



AGENDA
REGULAR MEETING
7:30 P.M. – April 20, 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 – March 14, 2023
- 5. OATH OF OFFICE**
 - Having been duly reappointed, Trustee Kenneth A. Michaels, Jr. will take the Oath of Office
 - Having been duly reappointed, Trustee Caretina Tellez will take the Oath of Office
- 6. TREASURER'S REPORT**
- 7. MANAGER'S REPORT**
 - a. Operations Report
 - b. Engineering Report
 - c. Delinquent Accounts Report
- 8. TRUSTEE REPORTS**
- 9. LEGAL BUSINESS**
- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
 - a. Approve Pay Request #11 and Change Order #5 by Trine for the Holiday Hills Project
 - b. Approve an Agreement with Constellation Energy for Natural Gas
 - c. Approve an Agreement with Lincoln Avenue Capital for the Beech Street Senior Lofts
 - d. Approve Addendum to the IGA with the Village of Lakemoor for the Expansion of Sanitary Sewer Infrastructure
 - e. Approve Resolution Adjusting the Compensation for Trustees per Sanitary District Act of 1917
 - f. Approve Agreement with Bartlett Durand for Nutrient Trading Consulting
 - g. Authorization to Dispose of Records per State Statute
 - h. Connection Fee Analysis
- 12. MISCELLANEOUS CORRESPONDENCE**
- 13. APPROVAL OF BILLS**
- 14. OTHER BUSINESS**
 - a. Executive Session – Pending Litigation, Personnel, if needed

Posted to www.nmwrld.org – April 18, 2023



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



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



Email: info@nmwrld.org
Web: www.nmwrld.org



NORTHERN MORaine
W R D

PUBLIC NOTICE

MEETING DATE CHANGE

Notice is hereby given that the regular monthly meeting of the Board of Trustees of the Northern Moraine Wastewater Reclamation District, McHenry and Lake County, Illinois, scheduled at 7:30 p.m. on Tuesday, April 11, 2023, has been rescheduled to 7:30 p.m. on Thursday, April 20, 2023. The meeting will be held at the District Office located at 113 Timber Trail, Island Lake, McHenry County, Illinois.



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



Phone: 847-526-3300
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NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

113 Timber Trail, Island Lake, Illinois 60042

REGULAR MEETING MINUTES

March 14, 2023

Present in person: Trustees: Timothy Brunn, Ken Michaels, John Ragland, Caretina Tellez
District Manager: Mohammed Haque; District Clerk: Elisa Fisher; District Attorney Bob Pickrell; Scott Trotter, Trotter & Associates

Guests Present: Village of Island Lake Mayor Richard McLaughlin
Village of Island Lake Clerk Georgine Cooper
Village of Island Lake Trustee Will Ziegler
Village of Island Lake Dan Hughes
Village of Island Lake Chris Carlsen
Lincoln Avenue Capital VP Hume An
Retired Village of Island Lake Mayor Chuck Amrich
Resident of Fox River Grove Dan Hughes

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.

President Michaels asked the Board for permission to address Agenda Item 10 a. Beech Street Senior Lofts as the next item as guests were in attendance concerning this agenda item.

10A. BEECH STREET SENIOR LOFTS

Mr. Hume An, Vice President & Regional Project Partner from Lincoln Avenue Capital, went over the Beech Street Senior Lofts development. He stated that this was a 52 senior unit. He advised that they received some funding from Illinois Housing Authority for this development for seniors and that they expected to close in May and start construction shortly after. Mr. An expressed that this apartment complex was going to be 100% affordable for seniors and would have military preference. Mr. An indicated that this is quality senior housing and that there was a market survey done regarding senior citizen living. The market survey concluded that Senior occupancy rate is over 99% and there are long waiting lists for seniors. Mr. An indicated that this project will bring in about 50 construction jobs and 2 full time jobs. Mr. An reported that Beech Street Senior Lofts would open for civic activities, such as a polling place for election day.

Mr. An and Lincoln Avenue Capital were shocked at Northern Moraine's \$313,852.80 connection fee, which included the Darrell Road special connection fee and the District's standard connection fee. Mr. An stated that his company did research of neighboring wastewater facilities and found the connection fees for North Shore Water Reclamation District (\$832.00 per PE for a total of \$81,000.00) and Fox River Water Reclamation District (\$2520.00 per PE for a total of \$131,000.00); he stated that neither of these locations have a high connection fee like Northern Moraine.



Northern Moraine Wastewater Reclamation District
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Mr. An advised that Lincoln Avenue Capital did not budget for this huge amount to connect to sewer. Mr. An stated that they are also dealing with a budget crunch for construction costs and rapidly rising interest rates. He is requesting some kind of relief for this project to move forward.

President Michaels stated that he didn't know all the figures from the other wastewater facilities, but thanked Mr. An for the report. President Michaels also stated that there was a FOIA request from the mayor of Island Lake, Richard McLaughlin, regarding the District's connection fees. He stated that the Darrell Road fees have been in effect since 2020. He also stated that this is one of the biggest projects that has come into Island Lake.

President Michaels introduced Bob Pickrell, the District's Attorney from Filippini Law Firm, to go over the project as it is considered affordable housing. Mr. Pickrell clarified that the Darrell Road connection fees are assessed to developments that are directly and indirectly a tributary. Mr. Pickrell explained the District is constrained on what they can do and what is authorized under the Sanitary District act of 1917.

He further explained that the Sanitary District act of 1917 allows the District to charge connection fees or other fees based on anticipated flow or actual flow, but not based upon other considerations like the income of those producing the flow. In summary the District isn't allowed to waive or discount fees, but that there are other options that the Board can consider. For instance, the Board can finance the connection fees over a period of time. Mr. Pickrell stated that the fees could be stretched over five years and that details could come later for this. Mr. An stated that any relief would be welcome, and he recognized that it may not be statutorily possible, but paying in installments would be helpful. President Michaels suggested that the Board should consider adopting a new policy regarding connection fees of more than \$100,000 for the future. This policy would have provisions and a five-year term payment plan. The policy would also have provisions regarding default of payments and possible foreclosures.

Mrs. Georgine Cooper from the Village of Island Lake had a question regarding the ordinance. She stated that she couldn't understand the ordinance as there was already an existing building there. She wanted to know if there was any credit that was available for this project. President Michaels stated that the sewer was disconnected and that there would need to be a new connection. He also stated that the original permit fee payment of \$10.00 was to the Village of Island Lake, not the District.

The Mayor of Island Lake, Richard McLaughlin, stated that he had a couple of questions in regards to the connection fees. Mayor McLaughlin wanted to know why Woodman's connection fee was smaller than the Beech Street Senior Lofts. Mayor McLaughlin also stated that if these fees are going to be this high they will deter other potential business that want to come in to the Village of Island Lake. District Manager Haque stated that Woodman's is a commercial building and that the fees are based off the meter size. Beech Street Senior Lofts are residential, and they are based off the PE, and housing units. District Manager Haque stated that Beech Street Senior Lofts would be calculated similar to a 52-unit subdivision, but receives discounted rates because of the 1 bedroom and 2 bedroom multi-family building units. President Michaels and Mr. Pickrell stated that this is a normal calculation in the industry and it is not unique to the District. Mayor McLaughlin also stated that there was another potential business that wanted to come to the Village of Island Lake at the corner of Route 176 and Darrell and that they were deterred because of the potential cost. District Manager Haque stated that there was a prospective purchaser that wanted to put a storage unit on that corner and he was just looking for location information. The District provided him our standard language regarding sewer connections from our Ordinance, which included extending sewer to the far property line to accommodate future extensions of the main line, a standard for sewer extensions that is done by all public utilities.

District Manager Haque reiterated that the Village of Island Lake and the Village of Lakemoor's commercial entities calculations are the same. He also stated that the calculations are based off the meter size. District Manager Haque stated that Dollar General was a new business to the Village of Island Lake, and they used the same meter size basis for sewer permit fee calculations as Woodman's.



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Mayor McLaughlin reiterated that he is afraid the Village of Island Lake is going to lose businesses due to the connection fees.

President Michaels advised that the interceptor which is being funded by the Darrel connection fee isn't just being done for the Village of Lakemoor, it is also being done for the Village of Island Lake. The interceptor will free up the flow coming from Lakemoor as well as to the Village of Island Lake. President Michaels said it could either be funded by the connection fee or the District could charge all residents and the user rates would continue to rise.

Mayor McLaughlin repeated that he is afraid the Village of Island Lake is going to lose businesses due to the connection fees. He states that all the Villages around the Village of Island Lake have developed and the Village of Island Lake has stayed stagnant. President Michaels stated that they will work with any business that wants to come into the Villages. Mayor McLaughlin asked if the same fees would apply to a gas station that wants to come to the Village of Island. Trustee Brunn stated that it would depend on the water flow and the hook up. Trustee Brunn stated that the gas station would be a different calculation fee than the Beech Street Senior Lofts since it would be a commercial connection. It would be based on the water meter size per the District's ordinance.

Mrs. Georgine Cooper reiterated the new plan that President Michaels is going to initiate in the future for fees over \$100,000.00.

President Michaels motioned for the Board to instruct the District's Attorney to prepare term sheets and take necessary and desirable action to implement a policy for payment of connection fees in excess of \$100,000.00 including the Darrell Road interceptor fees over a period of time of five years with the interest rate of 4%.

2nd by Trustee Ragland

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

4 ayes 0 nays 0 absent

MOTION CARRIED

President Michaels advised the Board that they would continue with the normal agenda.

3. PUBLIC COMMENTS: None

4. PRESENTATION & APPROVAL OF MINUTES:

a. Regular Meeting February 14, 2023

Motion by Trustee Brunn to approve the Regular Meeting minutes of February 14, 2023, as presented.

2nd by Mr. Ragland

4 ayes 0 nays 0 absent

MOTION CARRIED



Northern Moraine Wastewater Reclamation District
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5. TREASURER'S REPORT:

- a. Approval of the Monthly Treasurer's Report for month ending January 31, 2023

Motion by Mr. Ragland to approve the Treasurer's Report for the month ending January 31, 2023, as presented.

2nd by Mr. Brunn

4 ayes 0 nays 0 absent

MOTION CARRIED

6. MANAGER'S REPORT: None

7. TRUSTEE REPORTS:

Mr. Ragland stated that he was contacted by the Mayor of Island Lake, Mr. Richard McLaughlin, and that the Mayor stated he was going to be attending the Board meeting. President Michaels stated that he was contacted by Senators and other politicians regarding the Beech Street Senior lofts.

8. LEGAL BUSINESS: None

9. OLD BUSINESS: President Michaels stated that Trustee appointments are coming up on May 1st, 2023. President Michaels also stated that he updated his resume and added all the new articles he has written. President Michaels asked District Manager Mohammed Haque if there was any action that needed to be taken on the Trustee appointments. District Manager Haque stated that normally the Board recommends forwarding the resumes to the Legislators.

Motion by Mr. Brunn to recommend forwarding the applications of Ken Michaels and Cari Tellez to our representative legislators.

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

10. NEW BUSINESS:

- a. Beech Street Senior Lofts
See notes above.

- b. Public Hearing: IEPA Preliminary Impacts Determination for Proposed Wastewater Project

Motion by President Michaels to conduct a Public Hearing for the IEPA Preliminary Impacts Determination for Solar Array project, UV Disinfection project and the Garage Replacement projects.

Public Hearing opened by President Michaels at 8:12pm and closed at 8:13pm.
No Public comments.



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c. Approve Pay Request #10 by Trine for the Holiday Hills Project

Motion by Mr. Ragland 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.
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

d. Payment Request #2 and Change Order #1 – Lakemoor Lift Stations Modifications (Lift Stations 1 & 6)

Motion by Trustee Tellez 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).
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

e. Approval of Phosphorus Removal Chemical Bid

Motion by Mr. Ragland 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
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



Northern Moraine Wastewater Reclamation District
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f. Approval of Lawn Maintenance Bid

Motion by President Michaels 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.

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

g. Diesel Fuel Delivered

No Board action required.

h. Approval of Chlorination and Dechlorination Chemicals Bid

Motion by Mr. Brunn 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.

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

i. Approval of Generator Maintenance Bid

Motion by Mr. Ragland 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.

2nd by Mr. Brunn

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

4 ayes 0 nays 0 absent



Northern Moraine Wastewater Reclamation District
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March 14, 2023

MOTION CARRIED

j. Agreement with Direct Energy Business for Electricity

Motion by Mrs. Tellez to approve a commodity master agreement with Direct Energy Business for the procurement of electricity for a period of 30 months at the rate of the supplier adder of \$0.015 per kWh and current hedge pricing managed by Gig Energy.

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

k. Professional Services Agreement with McGuireWoods Consulting

Motion by President Michaels to approve a Professional Services Agreement for Federal Government Relation Services with McGuireWoods Consulting.

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

l. Ordinance 23-02, User Rate Fee Ordinance

Motion by Mr. Ragland to Adopt Ordinance 23-02, an Ordinance Restating and Amending Ordinance 14-02 Establishing Sewer User Service Charges for Users of NMWRD.

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

m. Presentation on the FY 2023-24 Annual Budget Proposal with Final Action scheduled for May 9
Informational only – no Board action taken. Mr. Haque presented an overview of the budget. The proposed budget will be posted and noticed at the District office and required publications with the intent of passing it at the May 9 board meeting.



Northern Moraine Wastewater Reclamation District
Regular Meeting Minutes
March 14, 2023

11. MISCELLANEOUS CORRESPONDENCE: None

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 Mrs. Tellez

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. Michaels to adjourn the meeting at 8:37 p.m.
Unanimously approved on a voice vote

OATH OF OFFICE

STATE OF ILLINOIS)
COUNTIES OF MCHENRY)
 AND LAKE)

I, Kenneth A. Michaels, Jr.,

do solemnly swear,

that I will support the Constitution of The United States,

and the Constitution of the State of Illinois,

and that I will faithfully discharge the duties

of the Office of Trustee,

of the Northern Moraine Wastewater Reclamation District,

according to the best of my ability.

Kenneth A. Michaels, Jr.

Sworn to and subscribed before me
this 20th day of April, 2023

Notary Public

OATH OF OFFICE

STATE OF ILLINOIS)
COUNTIES OF MCHENRY)
 AND LAKE)

I, Caretina Tellez,

do solemnly swear,

that I will support the Constitution of The United States,

and the Constitution of the State of Illinois,

and that I will faithfully discharge the duties

of the Office of Trustee,

of the Northern Moraine Wastewater Reclamation District,

according to the best of my ability.

Caretina Tellez

Sworn to and subscribed before me
this 20th day of April, 2023

Notary Public

Springfield Office:
211-N Stratton Building
Springfield, IL 62706
(217) 782-1517



District Office:
28662 West Northwest Highway, Suite A
Lake Barrington, IL 60010
(224) 634-8300

MARTIN McLAUGHLIN

State Representative • 52nd District

Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Re: Trustee Reappointment for Term ending April 30, 2026

April 6, 2023

Dear Mr. Haque,

In response to your correspondence to my office regarding the appointment of a trustee to the Northern Moraine Wastewater Reclamation District Board of Trustees, I have reviewed the application and curriculum vitae of the applicant and I am confirming the appointment of

Kenneth Michaels

per the Sanitary District Act of 1917, as amended.

Feel free to contact my office if you have further questions.

