\$ (459,994)</b>	<b>\$ (2,122)</b>	<b>\$ -</b>



## **PUBLIC NOTICE**

**Northern Moraine Wastewater Reclamation District  
Proposed Operating Budget  
Available for Public Review**

**The proposed operating Budget of the Northern Moraine Wastewater Reclamation District for the fiscal year May 1, 2023 to April 30, 2024 will be considered for adoption at a regular meeting of the Board of Trustees on May 9, 2023 at 7:30 p.m. A public hearing will be conducted prior to adoption of the budget. A copy of the proposed Budget will be available for public inspection at the District's office or via the District's website beginning March 15, 2023 at: [www.nmwrld.org](http://www.nmwrld.org).**

**The District office is located at 113 Timber Trail, Island Lake Illinois. Office hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. All Board of Trustees meetings are open to the public.**

**Elisa Fisher  
District Clerk  
Northern Moraine Wastewater Reclamation District**



113 Timber Trail, PO Box  
240, Island Lake, IL 60042



Phone: 847-526-3300  
Fax: 847-526-3349



Email: [info@nmwrld.org](mailto:info@nmwrld.org)  
Web: [www.nmwrld.org](http://www.nmwrld.org)



**Northern Moraine Wastewater Reclamation District**  
**Unpaid Bills**  
**As of March 10, 2023**

Type	Date	Num	Due Date	Open Balance
<b>ACE HARDWARE OF LIBERTYVILLE INC</b>				
Bill	03/03/2023	111010/8	04/02/2023	67.59
Total ACE HARDWARE OF LIBERTYVILLE INC				67.59
<b>AEP ENERGY</b>				
Bill	02/20/2023	3014417917 - Februar	02/20/2023	102.30
Bill	02/20/2023	3014418053 - Februar	02/20/2023	34.96
Bill	02/20/2023	3014417962 - Februar	02/20/2023	37.68
Bill	02/20/2023	3014417984 - Februar	02/20/2023	82.14
Bill	02/20/2023	3014418020 - Februar	02/20/2023	346.09
Bill	02/20/2023	3014417995 - Februar	02/20/2023	119.05
Bill	02/20/2023	3014418031 - Februar	02/20/2023	102.08
Bill	02/20/2023	3014417951 - Februar	02/20/2023	287.01
Bill	02/20/2023	3014418064 - Februar	02/20/2023	183.23
Bill	02/20/2023	3014418075 - Februar	02/20/2023	83.15
Bill	02/20/2023	3014417849 - Februar	02/20/2023	4,647.32
Bill	02/20/2023	3014417973 - Februar	02/20/2023	56.57
Bill	02/21/2023	3014417861 - Februar	02/21/2023	62.67
Bill	02/22/2023	3014417939 - Februar	02/22/2023	59.24
Bill	02/22/2023	3014418042 - Februar	02/22/2023	213.21
Bill	02/22/2023	3014417894 - Februar	02/22/2023	40.29
Bill	02/22/2023	3014417928 - Februar	02/22/2023	124.43
Bill	02/22/2023	3014417940 - Februar	02/22/2023	123.74
Bill	02/22/2023	3014417850 - Februar	02/22/2023	63.52
Bill	02/22/2023	3014417872 - Februar	02/22/2023	86.29
Bill	02/22/2023	3014417906 - Februar	02/22/2023	245.52
Bill	02/22/2023	3014417883 - Februar	02/22/2023	61.62
Bill	02/24/2023	3014418086 - Februar	02/24/2023	124.75
Total AEP ENERGY				7,286.86
<b>AMAZON CAPITAL SERVICES</b>				
Bill	02/15/2023	13V4-X7FP-CXWM	03/17/2023	70.02
Bill	02/15/2023	1164-CPYC-9LJH	03/17/2023	31.05
Bill	02/15/2023	1CQM-D4M4-9CX9	03/17/2023	42.71
Bill	02/15/2023	13V4-X7FP-C3L6	03/17/2023	109.46
Bill	02/16/2023	1YLJ-9WFK-13X4	03/18/2023	59.46
Bill	02/20/2023	199H-MFGW-LGJG	03/22/2023	48.12
Bill	02/22/2023	1YK1-JRQN-76HY	03/24/2023	9.90
Bill	02/22/2023	11GP-3NXY-6WX3	03/24/2023	57.67
Bill	02/22/2023	1YHL-4XKH-13CM	03/24/2023	39.98
Bill	02/23/2023	13FF-RFQW-3MTJ	03/25/2023	5.98
Bill	02/24/2023	1VJW-FXGM-F11Q	03/26/2023	11.99
Bill	02/25/2023	1GFT-XDFG-L67G	03/27/2023	171.88
Bill	02/28/2023	19F9-MCXH-7YKV	03/30/2023	39.99
Bill	02/28/2023	1WC7-K7WC-3PFT	03/30/2023	13.89
Bill	03/01/2023	1XLK-VLJJ-6KY6	03/31/2023	82.45
Bill	03/02/2023	13GK-6HTY-7F9G	04/01/2023	1,389.15
Bill	03/02/2023	1THJ-T3CV-73WR	04/01/2023	722.00
Bill	03/03/2023	16JK-GC1H-6GCX	04/02/2023	60.37
Bill	03/05/2023	1CX1-VM9H-JVX6	04/04/2023	21.99
Bill	03/08/2023	16TL-FXXY-6LFV	04/07/2023	40.97
Total AMAZON CAPITAL SERVICES				3,029.03
<b>AT&amp;T</b>				
Bill	01/28/2023	815344832601	01/28/2023	1,454.61
Bill	02/28/2023	815344832602	02/28/2023	1,405.34
Total AT&T				2,859.95
<b>BITSPEED CONSULTING, INC</b>				
Bill	02/28/2023	12048	03/30/2023	508.00
Total BITSPEED CONSULTING, INC				508.00
<b>BLUECROSS BLUESHIELD OF ILLINOIS</b>				
Bill	02/20/2023	March Statement	02/20/2023	211.58

**Northern Moraine Wastewater Reclamation District**  
**Unpaid Bills**  
**As of March 10, 2023**

Type	Date	Num	Due Date	Open Balance
Total BLUECROSS BLUESHIELD OF ILLINOIS				211.58
<b>BP</b>				
Bill	03/04/2023	63941593	03/04/2023	631.78
Total BP				631.78
<b>CE SOLING &amp; ASSOCIATES, LLC</b>				
Bill	02/14/2023	1192	03/16/2023	18,000.00
Total CE SOLING & ASSOCIATES, LLC				18,000.00
<b>COM ED</b>				
Bill	02/27/2023	5798009010	04/28/2023	325.83
Total COM ED				325.83
<b>CONTINENTAL UTILITY SOLUTIONS, INC.</b>				
Bill	03/02/2023	R13830	04/01/2023	1,726.00
Total CONTINENTAL UTILITY SOLUTIONS, INC.				1,726.00
<b>DEBORAH MARTIN</b>				
Bill	03/03/2023	REIMBURSEMENT	03/03/2023	43.87
Total DEBORAH MARTIN				43.87
<b>FILIPPINI LAW FIRM, LLP</b>				
Bill	02/28/2023	22040	03/30/2023	4,113.50
Total FILIPPINI LAW FIRM, LLP				4,113.50
<b>GACRUX</b>				
Bill	03/02/2023	2729	04/01/2023	600.00
Total GACRUX				600.00
<b>GRAINGER</b>				
Credit	05/01/2022	9830202892		-228.49
Bill	09/20/2022	9450602207	09/20/2022	57.25
Total GRAINGER				-171.24
<b>GRAYBAR</b>				
Bill	03/01/2023	9331047351	03/31/2023	674.56
Total GRAYBAR				674.56
<b>GRUNDFOS WATER UTILITY INC</b>				
Bill	02/22/2023	1900318715	03/24/2023	3,053.02
Total GRUNDFOS WATER UTILITY INC				3,053.02
<b>ILLINOIS PUBLIC RISK FUND</b>				
Bill	02/13/2023	82034	02/13/2023	4,998.00
Total ILLINOIS PUBLIC RISK FUND				4,998.00
<b>INTERSTATE ALL BATTERY CENTER</b>				
Bill	02/23/2023	1903701051474	02/23/2023	43.05
Bill	03/09/2023	1903701051636	03/09/2023	55.70
Total INTERSTATE ALL BATTERY CENTER				98.75
<b>ISOLVED BENEFIT SERVICES</b>				
Bill	03/09/2023	I126762432	03/09/2023	82.69
Total ISOLVED BENEFIT SERVICES				82.69
<b>LAI, LTD</b>				
Bill	02/10/2023	23-20093	02/10/2023	1,613.86
Bill	03/01/2023	23-20094	03/01/2023	1,021.44