Best regards,

A handwritten signature in black ink, appearing to read "M. McLaughlin".

Martin McLaughlin
State Representative

Springfield Office:
211-N Stratton Building
Springfield, IL 62706
(217) 782-1517



District Office:
28662 West Northwest Highway, Suite A
Lake Barrington, IL 60010
(224) 634-8300

MARTIN McLAUGHLIN

State Representative • 52nd District

Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Re: Trustee Reappointment for Term ending April 30, 2026

April 6, 2023

Dear Mr. Haque,

In response to your correspondence to my office regarding the appointment of a trustee to the Northern Moraine Wastewater Reclamation District Board of Trustees, I have reviewed the application and curriculum vitae of the applicant and I am confirming the appointment of

Caretina Tellez

per the Sanitary District Act of 1917, as amended.

Feel free to contact my office if you have further questions.

Best regards,

A handwritten signature in black ink, appearing to read "M. A. J. McLaughlin".

Martin McLaughlin
State Representative

ILLINOIS HOUSE OF REPRESENTATIVES

225-N Stratton Building
Springfield, Illinois 62706
217.782.1717



1072 Lake Avenue
Woodstock, Illinois 60098
815.880.5340
www.repstevenreick.com

STEVEN REICK

STATE REPRESENTATIVE • 63RD DISTRICT

April 5, 2023

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque:

Thank you for the letter of request for the appointments to the Board of Trustees for the Northern Moraine Wastewater Reclamation District. This letter is written confirmation of the appointment to the Northern Moraine Wastewater Reclamation District Board of Directors, Caretina Tellez and Kenneth A. Michaels Jr. to serve the term May 01, 2023 through April 30, 2026.

I am grateful to you for providing the recommendations for appointment and the detailed information you supplied. Please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Reick".

Steven Reick
State Representative
District 63

DISTRICT OFFICE:
74 E GRAND AVENUE SUITE 104
FOX LAKE, ILLINOIS 60020



CAPITOL OFFICE:
232 N STRATTON BUILDING
SPRINGFIELD, IL 62706

STATE REPRESENTATIVE
TOM WEBER
64TH DISTRICT

April 4, 2023

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque:

Thank you for the letter of request for the appointments to the Board of Trustees for the Northern Moraine Wastewater Reclamation District. This letter is written confirmation of the appointment to the Northern Moraine Wastewater Reclamation District Board of Directors, Caretina Tellez and Kenneth A. Michaels Jr. to serve the term May 01, 2023 through April 30, 2026.

Thank you for providing the recommendations for appointment and information needed. Please feel free to contact me with any questions.

A handwritten signature in black ink that reads "Tom Weber".

Tom Weber
State Representative, 64th District

Springfield Office:
Stratton Building, Section A, Office K
Springfield, Illinois 62706
(217) 782-8000
Email: senatorwilcox@gmail.com



District Office:
5400 W. Elm St., Suite 103
McHenry, Illinois 60050
(815) 455-6330
Fax: (815) 679-6756

CRAIG WILCOX
STATE SENATOR • 32ND DISTRICT

April 4, 2023

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque:

I am in receipt of your letter dated March 27, 2023, regarding my approval for the re-appointment to the Board of Trustees for the Northern Moraine Wastewater Reclamation District.

Please accept this letter as my written confirmation as per Section 301 of Chapter 42, Illinois Revised Statute of the re-appointment to the Northern Moraine Wastewater Reclamation District Board of Directors:

Kenneth A Michaels, Jr

Thank you for providing the resume and final recommendations for Board's resolution No. 12-01 for re-appointment to the NMWRD board.

Please feel free to contact me should you have any further questions or require clarification.

Regards,

A handwritten signature in black ink, appearing to read "C. Wilcox".

Craig Wilcox
State Senator, 32nd District

CW/jf

Springfield Office:
Stratton Building, Section A, Office K
Springfield, Illinois 62706
(217) 782-8000
Email: senatorwilcox@gmail.com



District Office:
5400 W. Elm St., Suite 103
McHenry, Illinois 60050
(815) 455-6330
Fax: (815) 679-6756

CRAIG WILCOX
STATE SENATOR • 32ND DISTRICT

April 4, 2023

Mr. Mohammed M. Haque, District Manager
Northern Moraine Wastewater Reclamation District
P.O. Box 240
Island Lake, IL 60042

Dear Mr. Haque:

I am in receipt of your letter dated March 27, 2023, regarding my approval for the re-appointment to the Board of Trustees for the Northern Moraine Wastewater Reclamation District.

Please accept this letter as my written confirmation as per Section 301 of Chapter 42, Illinois Revised Statute of the re-appointment to the Northern Moraine Wastewater Reclamation District Board of Directors:

Caretina Tellez

Thank you for providing the resume and final recommendations for Board's resolution No. 12-01 for re-appointment to the NMWRD board.

Please feel free to contact me should you have any further questions or require clarification.

Regards,

A handwritten signature in black ink, appearing to read "C. Wilcox".

Craig Wilcox
State Senator, 32nd District

CAW/jf

ILLINOIS STATE SENATE

DISTRICT OFFICE:
795 Ela Rd, Suite 208
Lake Zurich, IL 60047
(224) 662-4544



CAPITOL OFFICE:
110D State Capitol
Springfield, IL 62706
(217) 782-8010

Dan McConchie
STATE SENATOR • 26TH DISTRICT

April 18, 2023

Mr. Mohammed M. Haque, District Manager

Northern Moraine Wastewater Reclamation District

P.O. Box 240

Island Lake, IL 60042

Dear Mr. Haque:

I am in receipt of your letter dated March 27, 2023, regarding my approval for the re-appointment to the Board of Trustees for the Northern Moraine Wastewater Reclamation District.

Please accept this letter as my written confirmation as per Section 301 of Chapter 42, Illinois Revised Statute of the re-appointment to the Northern Moraine Wastewater Reclamation District Board of Directors:

Caretina Tellez & Kenneth A. Michaels Jr.

Thank you for providing the resume and final recommendations for Board's resolution No. 12-01 for re-appointment to the NMWRD board.

Please feel free to contact me should you have any further questions or require clarification.

Regards,

A handwritten signature in blue ink, appearing to read "Dan McConchie".

Senator Dan McConchie

26th District of Illinois

Northern Moraine Wastewater Reclamation District Treasurer Report

Feb 28, 23

ASSETS

Current Assets

Checking/Savings

1015 · Cash on Hand	500.00
1016 · Chase - Checking	1,160,895.20
1018 · Chase - Savings	146,201.30
1020 · Blackhawk Checking	1,092,583.06
1060 · IL Epay Funds	86,926.99
Total Checking/Savings	2,487,106.55

Kenneth A. Michaels, Jr. - President

Date

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 February 28, 2023

	May '22 - Feb 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
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	3,600.00	1,400.00	2,200.00	257.1%
4500 • Sewer Usage Income	2,416,539.13	2,839,790.00	(423,250.87)	85.1%
4510 • Connection Fees	395,643.00	337,624.00	58,019.00	117.2%
4520 • Penalty Income	80,332.69	59,150.00	21,182.69	135.8%
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	1,408.70	1,000.00	408.70	140.9%
4900 • Miscellaneous Income	1,217.39	100.00	1,117.39	1,217.4%
4910 • Hauled Waste Income	83,528.65	63,950.00	19,578.65	130.6%
4930 • Engin. & Legal Rev. Fees	9,295.40	5,000.00	4,295.40	185.9%
4950 • Grants	2,484.00			
Total Income	3,087,297.42	3,398,904.00	(311,606.58)	90.8%
Gross Profit	3,087,297.42	3,398,904.00	(311,606.58)	90.8%
Expense				
5000 • Salaries	767,326.36	865,250.00	(97,923.64)	88.7%
5010 • Payroll Tax Expense	56,718.82	64,910.00	(8,191.18)	87.4%
5020 • Payroll Expenses-other	795.38	900.00	(104.62)	88.4%
5030 • Employee Insurance	152,301.01	180,800.00	(28,498.99)	84.2%
5040 • Trainings & Seminars	17,223.09	10,600.00	6,623.09	162.5%
5050 • Clothing Allowance	1,277.25	2,800.00	(1,522.75)	45.6%
5060 • IMRF Employer Contribution Exp.	56,787.62	67,440.00	(10,652.38)	84.2%
5110 • Maintenance-Buildings	26,947.01	20,500.00	6,447.01	131.4%
5120 • Maintenance-Vehicles	2,300.34	11,000.00	(8,699.66)	20.9%
5130 • Maintenance-Equipment	26,757.09	20,000.00	6,757.09	133.8%
5140 • Maintenance-Utility System	64,737.50	68,000.00	(3,262.50)	95.2%
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	4,885.06	8,000.00	(3,114.94)	61.1%
5220 • Motor Fuel & Lube	17,508.46	14,000.00	3,508.46	125.1%
5230 • Vehicle Supplies	100.21	600.00	(499.79)	16.7%
5240 • Lab Supplies	21,774.22	12,000.00	9,774.22	181.5%
5245 • Miscellaneous Equipment	0.00	2,000.00	(2,000.00)	0.0%
5250 • Small Tools	625.78	1,200.00	(574.22)	52.1%
5255 • Chemicals Expense	60,168.15	95,000.00	(34,831.85)	63.3%
5260 • Safety Equipment	7,968.99	10,500.00	(2,531.01)	75.9%
5320 • General Insurance	88,184.00	84,335.00	3,849.00	104.6%
5330 • Telephone Expense	28,337.72	36,090.00	(7,752.28)	78.5%
5360 • Utilities	108,722.60	160,500.00	(51,777.40)	67.7%
5361 • Security System	11,088.46	11,700.00	(611.54)	94.8%
5380 • Rentals	0.00	1,100.00	(1,100.00)	0.0%
5390 • Travel Expense	4,471.29	3,000.00	1,471.29	149.0%
5410 • Software Support	54,231.29	49,470.00	4,761.29	109.6%
5420 • Accounting Service	8,100.00	8,600.00	(500.00)	94.2%
5430 • Professional Lab Testing	10,715.39	8,000.00	2,715.39	133.9%
5435 • Julie Locate Expense	3,010.55	3,500.00	(489.45)	86.0%
5440 • Engineering Services	3,466.25	6,000.00	(2,533.75)	57.8%
5450 • Legal Expenses	70,361.00	61,500.00	8,861.00	114.4%
5460 • Permit Fees	18,000.00	18,000.00	0.00	100.0%
5480 • Other Professional Services	112,245.38	104,800.00	7,445.38	107.1%
5510 • Office Supplies	10,662.63	7,000.00	3,662.63	152.3%
5520 • Postage	25,294.82	25,000.00	294.82	101.2%
5530 • Website Expense	237.98	2,000.00	(1,762.02)	11.9%
5540 • Printing & Publishing	10,053.36	9,300.00	753.36	108.1%
5550 • Publications & Subscriptions	468.68	200.00	268.68	234.3%
5560 • Membership Dues	4,304.99	4,860.00	(555.01)	88.6%
5630 • Bank Service Charges	13,116.53	13,800.00	(683.47)	95.0%
5640 • Interest Expense	29,712.52	67,872.00	(38,159.48)	43.8%
5710 • Miscellaneous Expense	603.23	500.00	103.23	120.6%
5810 • Refunds	0.00	100.00	(100.00)	0.0%
Total Expense	1,943,837.47	2,175,727.00	(231,889.53)	89.3%
Net Ordinary Income	1,143,459.95	1,223,177.00	(79,717.05)	93.5%
Other Income/Expense				
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%
Total Other Income	5,522,570.03	15,694,172.00	(10,171,601.97)	35.2%
Other Expense				
6010 • Office Equipment over \$500	5,801.51	6,000.00	(198.49)	96.7%
6030 • Capitalized Treatment Upgrade	6,601,741.82	14,918,802.00	(8,317,060.18)	44.3%
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%
Total Other Expense	6,608,574.33	15,323,802.00	(8,715,227.67)	43.1%
Net Other Income	(1,086,004.30)	370,370.00	(1,456,374.30)	(293.2)%
Net Income	57,455.65	1,593,547.00	(1,536,091.35)	3.6%

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
3/10/2023	2327 Fen View Circle	IL	Prairie Woods	Pulte Group / Veruna LLC	5734	\$ 3,670.11
3/10/2023	2210 Walnut Glen	IL	Prairie Woods	Pulte Group / Veruna LLC	5735	\$ 3,670.11
3/10/2023	2220 Walnut Glen	IL	Prairie Woods	Pulte Group / Veruna LLC	5736	\$ 3,670.11
3/13/2023	32011 Savannah Drive	LM	Savannahs	William Ryan Homes	5737	\$ 3,670.11
4/10/2023	32036 Savannah Drive	LM	Savannahs	William Ryan Homes	5738	\$ 3,670.11
4/14/2023	32005 Savannah Drive	LM	Savannahs	William Ryan Homes	5739	\$ 3,670.11
4/14/2023	32032 Savannah Drive	LM	Savannahs	William Ryan Homes	5740	\$ 3,670.11

Cumulative Total: **\$ 413,765.54**

NMWRD Escrow Account(s) Summary
rev. April 17th, 2023



Project	Village	Developer	Escrow Start	Total Funding	Draws	Balance as of Apr. 17th	Notes
Dollar General	IL	CG Buckhalter LLC	9/27/2021	\$ 3,534.75	3	\$ 1,077.00	Account Current
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
Advocate Outpatient Center	LM	Advocate Aurora Health Inc.	4/17/2023	\$ 2,500.00	0	\$ 2,500.00	Account Current

Total Funding for All Escrow Accounts to Date	\$ 58,884.03
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**Since District re-established Escrow accounts in 2019.



Northern Moraine WRD Project Grant Tracking

Rev. April 18, 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 (ARPA Funding)	McHenry County	\$2,905,080	\$2,000,000	\$7,287,500	2/8/2022	Awarded / In-Progress
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	4/15/2022	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	4/15/2022	Awarded / In-Progress
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NORTHERN MORAINÉ 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
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	Rejected
Darrell Rd Phase 1A & 1B	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$5,000,000/ \$3,000,000 min.	-	\$8,644,100	3/10/2023	Under Review
Fleet Maintenance Garage	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$2,000,000/ \$1,500,000 min.	-	\$2,507,000	3/10/2023	Under Review
Holiday Hills Ph 2	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$8,000,000/ \$2,500,000 min.	-	\$10,851,000	3/10/2023	Under Review
Garage and Personnel Building Replacement	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$2,000,000/ \$1,500,000 min.	-	\$2,881,000	3/10/2023	Under Review
Solar Renewable Energy	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$3,200,000/ \$2,500,000 min.	-	\$4,000,000	3/10/2023	Under Review
UV Disinfection	2023	via Congressionally Directed Spending Request	U.S. Senator Tammy Duckworth	\$1,000,000	-	\$1,742,500	3/10/2023	Under Review
Darrell Rd Phase 1A & 1B	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$5,000,000/ \$3,000,000 min.	-	\$8,644,100	3/13/2023	Under Review
Fleet Maintenance Garage	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,500,000 min.	-	\$2,507,000	3/13/2023	Under Review

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NORTHERN MORAIN W R D

Project	Year	Program	Agency	Grant Requested	Expected Grant Amount	Project Amount	Date Applied	Status
Holiday Hills Ph 2	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$8,000,000/ \$2,500,000 min.	-	\$10,851,000	3/13/2023	Under Review
Garage and Personnel Building Replacement	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$2,000,000/ \$1,500,000 min.	-	\$2,881,000	3/13/2023	Under Review
Solar Renewable Energy	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$3,200,000/ \$2,500,000 min.	-	\$4,000,000	3/13/2023	Under Review
UV Disinfection	2023	via Congressionally Directed Spending Request	U.S. Senator Dick Durbin	\$1,000,000	-	\$1,742,500	3/13/2023	Under Review
Darrell Rd Phase 1A & 1B	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$5,000,000	-	\$8,644,100	3/17/2023	Rejected
Holiday Hills Ph 2	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$3,500,000	\$3,500,000	\$10,851,000	3/17/2023	Recommended for Congressional Approval
Solar Renewable Energy	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$4,000,000	-	\$4,000,000	3/17/2023	Rejected
UV Disinfection	2023	via Congressionally Directed Spending Request	U.S. House Representative Bill Foster	\$1,000,000	-	\$1,742,500	3/17/2023	Rejected
Expected Grant Amount Total					\$12,445,600			



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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	40	135,153	\$9,038.05	\$5,360.10	169%
Apr-23				\$7,466.40	
Total	471	1,497,526	\$92,566.70	\$61,673.90	150%

* New Rates as 01/01/2023

	Date	Company Name	Gallons	Cost/Gal	Revenue	Time	Type
Mar-23	3/1/2023	Weidner	3000	Flat Rate	\$214.20	10:20 AM	Septic
	3/1/2023	Helmer	3700	Flat Rate	\$214.20	11:00 AM	Septic
	3/2/2023	Weidner	3300	Flat Rate	\$214.20	3:10 PM	Septic
	3/3/2023	Arrow Septic	3000	Flat Rate	\$208.25	9:30 AM	Septic
	3/6/2023	Weidner	3900	Flat Rate	\$238.00	2:20 PM	Septic
	3/6/2023	Weidner	3800	Flat Rate	\$238.00	9:50 AM	Septic
	3/6/2023	Weidner	3300	Flat Rate	\$214.20	12:45 PM	Septic
	3/7/2023	Weidner	3900	Flat Rate	\$238.00	3:20 PM	Septic
	3/7/2023	Weidner	3800	Flat Rate	\$238.00	1:40 PM	Septic
	3/7/2023	Helmer	4000	Flat Rate	\$214.20	11:00 AM	Septic
	3/8/2023	Helmer	3000	Flat Rate	\$214.20	9:30 AM	Septic
	3/8/2023	Weidner	3600	Flat Rate	\$238.00	2:50 PM	Septic
	3/8/2023	Weidner	3200	Flat Rate	\$214.20	10:00 AM	Septic
	3/9/2023	Helmer	3600	Flat Rate	\$214.20	12:20 PM	Septic
	3/9/2023	Weidner	3200	Flat Rate	\$214.20	12:10 PM	Septic
	3/9/2023	Weidner	3500	Flat Rate	\$238.00	2:45 PM	Septic
	3/10/2023	Ron's Tidy Tank	1658	Flat Rate	\$214.20	2:30 PM	Septic
	3/14/2023	Weidner	3200	Flat Rate	\$214.20	11:15 AM	Septic
	3/14/2023	Weidner	3900	Flat Rate	\$238.00	10:15 AM	Septic
	3/14/2023	Weidner	3600	Flat Rate	\$238.00	1:45 PM	Septic
	3/15/2023	Weidner	3200	Flat Rate	\$214.20	1:00 PM	Septic
	3/16/2023	Helmer	3380	Flat Rate	\$214.20	7:25 AM	Septic
	3/16/2023	Ron's Tidy Tank	2484	Flat Rate	\$214.20	10:30 AM	Septic
	3/20/2023	Weidner	3800	Flat Rate	\$238.00	3:00 PM	Septic
	3/21/2023	Ron's Tidy Tank	3250	Flat Rate	\$214.20	2:30 PM	Septic
	3/21/2023	Weidner	3200	Flat Rate	\$214.20	1:15 PM	Septic
	3/23/2023	Weidner	3800	Flat Rate	\$238.00	3:10 PM	Septic
	3/23/2023	Weidner	3300	Flat Rate	\$214.20	10:20 AM	Septic
	3/24/2023	Weidner	3500	Flat Rate	\$238.00	10:30 AM	Septic
	3/24/2023	Weidner	3400	Flat Rate	\$238.00	2:30 PM	Septic
	3/24/2023	Helmer	3130	Flat Rate	\$238.00	10:55 AM	Septic
	3/28/2023	Weidner	3200	Flat Rate	\$214.20	2:00 PM	Septic
	3/28/2023	Weidner	3000	Flat Rate	\$214.20	9:45 AM	Septic
	3/29/2023	Helmer	2830	Flat Rate	\$238.00	11:00 AM	Septic
	3/29/2023	Helmer	3360	Flat Rate	\$238.00	8:45 AM	Septic
	3/29/2023	Weidner	3500	Flat Rate	\$238.00	10:35 AM	Septic
	3/29/2023	Weidner	3800	Flat Rate	\$238.00	2:20 PM	Septic
	3/30/2023	Helmer	3361	Flat Rate	\$238.00	9:30 AM	Septic
	3/30/2023	Weidner	3700	Flat Rate	\$238.00	9:55 AM	Septic
	3/30/2023	Weidner	3800	Flat Rate	\$238.00	8:30 AM	Septic



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 Lline 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
3/10/2023	2327 Fen View Circle	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5734	\$ 7,674.00	\$ 3,670.11
3/10/2023	2210 Walnut Glen	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5735	\$ 7,674.00	\$ 3,670.11
3/10/2023	2220 Walnut Glen	IL	Prairie Woods	New Connection	Pulte Group / Veruna LLC	5736	\$ 7,674.00	\$ 3,670.11
3/13/2023	32011 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5737	\$ 7,674.00	\$ 3,670.11
4/10/2023	32036 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5738	\$ 7,674.00	\$ 3,670.11
4/14/2023	32005 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5739	\$ 7,674.00	\$ 3,670.11
4/14/2023	32032 Savannah Drive	LM	Savannahs	New Connection	William Ryan Homes	5740	\$ 7,674.00	\$ 3,670.11
							Standard Connections	Darrel Road Connections
FY 2022 - 2023 Total:							\$ 339,425.00	\$ 149,749.54
Approved Budget FY 2022 - 2023							\$ 274,064.00	\$ 64,960.00
Approved +/- vs. Current YTD							\$ 65,361.00	\$ 84,789.54



NMWRD Operations Report

Date: April 17th, 2023

Prepared by: Joe Lapastora – Director of Operations

Dewatering Updates:

Over the last few Operations Reports, various issues associated with the District's dewatering process were covered. As of today, all known issues have been rectified, including programming issues due to previous repairs/work by non-Centrisys technicians. A Centrisys technician serviced our control panel last week and remediated all programming issues and operations staff successfully held two (2) dewatering events on Thursday and Friday of last week with no issues. Since all previously noted issues have been resolved, this will be the last dewatering update provided on the Operations Report.

Control Building Electrical Upgrades:

[Project Update] – This project saw significant progress as Pieper mobilized in mid-March to begin their Control Building Electrical work after all long-lead time electrical items were finally received. Demolition work completed to-date includes the removal of the old Raptor fine screen control panel, removal of the mini power zone, removal of the influent and effluent circular flow recorders, and substantial gutting of the hallway MCC along with the blower room MCC. Various conduits and wiring associated with the aforementioned panels were also demolished over the past month. Pieper was able to mount some new equipment as all four (4) of the influent pump VFDs are now erected along with the conduit runs and junction boxes that accompany the equipment. Pieper will continue to work on as much demolition/removal/relocation items as they can through the month of April until they are ready to switch over to temporary controls/power to perform their more intensive work. The District has reiterated that we will not allow Pieper to move forward with switching to temp controls/power until we receive a plan showing exactly how that will be handled, but we have yet to see any such plans. The new motor control center arrived in early April along with the new ATS. These pieces of equipment will be mounted over the next month. More information will be provided on next month's Operations Report as the project progresses.



MCC Hallway after circular flow charts removed.



Photo of demolished, antiquated circular flow charts.



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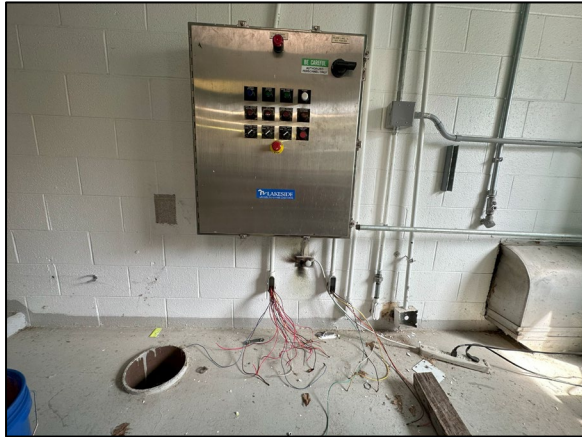
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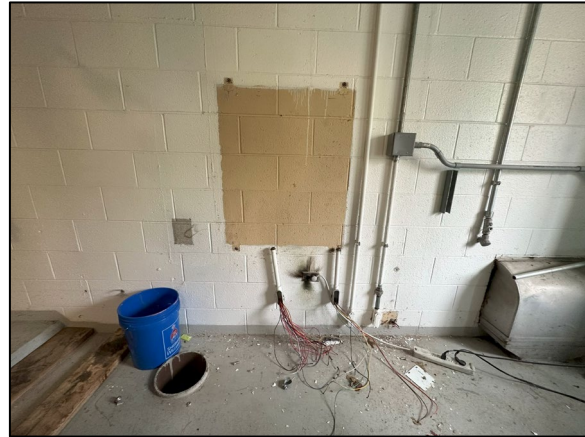
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Progress of Raptor screener panel demolition.



After removal of Raptor screener panel.



Old mini power zone removed from VFD wall.



Mounted raw pump VFDs after mini power zone removal.

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. Water tower repeater install(s) in Island Lake and Lakemoor will likely begin in April/May.





Breakroom Upgrades:

[Project Update] – District Operations staff continued demolition efforts for the treatment plant breakroom. As of today, nearly all demolition work is completed and operations staff is prepared to move on to electrical, HVAC, and plumbing work. Shortly after electrical, HVAC, and plumbing work is completed, we will move into rough framing, new floor installation, and cabinetry installation. District summer engineering interns provided useful quote comparisons associated appliances and items associated with each trade of work that is anticipated. It is expected that we will be working on this project for the next few months as we continue to make steady progress daily. Note that we are anticipating most of the work to be performed in-house with the exception of flooring, drywall, and cabinetry.



Breakroom demolition progress in early March.



Breakroom demolition progress in early April.

Safety Training:

Fehr Graham returned on April 7th to wrap up the annual safety training that began in February. The instructor spent a few hours performing in-person training for lock-out tag-out with the operations crew, at which point he transitioned to a one-on-one meeting with me to review the District's newly revised safety program. The District and all operations staff are now current with typical training that is required for wastewater operators. Note that moving forward, training for most of the aforementioned topics are required on an annual basis and the District will ensure there is no lapse in training coverage. This shall mark the last safety training update for the Operations Report.

NPDES Permit Renewal:

District staff successfully submitted the District's NPDES permit renewal application on March 17th, prior to the April 3rd deadline. The District's Class 1 on file, Cliff White, was tasked with populating our NPDES permit renewal application beginning in February. The application was reviewed by myself and District Manager, Mohammed Haque, prior to sending out via certified mail. We are now waiting for the formal response from the IEPA, at which point we will be able to review and make objections, if any.





District Staff Accolades:

Through the month of March, a few of our staff members hit various milestones that are certainly worth acknowledging. In early March, District Operator, Emily Lecuyer, sat for her Class 4 Wastewater Operator license and successfully passed her exam! District Operator, Zach Jordan, obtained his CDL in early April after wrapping up the Badger CDL course. We now have four of our five operators who currently possess their CDL and we will look to get the last operator his CDL asap as he will attend the Badger CDL course starting at the end of April. Lastly, District Manager, Mohammed Haque, sat for his Class 1 Wastewater Operator license in mid-March and successfully passed his exam. These achievements should not go unnoticed as they provide a direct benefit to the staff, and in turn, the facility.

Plant Probes and Instrumentation:

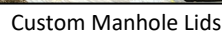
The District recently purchased various items associated with upgrading all probes and instrumentation that are located at the Oxidation Ditch and the Digesters. Items include probes, instrumentation, piping, electrical cable, etc. Note that all probes and instrumentation are manufactured by Insite. During a quote comparison this product came in slightly cheaper than the alternatives and after chatting with a handful of facilities who use Insite probes, we heard rave reviews of their products. In mid-March, District operations staff installed the wireless transmitter that will communicate with all probes/instrumentation once they are installed. The display was mounted in the Oxidation Ditch SCADA panel. Moving forward, District operations staff will begin removing existing probes and replacing them with our new Insite probes to get them to communicate with the transmitter. We expect all instrumentation to be in place by the end of May.



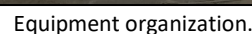
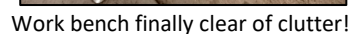
Insite instrumentation transmitter installed at Oxidation Ditch SCADA panel.

Custom Manholes:

The District received our custom manhole order from EJ Co. in mid-March. A minimum quantity of 100 manholes were ordered and a small quantity will be used for Holiday Hills Phase 1. The remaining manholes will be used for future phase(s) of Holiday Hills. We also intend to swap out some lids in the collection system. Of note, these manhole lids include a rubber gasket on the inside of the lid to prevent stormwater inflow into our system so we can target manholes that are prone to I/I.



District operations staff spent a good amount of time through the winter months disposing of old garbage and scrap found throughout the treatment facility. Through the winter, we have filled three 20 yd dumpsters with garbage and have also taken 15+ scrap loads to Crystal Lake to reclaim some metal scrap salvage \$\$ for each drop off. One item I would like to highlight is the overhaul of the third bay of the dewatering building. Historically, this bay used to house tools, supplies, equipment, spare parts, etc., however, this bay ultimately turned into a storage room where operations staff found it challenging to locate various items when we needed them. Our crew has done a great job at not only cleaning up this bay, but also organizing the tools, supplies, equipment, spare parts, etc., so that we can easily locate items on quick turnaround. Similarly, a huge clean-up effort occurred in early April as we finally had all the demolition debris from the WWTP Access Improvements project cleared from our drying bed. Our operations staff has been well receptive to the cultural change in keeping our grounds and buildings clean, and we will continue to make small improvements throughout the year.





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Demolition debris removal after first day.



Drying bed after all demolition debris was removed.

COVID Surveillance Data:

On the next page you can find the most recent data for surveillance sampling and testing for SARS-COV-2 and Influenza A & B tracking. 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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NORTHERN MORAINE W R D

NORTHERN MORAINE WW RECLAMATION DIST WWTP Wastewater Report, March 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.