**Northern Moraine Wastewater Reclamation District**  
**Unpaid Bills**  
**As of March 10, 2023**

Type	Date	Num	Due Date	Open Balance
Total LAI, LTD				2,635.30
<b>LAKESIDE EQUIPMENT CORPORATION</b>				
Bill	03/06/2023	903822	03/06/2023	361.00
Total LAKESIDE EQUIPMENT CORPORATION				361.00
<b>LUBE PLUS</b>				
Bill	02/28/2023	751312	03/30/2023	83.49
Total LUBE PLUS				83.49
<b>MAC STRATEGIES GROUP, INC.</b>				
Bill	03/06/2023	4366	03/06/2023	2,000.00
Total MAC STRATEGIES GROUP, INC.				2,000.00
<b>MANUSOS GENERAL CONTRACTING INC.</b>				
Bill	02/15/2023	6583	03/17/2023	2,650.43
Total MANUSOS GENERAL CONTRACTING INC.				2,650.43
<b>NICOR GAS</b>				
Bill	02/10/2023	56-12-21-8263 9	02/10/2023	57.56
Bill	02/13/2023	46-90-35-4491 7	02/13/2023	169.93
Total NICOR GAS				227.49
<b>READY FRESH BY NESTLE</b>				
Bill	02/22/2023	03B0127320745	03/09/2023	257.92
Total READY FRESH BY NESTLE				257.92
<b>SHAW MEDIA</b>				
Bill	02/28/2023	022310002435	03/30/2023	372.30
Total SHAW MEDIA				372.30
<b>TRINE CONSTRUCTION CORP.</b>				
Bill	03/10/2023	10TH PAYMENT REQ	03/10/2023	313,652.40
Total TRINE CONSTRUCTION CORP.				313,652.40
<b>TROTTER AND ASSOCIATES, INC</b>				
Bill	02/26/2023	21342	02/26/2023	6,248.00
Bill	02/28/2023	21337	02/28/2023	10,429.50
Bill	02/28/2023	21341	02/28/2023	1,950.00
Bill	02/28/2023	21339	02/28/2023	5,034.00
Bill	02/28/2023	21338	02/28/2023	4,256.25
Bill	02/28/2023	21340	02/28/2023	1,771.25
Total TROTTER AND ASSOCIATES, INC				29,689.00
<b>USA BLUEBOOK</b>				
Bill	02/23/2023	278376	03/25/2023	617.55
Bill	02/28/2023	283003	03/30/2023	333.00
Bill	02/28/2023	283068	03/30/2023	527.34
Bill	02/28/2023	283106	03/30/2023	908.56
Total USA BLUEBOOK				2,386.45
<b>VERIZON</b>				
Bill	02/18/2023	9928005117	03/20/2023	763.33
Total VERIZON				763.33
<b>VIKING CHEMICAL COMPANY</b>				
Bill	03/03/2023	142684	04/02/2023	1,402.50
Total VIKING CHEMICAL COMPANY				1,402.50
<b>VILLAGE OF ISLAND LAKE</b>				
Bill	02/10/2023	02102023	02/25/2023	450.00

**Northern Moraine Wastewater Reclamation District**  
**Unpaid Bills**  
**As of March 10, 2023**

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Type	Date	Num	Due Date	Open Balance
Total VILLAGE OF ISLAND LAKE				450.00
<b>WASTE MANAGEMENT</b>				
Bill	03/03/2023	7141148-2013-3	04/02/2023	430.72
Total WASTE MANAGEMENT				430.72
<b>WAUCONDA CAR WASH</b>				
Bill	01/31/2023	101870	01/31/2023	36.98
Total WAUCONDA CAR WASH				36.98
<b>WEX FLEET UNIVERSAL</b>				
Bill	02/23/2023	M232628	03/25/2023	54.22
Total WEX FLEET UNIVERSAL				54.22
<b>TOTAL</b>				<b>405,593.30</b>