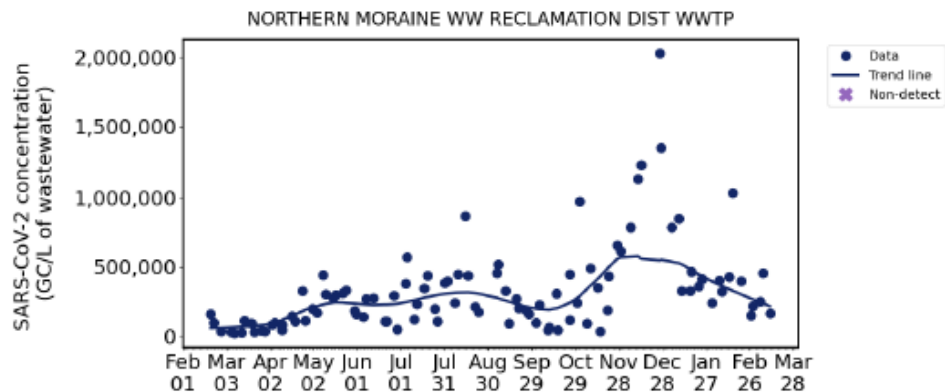


Figure 1. Time series plot of SARS-CoV-2 viral concentrations in gene copies per liter (GC/L) of wastewater.

SARS-CoV-2 SAMPLING RESULTS - LAST 8 SAMPLES

Date	SARS-CoV-2 (GC/L)		
2023-03-13	164,400	2023-02-21	399,825
2023-03-08	456,675	2023-02-15	1,034,250
2023-03-06	251,475	2023-02-13	426,225
2023-03-01	215,475		
2023-02-28	149,325		





NORTHERN MORAIN W R D

SARS-CoV-2 LINEAGES IN WASTEWATER

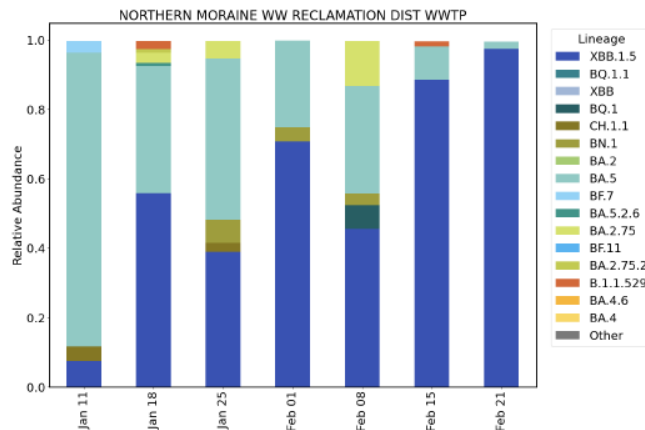


Figure 2. Stacked barplot showing the relative abundances of SARS-CoV-2 lineages in wastewater samples. All lineages in the legend, excluding "Other," are associated with Omicron. The most recently available two months worth of data are shown.

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.

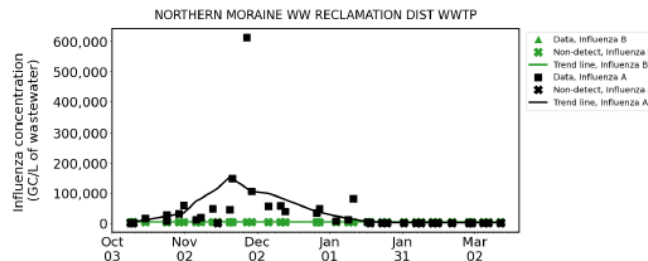


Figure 3. Time series plot of Influenza A & B viral concentrations in gene copies per liter (GC/L) of wastewater.

INFLUENZA A & B SAMPLING RESULTS - LAST 8 SAMPLES

Date	Influenza A (GC/L)	Influenza B (GC/L)
2023-03-13	Non-detect	Non-detect
2023-03-08	Non-detect	Non-detect
2023-03-06	Non-detect	Non-detect
2023-03-01	Non-detect	Non-detect
2023-02-28	Non-detect	Non-detect
2023-02-21	Non-detect	Non-detect
2023-02-15	Non-detect	Non-detect
2023-02-13	Non-detect	Non-detect

Guide to Interpreting Data on SARS-CoV-2 & Influenza Gene Copies in Wastewater Samples

What do the results mean?

There are several factors to consider when interpreting viral data in wastewater. The rate, magnitude, and duration of shedding varies from one person to another, thus how or even whether it is possible to translate viral levels in wastewater into precise community health metrics is an open scientific question. It is only appropriate to monitor and observe the trends of viral gene copies detected in a community over time. The data presented in tables, graphs,





NMWRD Engineering Report

Date: April 17th, 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 March 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, force main, and 41 manhole structures have been installed for the entire Project. Additional work performed during the month of March included Manhole Vacuum testing, Mandrel Deflection testing, and in April began Sanitary Sewer Air Testing. Manhole Vacuum testing is approximately 50% completed, since several manholes did not have a frame yet installed at the time of testing. Since the time of testing, all the remaining frames have been installed and the manholes are ready to be tested in the future. The Mandrel Deflection testing for the underground sewer is complete and all have passed. Lastly, the Sanitary Sewer Air testing is approximately 98% complete. The remaining Manhole Vacuum and Sanitary Sewer Air testing are expected to be performed throughout the next few weeks.

[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.



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



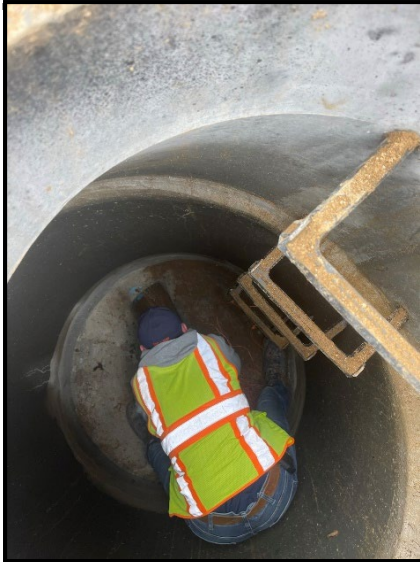
Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORaine W R D



Mandrel Deflection Testing



Installation of Manhole Frame



Sanitary Sewer Air Testing

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 new diesel tank slab was poured in late November and the tank has been successfully moved to its new location. Liquidated damages have been imposed to Pieper Electric Inc. per the contract terms at \$500 per day as of February 21st until final completion is reached. Significant construction efforts have picked



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up in March with the removal of various equipment such as emergency lighting, a mini Power-Zone unit, and disconnection of the fine screen panel. Additionally, all VFDs for this project have been received and now awaiting installation. Other work to be done within the next few weeks includes the removal of the day tank and the relocation of existing panels. Further details about this project can be found in the Operations Report.

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 23rd. 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. No significant efforts were made throughout the month of March. The District 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. In the month of March, the lab/operational staff have established a routine of PDOP testing once a week. The goal for the next few months is to average below the 0.5 mg/L Total P limit in two-week periods for our existing treatment process in the ditch. This PDOP testing routine will be especially crucial in the summer months as well as winter months where we experience weather at both extremes.





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 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. A baseline is expected to be established within the next few months. See the next section for more details.

Rainbow Cone at Buona Beef Site (Lakemoor):

[Project Update] – Rainbow Cone held its grand opening on Monday, May 16th 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. They will continue the reviewing process as they receive feedback from Manhard Consulting.





Advocate Outpatient Center (Lakemoor):

[Project Update] – The District received preliminary plans for a proposed development of an Advocate Outpatient Center to be located in Lakemoor. 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-March. They will continue the reviewing process as they receive feedback from Eriksson Engineering Associates, LTD.

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

- The District's Junior Engineer, Jasmin Bait, began to pick up tasks from our interns, Raul Galvan and Gustavo Hernandez, as their internships wrapped up in late March and early April. The most notable tasks offloaded onto Jasmin are those relating to Holiday Hills. Because of her increasing involvement in Holiday Hills as well as other tasks, she will no longer be performing lab testing on a regular, weekly basis. Instead, she will now only cover lab testing on an as-needed basis for urgent instances.
- The District has advertised the positions of two (2) Engineering Interns to be hired for this upcoming summer. Interviews will be scheduled throughout the month of April and the internships are anticipated to begin in May.
- Jasmin officially completed her Process Control course in mid-March. The knowledge she gained from this course will be beneficial long-term once the District implements a SCADA system to the treatment plant. Her last course on the topic of Project Management is currently 34% complete. She aims to complete the course by the end of April as she will be able to apply that knowledge to upcoming projects in the summer.





Engineering Intern Updates:

[Raul Galvan]

Throughout Raul's last month, he continued to focus on the break room renovation, arranging many site visits and gathering quotes from the necessary contractors. He also helped with the demolition of the interior which he really enjoyed. Having collected multiple quotes for each component of the renovation, he is leaving District management in a great position to simply make their final choices and begin construction at their convenience. Raul also finalized a quote comparison for the repair of the Admin building roof and spent some time digging into the Illinois Fire Code to review regulations around the onsite aboveground diesel tank. A couple one-off projects Raul completed included creating a brand-new informational pamphlet for the District, of which 100 copies were printed out in time for the Grayslake High School Plant Tour. He also learned Google Sketchup to draft an accurate model of a custom blueprint holder cabinet the District wants built for the board room. This was very helpful when seeking quotes from woodworkers since it is a unique product. After reviewing all open tasks that are currently under Raul's responsibility, he is leaving us with a thorough document communicating all the information needed to smoothly transition those tasks to Joe and Jasmin.

[Gustavo Hernandez]

Throughout Gustavo's last month, he continued to focus on the Holiday Hills Sewer Extension Project. He was present during Manhole Vacuum testing and Mandrel Deflection testing. He was also present during the final installation of the manholes' frames, and during all the cleaning and collection works that were carried out in Holiday Hills. At the same time, he has also been passing all his knowledge and information to the Junior Engineer, Jasmin Bait, who from this month on will take charge of the activities in Holiday Hills. Gustavo has also been collaborating with Raul in the search for budgets and quotes for the renovation of the break room. In addition, Gustavo's final task at the District was to review all televising videos to verify the number of connections that are connected on the underground sewer services and to also confirm that there are no leaks or cracks in the pipes.



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DELINQUENT ACCOUNTS RECAP FOR March 2023

Revised: 4/03/23 by Elisa Fisher, District Clerk

\$150-\$300

100 Active Accounts

Island Lake – **54** customers
54 Notices of Delinquency
Lakemoor – **30** customers
1 Lien - 29 Notices of Delinquency, 1 Sewer Disconnection Notice
Port Barrington – **16** customers
3 liens - 13 Notices of Delinquency, 2 Sewer Disconnection Notices, 1 making payments

\$301-500

47 Active Accounts

Island Lake – **26** customers
26 Liens – 23 Water Shut Off Notices, 2 Final Notices of Delinquency, 1 with water off
Lakemoor – **12** customers
12 Liens – 4 Water Shut Off Notices, 3 Sewer Disconnection Notices, 4 Final Notices of Delinquency, 2 making payments
Port Barrington – **9** customers
9 Liens -- 4 Sewer Disconnection Notices, 4 Final Notices of Delinquency, 1 making payments

\$501-\$1000

8 Active Accounts

Island Lake – **4** customers
4 Liens --3 with water off, 1 making payments
Lakemoor – **2** customers
2 Liens – 1 Sewer Disconnection Notice, 1 making payments
Port Barrington – **2** customers
2 Liens - 2 Sewer Disconnection Notices

\$1001 and up

5 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

Delinquent Accounts total (active and inactive customers): \$43,917.20 (\$10,096.34 inactive accts)

March 2022's report: \$47,392.67

March 2022's report: \$39,873.27

MONTHLY ACTIVITY:

4822 Monthly Bills mailed 4/01/23 (for March service)
447 Bills not mailed – customers prepaid on their accounts
27 Water Shut Off Notices to be mailed 4/10/23
13 Sewer Disconnection Notices to be mailed 4/10/23

96 Notices of Delinquency to be mailed 4/10/23
10 Final Notice of Delinquency to be mailed 4/10/23
10 Real Estate closings for March 2023
35 Liens filed in March
38 Liens released in March



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NORTHERN MORAIN W R D

AGENDA ITEM #11A

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Payment Request #11 and Change Order #5 – Holiday Hills /La Villa Vaupell Sewer Extension Project – Phase 1
<u>Staff Recommendation:</u>	Motion to approve Pay Request #11 in the amount of \$506,438.30 to Trine Construction and approve Change Order #5 for a credit of \$14,000.00 for the Holiday Hills / Le Villa Vaupell Sewer Extension – Phase 1 Project.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pay application #11 primarily covers lift station work, such as building structure, as well as the sanitary sewer along Alternate D. Retainage has been reduced to the amount of \$200,000.00 and has been withheld from the payment request. The payable amount, less retention, and past payments, is \$506,438.30. The payment has been reviewed and approved by Trotter and Associates.

The project is nearing completion with only a very small amount of sewer testing and work at the lift station site left to be done. Restoration remains in several parts of the project and is expected to be completed as soon as weather permits and asphalt plants open back up.

There has been an additional change that requires a fifth change order for the Holiday Hills project. The item is as follows:

CMR #15 Changes to the depth of the last few sanitary sewer sections on Hickory Drive to get the sewer out of extreme water. Work also includes some miscellaneous items for the project, including manhole lid credit, additional stone at lift station site, etc.

The above change results in a net credit of \$14,000.00. The revised contract is as outlined below:

Original Contract Price	\$7,825,286.94
Change Order #1-4	\$ 124,142.84

Current Contract Price	\$7,949,429.78
Change Order #5	(\$ 14,000.00)

Revised Contract Price	\$7,935,429.78





NORTHERN MORaine **W R D**

AGENDA ITEM #11A

The above change order is reasonable and saved a lot of time and effort (and dewatering) on Hickory Drive. This change order also balanced out a few pending items that we had to reconcile with Trine. It is anticipated that an additional credit is forthcoming for the balance of the ComEd allowance.

Recommendation:

It is the recommendation of the District Manager to Approve Payment Request #11 in the amount of \$506,438.30 subject to receipt of all waivers, certified payrolls and formal approval by Trotter & Associates and to also Approve Change Order #5 for a credit of \$14,000.00 for the Holiday Hills /Le Villa Vaupell Sewer Extension – Phase 1 Project.

Votes Required to Pass:

Simple Majority, via a roll call vote



CHANGE ORDER NO. 5

Date: April 18, 2023

Date of Agreement: May 11, 2022

Project: Northern Moraine WRD
Holiday Hills / Le Villa Vaupell Sewer

Job Number: NMW082

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

Contractor: Trine Construction Corporation
1041 Trine Court
St. Charles, IL 60174

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #15.

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

Original Contract Price	\$7,825,286.94
Amount of Previous Change Order(s)	\$124,142.84
Current Contract Price adjusted by Previous Change Order(s)	\$7,949,429.78
Change in Contract Price Due to this Change Order	-\$14,000.00
Contract Price Including this Change Order	\$7,935,429.78

Original Contract Time	390	Calendar Days
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	390	Calendar Days
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Time Including this Change Order	390	Calendar Days

Approvals:

TRINE CONSTRUCTION CORP.

TROTTER AND ASSOCIATES, INC.

NORTHERN MORaine
WASTEWATER RECLAMATION
DISTRICT

Matt Sturm
Project Manager

Dan Gillespie
Construction Engineering
Manager

Mohammed Haque, PE
District Manager

4/18/2023

Trotter and Associates, Inc.
NMW082

Cc: Northern Moraine Wastewater Reclamation District
File (NMW082-7.21)

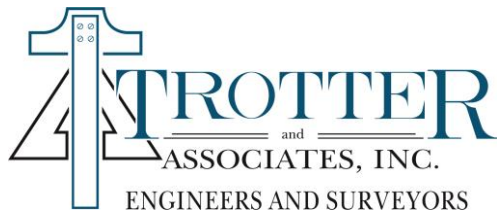


**NMWRD - Holiday Hills / Le Villa Vaupell Sewer
Summary of Change Order #5**

CMR No.	Description	Amount	Days
15	Hickory Sewer Adjustment	\$ (14,000.00)	0
		\$ -	
	TOTAL FOR CHANGE ORDER #1	\$ (14,000.00)	0

Original Contract Price	\$ 7,825,286.94
Previous Change Orders	\$124,142.84
Current Contract Price adjust by Previous Change Orders	\$ 7,949,429.78
Contract Price due to this Change Order will be adjusted by	\$ (14,000.00)
Contract Price including this Change Order	\$ 7,935,429.78

	Substantial Completion Milestone1	Substantial Completion Milestone1	Final Completion
Original Completion Dates	December 14, 2022	May 13, 2023	June 12, 2023
Previous Contract Time Adjustment	0	0	0
Current Completion Dates adjusted by Previous Change Orders	December 14, 2022	May 13, 2023	June 12, 2023
Contract Time due to this Change Order to be Adjusted by	0	0	0
Completion Dates including this Change Order	December 14, 2022	May 13, 2023	June 12, 2023



Transmittal Sheet

To:	Mohammed Haque	From:	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

Date:	April 12, 2023	Project:	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 #11, Pay Request #11, Certified Payroll, and the Waivers for pay app #10 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. 11
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: April 3, 2023
PERIOD ENDING: April 3, 2023

APPLICATION AMOUNT: \$506,438.30

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: April 12, 2023

BY:



Daniel Gillespie
Construction Engineering Manager

STATEMENT OF WORK

Original Contract Price	\$7,825,286.94
Net Change Orders	\$110,142.84
Current Contract Price	\$7,935,429.78
Work to Date	\$6,898,068.13
Work to be Done	\$1,037,361.65
Amount Retained (5%)	\$200,000.00
Subtotal	\$6,698,068.13
Stored Materials Payment This Period	\$0.00
Subtotal Including Stored Materials This Period	\$6,698,068.13
Previous Payments	\$6,191,629.83
Amount Due This Payment	\$506,438.30

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

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

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

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

APPLICATION NO: 11

Distribution to:

☒ OWNER☐ ARCHITECT☐ CONTRACTOR

PERIOD TO: April 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.

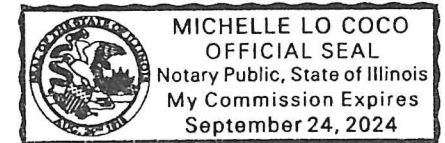
By: CAROL GREGORICH, ASSISTANT SECRETARY

Date: APRIL 10, 2023

State of ILLINOIS

County of: KANE

Subscribed and sworn to before me this 10TH day of APRIL 2023
Notary Public: Michelle Lo Coco
My Commission expires: September 24, 2024



1. ORIGINAL CONTRACT SUM	\$7,825,286.94
2. Net change by Change Order	\$110,142.84
3. CONTRACT SUM TO DATE (.....)	\$7,935,429.78
4. SUB-TOTAL-TOTAL BID	\$5,403,733.04
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	\$443,415.15
TOTAL COMPLETED & STORED TO DATE	\$6,898,068.13
(Less Stored Materials)	
STORED MATERIALS	\$0.00
TOTAL COMPLETED & STORED TO DATE	\$6,898,068.13
5. RETAINAGE:	
a. ____ % of Completed Work.	\$200,000.00
b. 0 % of Stored Material.	\$0.00
Total Retainage (Lines 5a + 5b or	\$200,000.00
6. TOTAL EARNED LESS RETA.	\$6,698,068.13
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from pr	\$6,191,629.83
8. CURRENT PAYMENT DUE	\$506,438.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,237,361.65
(Line 3 less Line 6)	

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$186,817.44	\$62,674.60
Total approved this Month		\$14,000.00
TOTALS	186,817.44	\$76,674.60
NET CHANGES by Change Order		\$110,142.84

APPLICATION DATE: April 3, 2023
PERIOD TO: 3/31/23
PROJECT NO: NMW-082

A	B	C	D	E	F	G	H	I	J	K	L		
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	COMPLETE PREVIOUS ESTIMATE QUANTITY	TOTAL	COMPLETED THIS ESTIMATE QUANTITY	TOTAL	STORED MATERIALS QUANTITY	TOTAL	COMPLETED TO DATE 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	\$ 25.70	\$ 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	\$ 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		1.00	LS	\$ 868,030.00	\$ 868,030.00	0	\$ 329,590.99	0.385	\$ 334,191.55	\$ -	\$ -	1	\$663,782.54
18A	GENERATOR BLDG. DOOR CREDIT	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	183.00	SY	\$ 19.30	\$ 3,531.90	0	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$0.00
20	HMA DRIVEWAY REMOVAL AND REPLACEMENT	1085.00	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	\$ 2,698.50	\$ 2,698.50	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	1.00	\$ 655,000.00					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

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

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION DATE: April 3, 2023
PERIOD TO: 3/31/23
PROJECT NO: NMW-082

ITEM NO.	DESCRIPTION OF WORK	C		D		E		F		G		H		I		J		K		L	
		QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY	UNIT	QUANTITY	TOTAL	QUANTITY	UNIT	QUANTITY	TOTAL	QUANTITY	UNIT	QUANTITY	TOTAL	QUANTITY	UNIT	QUANTITY	TOTAL
44	SANITARY FORCE MAIN, 10" PVC 900	2908.00	LF	\$ 112.60	\$ 327,440.80	2,908		2,908	\$ 327,440.80			\$ -						2,908		\$ 327,440.80	
44A	DIRECTIONAL DRILL 10" FORCE MAIN	891.00	LF	\$ 169.90	\$ 151,380.90	891		891	\$ 151,380.90			\$ -						891		\$ 151,380.90	
45	SANITARY MANHOLE, 4'-DIAMETER	22.00	EA	\$ 9,000.00	\$ 198,000.00	22		22	\$ 198,000.00			\$ -						22		\$ 198,000.00	
46	SANITARY SERVICE, 6" PVC SDR-26	1634.00	LF	\$ 148.55	\$ 242,730.70	1,634		1,634	\$ 242,730.70			\$ -						1,634		\$ 242,730.70	
47	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 219.95	\$ -	0		0	\$ -			\$ -						0		\$ 0.00	
47A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	46.00	EA	\$ 1,219.95	\$ 56,117.70	46		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		\$ 0.00	
48A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	19.00	EA	\$ 1,373.80	\$ 26,102.20	19		19	\$ 24,728.40			\$ -						19		\$ 24,728.40	
49	SANITARY SEWER, 8" PVC C900	436.00	LF	\$ 132.30	\$ 57,682.80	436		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		2,366	\$ 282,618.70			\$ -						2,366		\$ 282,618.70	
51	SANITARY SEWER, 10" PVC C900	0.00	LF	\$ 256.95	\$ -	0		0	\$ -			\$ -						0		\$ 0.00	
52	SANITARY SEWER, 10" PVC SDR 26	3273.00	LF	\$ 141.50	\$ 463,129.50	3,273		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		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	35		35	\$ 44,726.50			\$ -						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	\$ 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		\$ 0.00	
56	SHRUB, FOTHERGILLA GARDENTII (DWARF FOTHERGILLA), 3-GALLON	6.00	EA	\$ 77.10	\$ 462.60	0		0	\$ -			\$ -						0		\$ 0.00	
57	SHRUB, HYDRANGEA ARBORESCENS "INCREDIBALL" (INCREDIBALL HYDRANGEA), 5-GALLON	4.00	EA	\$ 77.10	\$ 308.40	0		0	\$ -			\$ -						0		\$ 0.00	
58	SILT FENCE	7546.00	LF	\$ 3.20	\$ 24,147.20	5,204		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		1	\$ 5,050.00			\$ -						1		\$ 5,050.00	
60	STORM FES, 15" RCP	2.00	EA	\$ 1,142.00	\$ 2,284.00	2		2	\$ 2,284.00			\$ -						2		\$ 2,284.00	
61	STORM FES, 15" RCP REMOVAL AND REPLACEMENT	2.00	EA	\$ 1,231.85	\$ 2,463.70	2		2	\$ 2,463.70			\$ -						2		\$ 2,463.70	
62	STORM SEWER, CLASS A, TYPE 1, 15" RCP	60.00	LF	\$ 78.35	\$ 4,701.00	60		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	43		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		\$ 0.00	
65	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	39.00	LF	\$ 33.40	\$ 1,302.60	0		0	\$ -			\$ -						0		\$ 0.00	
66	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1.00	LS	\$ 5,135.00	\$ 5,135.00	0		0	\$ -			\$ -						0		\$ 0.00	
67	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	13464.00	SY	\$ 9.00	\$ 121,176.00	7,605		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		\$ 0.00	
69	TRACER WIRE ACCESS BOX	9.00	EA	\$ 565.70	\$ 5,091.30	9		9	\$ 5,091.30			\$ -						9		\$ 5,091.30	
70	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 19,756.90	\$ 19,756.90	1		1	\$ 19,756.90			\$ -						1		\$ 19,756.90	
71	TREE PROTECTION	21.00	EA	\$ 244.14	\$ 5,126.94	0		0	\$ -			\$ -						0		\$ 0.00	
72	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	827.00	UN	\$ 29.55	\$ 24,437.85	827		827	\$ 24,437.85			\$ -						827		\$ 24,437.85	
73	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1072.00	UN	\$ 37.25	\$ 39,932.00	850		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		\$ 0.00	
75	TRENCH BACKFILL	5516.00	CY	\$ 41.10	\$ 226,707.60	5,516		5,516	\$ 226,707.60			\$ -						5,516		\$ 226,707.60	
76	WIRE FENCE REMOVE AND REPLACE	34.00	LF	\$ 38.55	\$ 1,310.70	0		0	\$ -			\$ -						0		\$ 0.00	
77	SANITARY SEWER TV INSPECTION FOR 8" & 10"	9450.00	LF	\$ 3.45	\$ 32,602.50	4,500		4,500	\$ 15,525.00			\$ -						4,500		\$ 15,525.00	
	PIPE MATERIAL - STORED MATERIALS					0		0	\$ 0.00			\$ -						0		\$ 0.00	
	TOTAL BID PRICE				\$ 6,294,972.53				\$ 5,069,541.49			\$ 334,191.55				\$ -				\$ 5,403,733.04	

ALTERNATE A

1	CLEAR AND GRUBBING	551.00	SY	\$ 15.40	\$ 8,485.40	551		551	\$ 8,485.40			\$ -						551		\$ 8,485.40	
2	CULVERT REMOVAL AND REPLACEMENT, 10" CMP	13.00	LF	\$ 124.20	\$ 1,614.60	13		13	\$ 1,614.60			\$ -						13		\$ 1,614.60	
3	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	24.00	LF	\$ 81.80	\$ 1,963.20	24		24	\$ 1,963.20			\$ -						24		\$ 1,963.20	

APPLICATION DATE: April 3, 2023
PERIOD TO: 3/31/23
PROJECT NO: NMW-082

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, 8" 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	\$	29.55	\$	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

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

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION DATE: April 3, 2023
PERIOD TO: 3/31/23
PROJECT NO: NMW-082

B		C			D		E		F		G		H		I		J		K		L	
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
ALTERNATE C																						
1	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	105.00	LF	\$ 80.50	\$ 8,452.50	105	\$ 8,452.50									105						
2	DEWATERING	1.00	LS	\$ 60,505.00	\$ 60,505.00	1	\$ 60,505.00									1						
3	HMA DRIVEWAY REMOVAL AND REPLACEMENT	198.00	SY	\$ 128.50	\$ 25,443.00	198	\$ 25,443.00									198						
4	HMA PATCHING, CLASS D, 9" LANDSCAPE TIMBER PLANTER/BED REMOVAL AND REPLACEMENT	117.00	SY	\$ 129.80	\$ 15,186.60	117	\$ 15,186.60									117						
5	LIGHT POLE REMOVAL AND RESET	1.00	LS	\$ 3,488.80		1	\$ 3,488.80									1						
6	PAVEMENT REMOVAL	117.00	SY	\$ 12.85	\$ 1,503.45	117	\$ 1,503.45									117						
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 33.05	\$ 1,652.50	0	\$ -									0						
8	SANITARY MANHOLE, 4' DIAMETER	2.00	EA	\$ 11,670.00	\$ 23,340.00	2	\$ 23,340.00									2						
9	SANITARY SERVICE, 6" PVC SDR-26	308.00	LF	\$ 145.95	\$ 44,952.60	308	\$ 44,952.60									308						
10	SANITARY SEWER TEE-WYES 8" X 6"	0.00	EA	\$ 217.35	\$ -	0	\$ -									0						
11A	SANITARY SEWER TEE-WYES 8" X 6" WITH RISER	11.00	EA	\$ 1,219.95	\$ 13,419.45	11	\$ 13,419.45									11						
12	SANITARY SEWER, 8" PVC SDR-26	508.00	LF	\$ 97.00	\$ 49,276.00	508	\$ 49,276.00									508						
13	SANITARY SEWER TEE-WYES 8" X 6" W/ CAP (OPEN LOT)		EA	\$ 878.45	\$ -	0	\$ -									0						
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						
14	SILT FENCE	697.00	LF	\$ 4.20	\$ 2,927.40	412	\$ 1,730.40									412						
15	TOPSOIL, SEEDING CLASS 1, EROSION CONTROL & BLANKET	982.00	SY	\$ 9.00	\$ 8,838.00	982	\$ 8,838.00									982						
16	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 999.00	\$ 999.00	1	\$ 999.00									1						
17	TREE PROTECTION	6.00	EA	\$ 244.15	\$ 1,464.90	0	\$ -									0						
18	TRENCH BACKFILL	192.00	CY	\$ 41.10	\$ 7,891.20	192	\$ 7,891.20									192						
TOTAL BID PRICE FOR ALTERNATE C					\$ 271,118.50		\$ 267,465.90										\$ -			\$ 267,465.90		
ALTERNATE D																						
1	AGGREGATE SHOULDER, TYPE B	13.00	SY	\$ 20.35	\$ 264.55	0	\$ -									0						
2	CULVERT FES REMOVAL AND REPLACEMENT, 12" CMP	2.00	EA	\$ 687.75	\$ 1,375.50	2	\$ 1,375.50									2						
3	CULVERT REMOVAL AND REPLACEMENT, 8" CMP	24.00	LF	\$ 76.65	\$ 1,839.60	24	\$ 1,839.60									24						
4	CULVERT REMOVAL AND REPLACEMENT, 12" CMP	194.00	LF	\$ 80.50	\$ 15,617.00	194	\$ 15,617.00									194						
5	DEWATERING	1.00	LS	\$ 122,995.00	\$ 122,995.00	1.0	\$ 122,995.00									1						
6	GRAVEL DRIVEWAY REMOVAL AND REPLACEMENT	35.00	SY	\$ 19.30	\$ 675.50	0	\$ -									0						
7	HMA DRIVEWAY REMOVAL AND REPLACEMENT	138.00	SY	\$ 127.25	\$ 17,560.50	0	\$ -									0						
8	HMA PATCHING, CLASS D, 9"	467.00	SY	\$ 133.65	\$ 62,414.55	0	\$ -									0						
9	LANDSCAPE BLOCK PLANTER/BED REMOVE AND RESET	1.00	LS	\$ 3,488.00	\$ 3,488.00	0	\$ -									0						
10	PAVEMENT REMOVAL	467.00	SY	\$ 12.85	\$ 6,000.95	0	\$ -									0						
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50.00	CY	\$ 24.40	\$ 1,220.00	0	\$ -									0						
12	SANITARY DROP MANHOLE, 4' DIAMETER	1.00	EA	\$ 12,675.00	\$ 12,675.00	1	\$ 12,675.00									1						
13	SANITARY MANHOLE, 4' DIAMETER	4.00	EA	\$ 12,660.00	\$ 50,640.00	4	\$ 50,640.00									4						
14	SANITARY SERVICE, 6" PVC SDR-26	370.00	LF	\$ 144.65	\$ 53,520.50	370	\$ 53,520.50									370						
15	SANITARY SEWER TEE-WYES 10" X 6"	0.00	EA	\$ 439.65	\$ -	0	\$ -									0						
15A	SANITARY SEWER TEE-WYES 10" X 6" WITH RISER	9.00	EA	\$ 1,373.00	\$ 12,357.00	9	\$ 12,357.00									9						
16	SANITARY SEWER, 8" PVC SDR 26	36.00	LF	\$ 118.15	\$ 4,253.40	36	\$ 4,253.40									36						
17	SANITARY SEWER, 10" PVC SDR 26	1134.00	LF	\$ 128.45	\$ 145,662.30	664	\$ 85,290.80															
17A	CMR015 - SEWER GRADE CHANGES	1.00	LS	\$ (14,000.00)	\$ (14,000.00)											1.00	\$ (14,000.00)					
	SANITARY SEWER TEE-WYES 10" X 6" W/ RISER & CAP (OPEN LOT)	5.00	EA	\$ 1,266.75	\$ 6,333.75	5	\$ 6,333.75									5						
18	SILT FENCE	1052.00	LF	\$ 3.85	\$ 4,050.20	807	\$ 3,106.95									807						
19	BLANKET	2371.00	SY	\$ 9.00	\$ 21,339.00	0	\$ -									0						
20	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$ 998.00	\$ 998.00	1	\$ 998.00									1						
21	TREE PROTECTION	2.00	EA	\$ 244.15	\$ 488.30	0	\$ -									0						
22	-	27.00	UN	\$ 29.55	\$ 797.85	0	\$ -									0						
23	TREE REMOVAL (OVER 15 UNITS DIAMETER)	143.00	UN	\$ 37.25	\$ 5,326.75	143	\$ 5,326.75									143						
24	TREE, 3" CALIPER, BALLED AND BURLAPPED	7.00	EA	\$ 790.25	\$ 5,531.75	0	\$ -									0						
25	TRENCH BACKFILL	504.00	CY	\$ 41.10	\$ 20,714.40	504	\$ 20,714.40									504						

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

NORTHERN MORRAINE
RECLAMATION DISTRICT
113 TIMBER TRAIL
PO BOX 240

HOLIDAY HILLS/LE VILLA VAUPELL
SEWER EXTENSION PHASE 1

APPLICATION DATE: April 3, 2023
PERIOD TO: 3/31/23
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
TOTAL BID PRICE ALTERNATE D					\$ 564,139.35		\$ 397,043.65		\$ 46,371.50		\$ 443,415.15
					\$ 7,940,931.98		\$ 6,517,505.09		\$ 380,563.05	\$ -	86.87% \$ 6,898,068.14



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 Five Hundred Six Thousand Four Hundred Thirty Eight Dollars and Thirty Cents (\$506,438.30) 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 April 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 \$6,191,629.83

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.					

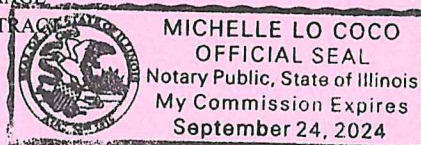
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4-10-23

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF April, 2023

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



NOTARY PUBLIC

WAIVER OF LIEN TO DATE

FROM: Trine Construction Corp.
FOR: Holiday Hills
 Pay Est. 11

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE WITH EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Trine Construction Corp.	Equip, Labor and Other	\$4,499,837.03	\$4,051,215.50	\$393,110.54	\$55,510.99
Mid American	Appurants	\$660,000.00	\$511,881.31		\$148,118.69
Welch Brothers	Concrete Structures	\$258,227.74	\$257,422.74	\$805.00	\$0.00
Thelen Materials	Aggregates/Dump	\$212,851.00	\$161,478.99	\$23,848.40	\$27,523.61
Reliable Stone and Gravel	Aggregates/Dump	\$207,523.04	\$184,052.07	\$8,577.00	\$14,893.97
Traffic Contront Protection	Traffic Control	\$16,404.00	\$12,628.00	\$2,134.00	\$1,642.00
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 & Contro	Instrumental	\$57,000.00	\$0.00		\$57,000.00
Procision Boring	Auger/Boring	\$17,940.00	\$16,146.00		\$1,794.00
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	\$91,494.50	\$51,000.00	\$173,940.50
Abbott Tree	Tree Removal	\$63,154.00	\$45,650.30		\$17,503.70
Michels's	Dewatering	\$291,200.00	\$174,600.00	\$26,963.36	\$116,600.00
Genco Industies	Mechanical	\$161,800.00	\$141,322.50		\$20,477.50
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLE		\$7,935,429.78	\$6,191,629.83	\$506,438.30	\$1,264,325.01



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 Five Hundred Six Thousand Four Hundred Thirty Eight Dollars and Thirty Cents (\$506,438.30) 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 April 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

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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 \$6,191,629.83

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.					

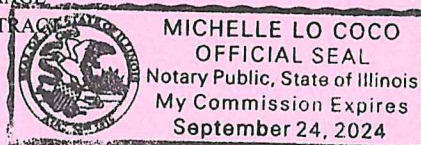
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4-10-23

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF April, 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
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NOTARY PUBLIC

WAIVER OF LIEN TO DATE

FROM: Trine Construction Corp.
FOR: Holiday Hills
 Pay Est. 11

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Genco Industies	Mechanical	\$161,800.00	\$141,322.50		\$20,477.50
Trinity	Building	\$235,224.97	\$90,235.27		\$144,989.70
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLE		\$7,935,429.78	\$6,191,629.83	\$506,438.30	\$1,264,325.01



AGENDA ITEM # 11B

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Agreement with Constellation Energy for Natural Gas
<u>Staff Recommendation:</u>	Approve an Agreement with Constellation Energy for Natural Gas
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District has started working with Gig Energy to procure electricity on the open market with significant anticipated savings. During the course of engaging with Gig, they provided me a proposal on March 20, 2023 by Constellation Energy to procure our natural gas from Constellation Energy for the next 20 months at a significant savings over our current pricing with Nicor. The offer was time sensitive and I acted on it upon consultation with Board president, Ken Michaels. The terms are below and resulted in a 28% decrease in the cost of our natural gas per Therm. While we are small user for natural gas, the net savings is still expected to be close to \$2,000 over the 20 month term.

NMWRD Natural Gas
APR 2023 Start
10,000 Therms

NICOR PTC: \$0.69/Therm
Constellation Offer: \$0.49/Therm
20-month Agreement

Term Savings: \$2000

Since the action was taken outside of a board meeting, this agenda item is presented to ratify the action.

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 to ratify the District Manager's authorization to
execute an Agreement between the Northern Moraine Wastewater Reclamation District and
Constellation Energy for a 20-month period beginning April 1, 2023.

DATED this 20th day of April, 2023

NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK



Commercial Customer Acknowledgement Form (Fixed Price)

Constellation NewEnergy - Gas Division, LLC

Illinois License No. 16-0205

I confirm that my sales representative explained that he or she is an employee of Constellation NewEnergy - Gas Division, LLC ("Constellation") and has provided me with the following information:

1. I am entering into a contract with Constellation and not with my utility. My utility will continue to deliver the gas, read my meter, send me one consolidated bill, and provide emergency services.
2. This contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by my utility and any additional taxes that may be imposed.
3. Constellation will supply natural gas at the fixed price per therm indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto.
4. I understand that my sales representative is an independent agent of Constellation and does not represent my utility.
5. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form and the Terms and Conditions attached hereto are my complete agreement with Constellation, and the agent has no authority to change or add to that contract.
6. I will continue to be supplied with natural gas for my business whether or not I sign this contract. If I choose to remain with my utility, the price will continue to be set subject to regulatory tariff provisions.

Questions? Contact us at (855) 465-1244 or home@constellation.com

I have read and agree to this Commercial Customer Acknowledgement Form.

Please Initial Here: MH

FOR INTERNAL USE ONLY

Commercial Natural Gas Supplier Enrollment Form

To: Constellation NewEnergy - Gas Division, LLC

I, Northern Moraine Water Reclamation District

Please print your name as it appears on your utility bill.

acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment. I understand that gas purchased for this account by Constellation will be delivered through my utility's delivery system. Complete details on the terms of cancellation are outlined on the accompanying Terms and Conditions.

Effective Date: March 16, 2023

Contact Name: Mohammad Haque

Mailing Address: PO BOX 240

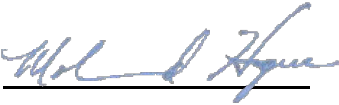
City: Island Lake State: IL Zip: 60042

Phone: 847-526-3300 x101

Email: haque@nmwrd.org

Service Address (As it appears on your utility bill): See attached Facility List

Signature:



Date: March 21, 2023

I have read and agree to the Terms and Conditions. Please check here.



Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following option:

The Primary Term of my agreement shall begin on the date set by **my utility** after my enrollment during the month of April 2023 and shall continue for 20 months at a rate of \$ 0.4900 per **therm**. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by my utility after my enrollment and shall continue for 20 months at a rate of \$ 0.4900 per **therm**.

Rescission Period. Within 10 business days of the date of my notice from my utility of my switch to Constellation, I may cancel this Agreement without penalty by contacting Constellation's Customer Care Center at (855) 465-1244, M-F 8 A.M. to 6 P.M. or sending a letter to Constellation, P.O. Box 4911, Houston, TX 77210-4911, or sending an email to home@Constellation.com. I may also contact my utility.

FOR INTERNAL USE ONLY

Constellation NewEnergy - Gas Division, LLC

By: _____

FOR INTERNAL USE ONLY

TERMS AND CONDITIONS

1. Constellation Services. I want Constellation NewEnergy - Gas Division, LLC ("Constellation") to supply all the natural gas I need to heat my business and for other related uses. Constellation may cancel this Agreement if my usage of gas changes substantially. I am 18 years of age or older, and I am fully authorized to enter into this Agreement. These terms and conditions, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect my entire Agreement with Constellation ("Agreement") and supersede any oral or written agreements made in connection with this Agreement or my natural gas supply.

2. Local Utility Services. My utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past. The natural gas I buy from Constellation will be included in my utility monthly bill or in a separate bill from Constellation.

3. Term. My supply will begin on the day that my utility switches my account to Constellation and will continue for the term indicated in my Enrollment Form or Welcome Letter. This Agreement is subject to the eligibility requirements of my utility, and Constellation may choose not to accept this Agreement for any reason.

4. Rate. Each month I will pay my bill for my natural gas, which will be calculated by multiplying (i) the rate charged per therm of gas as indicated on my Enrollment form or Welcome Letter by (ii) the amount of gas used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by my utility for distribution and other services. This rate may be higher or lower than the utility's rate in any given month. If I am receiving a separate bill from Constellation for my natural gas I will also pay a monthly customer service fee not to exceed \$5.95.

5. Administration Fee. A customer administration charge in the amount listed on my Enrollment Form or Welcome Letter will be added to the monthly bill for natural gas if applicable.

6. Renewal Notice. Notification of Changes. At least 30 days prior to the termination date, Constellation, in its discretion, may offer to renew my contract by mailing me written notification on the same or different conditions, in which case my contract shall automatically renew consistent with the conditions indicated in the notice unless I notify Constellation otherwise prior to the termination of my current Agreement with Constellation. If the renewal notice indicates that this Agreement will be renewed at a Monthly Variable Price, the Monthly Variable Price will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. My Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month.

7. Termination. My Agreement with Constellation may be cancelled as follows:

- If I am a commercial customer who consumes more than 5,000 therms annually, the cost recovery fee will be the greater of \$150 or the amount of gas I failed to consume during the remainder of my term, calculated on the basis of prior usage, multiplied by the excess, if any, of my Index rate over the rate at which Constellation can sell such gas at the time of my termination. The cost recovery fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf.
- If the Illinois Commerce Commission ("ICC") or my utility decides to end or change the program under which I buy gas, Constellation may cancel this Agreement upon 30 days advance written notice.
- If I fail to pay my natural gas bill in a timely manner the utility may terminate my eligibility for the Select Program and Constellation may terminate this Agreement.
- If I move to a location outside the state of Illinois, or to a location without a transportation service program, or to a location where I do not require gas service, I may cancel this Agreement without penalty.

8. Bill Payment. Constellation may bill me directly and separately from my utility. If I do not pay my bill on time, I will be subject to a late payment fee in the amount of 1.5% per month, and collection costs incurred due to my late payment or nonpayment. All returned checks will be subject to the maximum fee allowed by law. If I fail to pay my bill, Constellation may cancel our Agreement by providing me with 15 days written notice.

9. Dispute Resolution. Constellation will refer all complaints to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor by calling (855) 465-1244, who will respond to me promptly. If my questions are not resolved after I have called Constellation, I may call the ICC toll free at (800) 524-0795 or TTY at (800) 858-9277, from 8:30 A.M. to 5:00 P.M. - weekdays, visit the ICC website at www.icc.illinois.gov or as otherwise specified by the commission. I may also call the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB.

10. Emergency. IF I SMELL GAS, I SHOULD IMMEDIATELY CALL MY UTILITY: NICOR AT (888) 642-6748; PEOPLES AT (866) 556-6001; OR NORTH SHORE AT (866) 556-6004.

11. Limitations of Liability; Jury Trial Waiver. CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

FOR INTERNAL USE ONLY

12. **Force Majeure.** Constellation will not be responsible for supplying natural gas to me in the event of circumstances beyond its control such as events of Force Majeure as defined by the utility or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God.

13. **Insolvency.** I acknowledge that this Agreement is a forward contract that Constellation may terminate or liquidate in the event of my insolvency, bankruptcy, or reorganization for the benefit of creditors. In the case of termination or liquidation I will owe you the amount equal to the cost recovery fee as calculated above.

14. **Information Release Authorization.** Throughout the term, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the Agreement in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit reporting agency.

15. **Miscellaneous.** I understand that there may be delays before Constellation switches my account and that Constellation may choose not to accept this Agreement for any reason whatsoever. Unless otherwise stated herein, any changes to our Agreement must be made in writing. I authorize Constellation to perform a credit check on me through the utility or by using outside sources. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Agreement, which must be provided within 30 days of such request. Customer may not assign this Agreement without Constellation's prior written consent. Constellation may assign this Agreement to another supplier authorized by my utility provided that Constellation gives me no less than 30 days written notice, and the assignee assumes all of Constellation's responsibilities and duties under this Agreement. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For purposes of accounting both parties accept the quantity, quality, and measurement determined by the utility. Except as provided by law, all taxes due and payable with respect to my obligations under this Agreement shall be paid by me.

16. **Change in Law.** Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

FOR INTERNAL USE ONLY

FACILITY LISTING

Facility Location (As it appears on your utility bill)	Utility	Utility Account Number	Meter Number	CNEG Customer ID
2301 Fen View Circle, Island Lake, IL 60042	NICOR	06951547378	4241875	RG-43838214
2301 Fen View Circle,, Island Lake, IL 60042	NICOR	21777423100	4844142	RG-43838215
206 Fern Dr, Island Lake, IL 60042	NICOR	26093722424	4525962	RG-43838216
2900 Spruce Terrace, Island Lake, IL 60042	NICOR	30462826204	4872318	RG-43838217
420 Timber Trail, Island Lake, IL 60042	NICOR	39250895529	4567477	RG-43838219
113 Timber Trail, Island Lake, IL 60042	NICOR	46370878129	4354832	RG-43838220
127 South Dr, Island Lake, IL 60042	NICOR	46903544917	4241477	RG-43838221
500 Wegner Road, Island Lake, IL 60042	NICOR	56122182639	4686771	RG-43838222
230 S Shore Drive, Island Lake, IL 60042	NICOR	62730718509	4525981	RG-43838224
27715 Rt 120, Island Lake, IL 60042	NICOR	70470553325	4859725	RG-43838225
3390 Waterford Way, Island Lake, IL 60042	NICOR	72828388594	4686827	RG-43838226
2629 Wisteria Way, Island Lake, IL 60042	NICOR	75941527931	4612679	RG-43838227
100 Rawson Bridge Road, Island Lake, IL 60042	NICOR	76864179106	2872280	RG-43838228
3923 Hale Lane, Island Lake, IL 60042	NICOR	90414776634	4846286	RG-43838229
2285 Walnut Glen, Island Lake, IL 60042	NICOR	98823149962	4086298	RG-43838230

FOR INTERNAL USE ONLY



NORTHERN MORaine W R D

AGENDA ITEM # 11C

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Agreement with Lincoln Avenue Capital for the Beech Street Senior Lofts
<u>Staff Recommendation:</u>	Approve a Resolution Approving Agreement Pertaining to Connection Fees (Lofts Senior Living Facility)
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District has been working with the developer on the connection fees for the Beech Street Senior Lofts. Attached is a resolution and agreement based on the terms that have been agreed to in principal, to date. While our attorney has not distributed this final agreement to Lincoln Avenue Capital, he is in the process of doing so and will be able to advise of any response in time for our board meeting. The final terms are outlined under Section 3 of the Agreement.

Recommendation:

District Staff recommends Approving a Resolution Approving Agreement Pertaining to Connection Fees (Lofts Senior Living Facility).

Votes Required to Pass:

Simple Majority, via a roll call vote



NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

RESOLUTION NO. _____

**RESOLUTION APPROVING AGREEMENT PERTAINING TO
CONNECTION FEES (LOFTS SENIOR LIVING FACILITY)**

WHEREAS, the Northern Moraine Wastewater Reclamation District (the “***District***”) is a sanitary district operating pursuant to the authority set forth in the Illinois Sanitary District Act of 1917, 70 ILCS 2405/0.1 *et seq.* (the “***Act***”); and

WHEREAS, the District provides sanitary sewer collection and treatment services to a service area that includes a parcel commonly known as 27888 N. Beech St., Island Lake, IL 60042 (the “***Property***”), which does not currently receive sewer services from the District; and

WHEREAS, District Ordinance No. 07-12, entitled “An Ordinance Establishing Charges for the Connection to the Sewerage System of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois” (as amended by District Ordinance No. 08-11 and District Ordinance 20-02) (the “***Connection Fee Ordinance***”), provides for the payment of connection fees and special connection fees (the “***Fees***”) as a prerequisite to connecting to the District’s sanitary sewer system; and

WHEREAS, Lincoln Avenue Capital Management LLC (“***Lincoln***”) desires to develop the Property with a senior living facility to be known as the “***Lofts Development***,” which will include 39 one-bedroom units and 13 two-bedroom units; and

WHEREAS, under the Connection Fee Ordinance, the Fees required to connection the Lofts Development to the District’s sewer system total \$313,852.80; and

WHEREAS, Lincoln has disputed the amount of the Fees; and

WHEREAS, the District and Lincoln have reached a proposed resolution to this dispute as set forth in the “Agreement Pertaining to Connection Fees (Lofts Senior Living Facility),” (the “***Agreement***”), a true and correct copy of which is attached hereto as Exhibit 1; and

WHEREAS, the District finds that the terms of the Agreement are consistent with the terms of the Connection Fee Ordinance; and

WHEREAS, the District Board desires to resolve the dispute over the Lofts Development in accordance with the Agreement, which is in the best interest of the District and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT, LAKE AND McHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Approval of the Agreement; Authorization.

(a) The District Board hereby approves the Agreement in substantially the form attached hereto as **Exhibit 1**. The final form of the Agreement (including the form of Exhibits 1 and 2 therein) shall be subject to the review and approval of the District Manager, in consultation with the District Attorney.

(b) Subject to the District first receiving the signed Agreement from Lincoln, the District Board authorizes and directs the District President and District Clerk to execute, attest, and otherwise finalize the Agreement on behalf of the Village.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect immediately following its passage and approval.

PASSED THIS ____ DAY OF _____, 2023.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED THIS ____ DAY OF _____, 2023.

President

ATTEST:

District Clerk

EXHIBIT 1

Agreement Pertaining to the Connection Fees
(Lofts Senior Living Facility)

AGREEMENT PERTAINING TO CONNECTION FEES
(LOFTS SENIOR LIVING FACILITY)

This **AGREEMENT PERTAINING TO CONNECTION FEES** (the “**Agreement**”) is entered as of the **Effective Date** (as hereinafter defined) by **NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT**, an Illinois sanitary district and unit of local government (the “**District**”), and **LINCOLN AVENUE CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company (“**Lincoln**”). The District and Lincoln are hereinafter sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The District is an Illinois sanitary district incorporated under The Sanitary District Act of 1917, 70 ILCS 2405/0.1 *et seq.* As such, it provides sanitary sewer collection and treatment services (“**Sewer Services**”) to a service area that includes the lands generally located at the site commonly known as 27888 N. Beech St., Island Lake, IL 60042 (the “**Property**”). The Property does not currently receive Sewer Services from the District.

B. District Ordinance No. 07-12, entitled “An Ordinance Establishing Charges for the Connection to the Sewerage System of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois” (as amended by District Ordinance No. 08-11 and District Ordinance 20-02, the “**Connection Fee Ordinance**”), requires the payment of applicable connection fees before a permit can be obtained for any new connections to the District’s sewerage system (the “**District System**”) for purposes of receiving Sewer Services.

C. The Connection Fee Ordinance also requires the payment of special connection fees for properties whose sewage will be directly or indirectly tributary to or benefit from the Darrell Road sewer line to be constructed by the District (the “**Darrell Sewer**”).

D. The District’s engineering consultants, Trotter & Associates, Inc., has determined that the Property is indirectly tributary to the Darrell Sewer.

E. Lincoln desires to develop the Property with a senior living facility to be known as the “**Lofts Development**,” which will include 39 one-bedroom units and 13 two-bedroom units.

F. Under the Connection Fee Ordinance, the District connection fees and special connection fees (the “**Fees**”) required to connect the Lofts Development to the District System are summarized as follows:

Standard Darrell Connection Fee	Connection Sewer Fee/ Special	Units/PE	Fee per Unit	Amount of Fee
1 BR Unit (1.5 P.E.)(Standard)		39 units	\$3,246.00/unit	\$126,594.00
2 BR Unit (3.0 P.E.)(Standard)		13 units	\$6,492.00/unit	84,396.00
1 BR Unit (39 x 1.5 PE)(Darrell)		59 P.E.	\$1,048.60/P.E.	61,867.40
2 BR Unit (13 x 3.0 P.E.)(Darrell)		39 P.E.	\$1,048.60/P.E.	40,895.40
Inspection Fees		1	\$100/inspection	100.00
TOTAL FEES DUE				\$313,852.80

G. Payment of the Fees is a prerequisite to (i) the District authorizing a sewer connection for the Lofts Development and (ii) Lincoln securing a permit from the Illinois Environmental Protection Agency (an “**IEPA Permit**”) for the Lofts Development.

H. Lincoln has questioned the amount of the Fees and has further requested a discount for the Fees.

I. The District, as non-home rule unit of local government, lacks the statutory authority to grant Lincoln a discount on the Fees.

J. The Parties have resolved this dispute related to the Fees and now seek to document that resolution with this Agreement, which Agreement the District finds to be consistent with the terms of the Connection Fee Ordinance.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

2. **Sewer Service.** Lincoln shall be solely responsible for obtaining all permits, approvals, and authorizations and satisfying all terms and conditions as may be required to connect the Lofts Development on the Property to the District System and receive sanitary sewer service from the District.

3. **Payment of Connection Fees and Special Connection Fees.** Lincoln agrees to pay to the District the Fees in the amount of \$313,852.80 to connect the Lofts Development on the Property to the District System in installments as set forth in Subsections 3(a) and 3(b) of this Agreement, and the District agrees to accept payment of the Fee in installments pursuant to the terms of this Agreement.

(a) **Initial Payment of the Fees.** Lincoln agrees to pay to the District an initial payment of \$62,770.56 (the “**Initial Payment**”), representing twenty percent (20%) of the total Fees owed. Upon receipt of the Initial Payment, the District will approve Lincoln’s IEPA permit, subject to the terms of Subsection 7(a) below.

(b) **Quarterly Payments for the Fee Balance.** Lincoln agrees to pay to the District the remaining \$251,082.24 of the Fees (the “**Fee Balance**”) with interest at a rate of three percent (3%) per annum (“**Interest**”) according to the following terms:

i. **Quarterly Payments.** Lincoln shall pay to the District the Fee Balance in twenty (20) “**Quarterly Payments**” in the amount of \$13,566.13. The Quarterly Payments are due each 31 March, 30 June, 30 September, or 31 December (the “**Quarterly Payment Dates**”) beginning on the first such Quarterly Payment Date that is at least 60 days after the Initial Payment and thereafter on each Quarterly Payment Date for five years until all Quarterly Payments have been made and the Fee Balance is satisfied;

ii. **Late Payments.** Any Quarterly Payment paid more than thirty (30) days after the scheduled Quarterly Payment Date shall be subject to a “**Late Payment Charge**” of \$250.00. Any Quarterly Payment not paid within 60 days after a

scheduled Quarterly Payment Date shall be deemed delinquent (with or without notice from the District to Lincoln).

- (c) **Darrell Sewer Grant.** If, within twelve (12) months after the Effective Date, the District receives a grant to offset the estimated \$25 million cost associated with the District's plans to construct the Darrell Sewer (a "***Darrell Sewer Grant***"), the District agrees to reduce Lincoln's Darrell Sewer special connection fees proportionally. By way of example only, if the District receives a Darrell Sewer Grant in the amount of \$1,000,000, the special connection fee for the Lofts Development will be reduced by 4% from \$102,762.80 to \$98,652.29. In the event of the District's receipt of a Darrell Sewer Grant as hereinabove provided, the amount of the Quarterly Payments will be proportionately adjusted.

4. **Subordinate Mortgage Lien.** Upon receipt of the Initial Payment described in Subsection 3(a), the District will file, and Lincoln agrees to accept, a mortgage lien on the Property for the Fee Balance. Such mortgage lien shall be in the form attached hereto as Exhibit A and shall be subordinate to any first mortgage whether now or hereafter placed upon the Property (the "***Subordinate Mortgage***"). In addition, at the time of filing the Subordinate Mortgage, the District agrees to execute and deliver the "***Subordination Agreement***" attached hereto as Exhibit B limiting the District's rights to foreclose upon the Subordinate Mortgage. Nothing in the Subordinate Mortgage or in the Subordination Agreement shall limit or otherwise affect the District's rights or remedies unrelated to the foreclosure of the Subordinate Mortgage in the event that any Quarterly Payment is delinquent or that the User Fees (as hereinafter defined) due from the Lofts Development are not timely paid.

5. **Sewer User Fees.** The Initial Payment and Quarterly Payments shall be in addition to all other applicable sewer fees or charges relating to the Sewer Services provided to the Lofts Development by the District ("***User Fees***"). Lincoln shall be responsible for any and all User Fees as established by District ordinance, as may be amended from time to time.

6. **Due on Sale.** If, without the prior written consent of the District, the Property, or any material portion thereof, is transferred, sold, or encumbered by a junior mortgage or deed of trust, the District may, at its option, require the immediate payment of any Fee Balance, accrued Interest, Late Payment Charge, and unpaid User Fees.

7. **Remedies.**

- (a) **Permit.** The District shall have no obligation to issue Lincoln a permit to connect the Lofts Development on the Property to the District System unless and until Lincoln shall have paid the Initial Payment to the District as provided in Subsection 3(a) of this Agreement.
- (b) **Disconnection.** In the event that any Quarterly Payment is delinquent, or Lincoln fails to pay in full and on a timely basis any User Fee, or in the event of any other breach under this Agreement or violation under the ordinances of the District or the violation of any other federal or State law, the District shall have all legal and equitable rights and remedies available to it, including the right to disconnect the Property from the District System; provided, however, that Lincoln shall be entitled to receive written notice from the District of any violation, default, or failure to pay and shall have sixty (60) days from receipt of such notice to cure any such violations, failures to pay, or defaults, prior to the exercise of the District's right to disconnect the Property from the District System.

Lincoln hereby acknowledges and agrees that the notice and cure provisions in the preceding sentence are in lieu of any and all other pre-disconnection rights that Lincoln may otherwise have or that may otherwise appertain to the Property; any other procedures relating to the disconnection from the District System otherwise set forth in the District's ordinances are hereby waived. The Parties each agree to reasonably cooperate with the other Party in any and all attempts by Lincoln, as applicable, to cure any violations, failure to pay, or default within the default cure period. Nothing in this Section shall limit the District's rights to seek fines or penalties for any violation of District ordinances, whether related to payments or otherwise.

- (c) Re-connection. In the event of a disconnection of the Property from the District System under subsection (b), any re-connection of the Property for the Lofts Development or any successor development shall only be authorized by payment in full of new connection and any applicable special connection fees as set forth in the then-applicable District ordinances.

8. Notice. Notices given pursuant to this Agreement will be effective only if in writing and delivered (1) in person, (2) by courier, (3) by reputable overnight courier guaranteeing next business day delivery, (4) if sent on a business day during the business hours of 8:00 a.m. until 5:00 p.m., central standard time, via facsimile, with a copy to follow by reputable overnight courier guaranteeing next business day delivery, (5) by United States certified mail, return receipt requested, or (6) via e-mail. All notices will be directed to the other Party at its address provided below or such other address as either Party may designate by notice given in accordance with this Section 8. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, (iii) if by facsimile, on the date of transmission, provided that a confirmation sheet is received and a second copy is sent as required above, (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office, or (v) if by e-mail, on the date that an e-mail is sent, provided that such e-mail is also delivered by one of the other manners set forth in subparts (1), (2), (3), or (5) of this Section. The notice addresses for the District and Lincoln are as follows:

If to the District: Northern Moraine Wastewater Reclamation District
113 Timber Trail
P.O. Box 240
Island Lake, IL 60042
Fax: 847-526-3349
E-mail: haque@nmwrd.org
Attention: Mohammed Haque, District Manager

With a copy to: Filippini Law Firm
One Rotary Center
1560 Sherman Avenue
Suite 510
Evanston, IL 60201
Fax: 312-324-0668
E-mail: Victor.Filippini@filippinilawfirm.com
Attention: Victor P. Filippini, Jr.

If to Lincoln: _____

With a copy to:

9. **Effective Date.** The “**Effective Date**” of this Agreement shall be the date of its execution by the District.

10. **Miscellaneous.**

- (a) **Authority.** The Parties represent that they have the legal authority to enter into this Agreement and that they have taken all actions required by law to make this Agreement enforceable.
- (b) **Governing Law.** This Agreement shall be interpreted under and governed by Illinois law.
- (c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relative to the subject matters stated herein. All prior discussions, understandings, communications, and agreements are expressly merged herein and superseded hereby.
- (d) **Interpretation and Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be excised herefrom and such invalidity or unenforceability shall not affect the validity or enforceability any of the other provisions contained herein. For purposes of interpretation, the Parties acknowledge that each Party was equally responsible for the drafting of this Agreement.
- (e) **Successors; Assignment.** This Agreement shall be binding on, and shall inure to the benefit of, the successors and permitted assigns of the District and Lincoln. No Party may assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the other Party.
- (f) **Execution in Counterparts.** This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the Parties shall constitute a single, original instrument. The signatures of the Parties by facsimile and e-mail shall be binding.
- (g) **Authorized Representatives.** Each of the Parties acknowledges and represents that the person(s) signing on its behalf is authorized to do so and, by doing so, binds the Party on whose behalf such person has signed.

- (h) Amendments. Amendments to this Agreement shall be in writing and signed by the Parties.
- (i) Waivers. No term or condition of this Agreement shall be deemed waived by either Party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.
- (j) No Admission. This Agreement is executed by the Parties for purposes of resolving all matters between them relating to the payment of connection fees for the Property. Nothing in this Agreement shall constitute or be construed to be an admission of any liability or an admission of the correctness of any statement or position that either Party has taken prior to the Effective Date of this Agreement.
- (k) Cooperation. The Parties agree to cooperate with one another and take such further action as may be necessary to effectuate the terms and purposes of this Agreement.

[Signature page to follow.]

The Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

Date: _____

**LINCOLN AVENUE CAPITAL
MANAGEMENT, LLC**

By: _____

Date: _____

**NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT**

By: _____
District President

ATTEST:

District Clerk

EXHIBIT A

Subordinate Mortgage

EXHIBIT B

Subordination Agreement



AGENDA ITEM # 11D

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Approve Amendment to the IGA with the Village of Lakemoor for the Expansion of Sanitary Sewer Infrastructure
<u>Staff Recommendation:</u>	Motion to Approve a Second Amendment to the Intergovernmental Agreement with the Village of Lakemoor for the Expansion of Sanitary Sewer Infrastructure to the Lakemoor Commons Subdivision
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The District entered into a Memorandum of Understanding (MOU) in November 2017 that allowed for the Amendment of the June 2017 IGA with the Village of Lakemoor. The MOU allowed an increase in the allocated population equivalent (PE) capacity from the 250 PE that was originally allocated for the Woodman's development to 580 PE in two-year renewable periods for up to a maximum of ten years. This was agreed to be done once Woodman's closing of the property occurred. That closing occurred on Monday, April 30, 2018. The District approved the first two-year renewable period on May 10, 2018. The second renewal request in 2020 was tabled because there were several pending items needed to close out the Woodman's contract. Since that time, we have received the balance of documents we needed (agreements, easements, etc.). While we are still reviewing the easements, the Village needs to make sure they have the PE capacity for the Advocate Healthcare facility that is currently being proposed. In light of that and the general good working relationship we have had with the Village, we are inclined to agree to the amendment at this time. The current request is to extend the period for a two-year period, until April 30, 2025.

Recommendation:

District Staff recommends approving a Second Amendment to the Intergovernmental Agreement with the Village of Lakemoor for the Expansion of Sanitary Sewer Infrastructure for the Lakemoor Commons Subdivision.

Votes Required to Pass:

Simple Majority





Village President:
Colin McIntyre

Village Trustees:
Scott Cox
Phil Vavalle
Donald Leavitt
Jeff Nykaza
Ralph Brindise

March 1, 2023

*Mohammed Haque
District Manager
Northern Moraine WRD
PO Box 240 | 113 Timber Trail
Island Lake, IL 60042-0240
RE: NMWRD/Lakemoor MOU and IGA*

Dear Mr. Haque,

Pursuant to the IGA between NMWRD and the Village of Lakemoor please accept this letter as the Village's formal written request to extend the reservation of the amount of PE allocated to the Woodman's Development for an additional two (2) years. Pursuant to such agreement, the total reservation of PE would be 580, less any PE that has already been allocated.

If you should have any questions or comments or need further documentation, please feel free to contact me either via phone (815-385-1117) or email (todd@lakemoor.net).

Sincerely,

*Todd Weihofen
Village Administrator*

*C: Colin McIntyre, Mayor
Jeremy Shaw, Village Attorney*

**SECOND ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT
FOR THE EXPANSION OF SANITARY SEWER INFRASTRUCTURE NECESSITATED BY THE
DEVELOPMENT OF PROPERTY LOCATED AT ROUTES 12 AND 120**

Between
THE NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT AND THE VILLAGE
OF LAKEMOOR, LAKE AND McHENRY COUNTIES, ILLINOIS

The parties hereto, the NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT and the VILLAGE OF LAKEMOOR hereby enter this ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT FOR THE EXPANSION OF SANITARY SEWER INFRASTRUCTURE NECESSITATED BY THE DEVELOPMENT OF PROPERTY LOCATED AT ROUTES 12 AND 120 on the ____ day of _____, 2023.

RECITALS:

WHEREAS, AN INTERGOVERNMENTAL AGREEMENT FOR THE EXPANSION OF SANITARY SEWER INFRASTRUCTURE NECESSITATED BY THE DEVELOPMENT OF PROPERTY LOCATED AT ROUTES 12 AND 120 (hereinafter "Agreement") was entered into on the 27th day of June 2017 by and between the Northern Moraine Wastewater Reclamation District ("NMWRD" or "the District"), an Illinois Sanitary District, and the Village of Lakemoor, an Illinois municipal corporation ("Village") and collectively referred to herein as "Parties".

WHEREAS, subsequent to the entry into the Agreement, Woodman's Food Markets, Inc. (the "Developer"), provided new calculations and projections indicating a desire and potential need for PE in excess of the original reserved amount of 250 PE to meet the potential development needs for the real property located at the southwest corner of Routes 12 and 120 in Lakemoor (the "Property").

WHEREAS, the Parties hereto, desiring to facilitate, promote and encourage the responsible development of the Property and the region, set forth this Addendum to the Agreement in an effort to provide the additional security needed to facilitate the plans and scope of the development proposed for the Property.

WHEREAS, the Developer has purchased the Property, is fee owner of same.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree, covenant, represent, and undertake as follows:

ARTICLE I

1. Recitals. The above recitals are hereby incorporated herein as though fully set forth.

2. Mutual Obligations. The parties hereby agree as follows:

- i. The Board of Trustees of the NMWRD and the corporate authorities of the Village, hereby amend the Agreement, increasing the reserved PE from 250 to 580 (the "Reservation"), for a period of two years ending on April 30, 2025.
- ii. At the end of said two-year period, the Village shall make a formal request to NMWRD to renew the Reservation for an additional two-year period.
- iii. The extension of the Reservation may be requested up to two (2) additional times.
- iv. Should the amendment to the IGA not be renewed for any reason, the Reservation is dissolved, and is no longer exclusively available to the Developer.
- v. Should another large user request a substantial amount of PE within the service area, then the Developer or its successor has 60 days to formally acquire any remaining PE desired, up to the remaining reserved PE by payment of connection fees in effect at the time of the purchase, or the Reservation is rescinded.
- vi. Should incremental development and connections in the service area, or if any other material changes occurred, such as equipment failures, regulatory changes, etc., the District shall give a 60-day notice to the Developer during which time they could pay for any needed reserved PE to gain "ownership" of that PE. Any reserved PE not paid for after that 60-day notice would be no longer "reserved".
- vii. The District reserves the right to propose additional amendments to the IGA as it sees necessary at the time of the amendment to the IGA.
- viii. Nothing herein shall affect the remaining terms of the Agreement, which, unless modified herein shall remain in full force and effect.

ARTICLE II

1. Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid; or (b) delivered, in each case, to the Village and the City at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- | | |
|-------------------------|--|
| (a) if to the Village: | Village Administrator
28874 Illinois Route 120
Lakemoor, IL 60051 |
| (b) if to NMWRD: | District Manager
P.O. Box 240
113 Timber Trail
Island Lake, IL 60042 |
| (c) Copy of notices to: | Woodman's Food Markets, Inc.
2631 Liberty Lane
Janesville, WI 53545
Attn: Clint Woodman, Vice President |

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

2. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

3. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by both the Village and NMWRD.

4. Breach and Right to Cure. Should either party cause unreasonable delay or fail to take action when such action is required hereunder, that party shall be in breach of this Agreement. Upon any such breach, the non-breaching party shall give written notice of such breach and the demand for such action as would cure such breach. The party receiving such notice shall have 14 days to take action to cure the breach. Upon failure of the breaching party to cure the breach within a commercially reasonable time, the non-breaching party shall be entitled to bring suit to enforce the respective rights under this Agreement. In the event that either Party hereto is found to be in willful violation of their obligations hereunder, the non-breaching party shall be entitled to all actual damages, including legal costs and attorneys' fees.

5. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

6. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by both the Village and NMWRD and shall be and remain in full force and effect thereafter unless otherwise terminated by mutual consent of the Parties or by operation of law.

7. Superseding Terms. This document represents and Addendum to the IGA between the parties. Any term of the IGA not expressly modified by this Addendum shall remain in full force and effect. The specific terms of the Addendum supersede and modify the original terms of the IGA and shall control in the case of any conflict.

8. Venue and Fees. The proper jurisdiction for any suits arising out of this Agreement shall be the Circuit Court of McHenry County, Illinois. If either party shall file suit in an effort to enforce its rights or benefits under this Agreement and obtains a judgment for same, the non-prevailing party shall be liable for the prevailing party's court costs and fees, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Village and NMWRD have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF LAKEMOOR

NORTHERN MORAINÉ WASTEWATER
RECLAMATION DISTRICT

By: _____
Colin McIntyre, Village President

By: _____
Kenneth A. Michaels, Jr, President

[seal]

[seal]

ATTEST:

ATTEST:

Village Clerk

District Clerk

Date: _____, 2020

Date: _____, 2020



AGENDA ITEM # 11E

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Resolution on Trustee Compensation pursuant to Sanitary District Act of 1917
<u>Staff Recommendation:</u>	Approve a Resolution setting forth the Compensation for the District Board of Trustees.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

The Sanitary District Act of 1917 sets forth a maximum compensation for Trustees of \$6,000 per annum. This equates to \$500 per month per Trustee. Currently, our board is one of the lowest compensated sanitary district boards in the state of Illinois. In a 2022 IAWA Wage & Benefit survey we were the lowest of 19 surveyed sanitary districts. The majority of districts compensated Trustees at the full amount of \$6,000 per annum. This maximum compensation number that has not been adjusted in the Sanitary District Act for many years so some districts have created separate local board of improvements or provided other benefits to Trustees to attract qualified Trustees to the board.

At the request of our Board, we looked at our current compensation and related time allocation by the Board President and have proposed the following adjustments and timing.

President to \$500 per month, beginning May 1, 2023
Trustees to \$350 per month, beginning May 1, 2024

The delayed adoption of the Trustee adjustment ensures that all current Trustees would receive their adjustments at the same time and considers seniority. The attached resolution is in line with the requirements of the Sanitary District Act, which among other things, does not allow for adjustment for compensation for someone in their current term. The attached confidential memo by our attorney further explains the rationale.

Recommendation:

District Staff recommends approving a Resolution setting forth the Compensation for the District Board of Trustees.

Votes Required to Pass:

Simple Majority, via a roll call vote



NORTHERN MORAINÉ WATER RECLAMATION DISTRICT

RESOLUTION NO. _____

**RESOLUTION SETTING FORTH THE
COMPENSATION FOR THE DISTRICT BOARD OF TRUSTEES**

WHEREAS, the Northern Moraine Wastewater Reclamation District (the “***District***”) is a sanitary district operating pursuant to the authority set forth in the Illinois Sanitary District Act of 1917, 70 ILCS 2405 (the “***Act***”); and

WHEREAS, Section 4 of the Act, 70 ILCS 2405/4, provides that the District Board of Trustees (“***Board of Trustees***”) may prescribe the duties and fix the compensation of all the District’s officers and employees, with no trustee on the Board of Trustees (“***Trustee***”) receiving more than \$6,000.00 per year; and

WHEREAS, currently the District compensates the President of the Board of Trustees as set forth in the following table:

Position	Monthly Compensation
President	\$350.00
Trustee	\$200.00

WHEREAS, having considered the time required to serve the District and increases in the cost of living, the Board of Trustees of the District has determined that it is in the best interests of the District and its residents to adjust the compensation of officers and Trustees of the District, as hereinafter set forth; and

WHEREAS, consistent with Article VII, Section 9(b) of the Illinois Constitution, the adjustments in compensation hereinafter set forth shall not take effect during any current term of any member of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Northern Moraine Wastewater Reclamation District, Lake and McHenry Counties, Illinois, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution by this reference.

SECTION TWO: District Board's Compensation.

(a) Subject to Section 2(c) of this Resolution, the member of the Board of Trustees serving as President shall be paid \$350.00 per month to and through 30 April 2023; thereafter the member of the Board of Trustees serving as President shall be paid \$500.00 per month.

(b) Subject to Section 2(c) of this Resolution, Trustees on the Board of Trustees shall be paid \$200.00 per month to and through 30 April 2024; thereafter the Trustees on the Board of Trustees shall be paid \$350.00 per month.

(c) No adjustment in compensation for any member of the Board of Trustees shall take effect until after the expiration of the current term of such member of the Board of Trustees, in accordance with the requirements of Article VII, Section 9(b) of the Illinois Constitution.

SECTION THREE: Effective Date. This Resolution shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2023.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this ____ day of _____, 2023.

District President

ATTEST:

District Clerk



NORTHERN MORaine W R D

AGENDA ITEM # 11F

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Agreement with Bartlett Durand for Nutrient Trading Consulting
<u>Staff Recommendation:</u>	Approve an Agreement with Bartlett Durand for Consulting and Negotiation Services regarding Nutrient Trading for Phosphorus and Nitrogen.
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

For the past several months, I have been working with Bartlett Durand and the Sand County Foundation on a pilot concept of Nutrient Trading with Agricultural entities in our watershed. The concept has been embraced by IEPA and they are looking at our pilot very favorably and the first of it's kind in Illinois. Similar programs are already in place in Iowa and to some extent in Wisconsin. My entire coordination of this work has been limited to Bartlett Durand and IEPA staff. I have never worked with or interacted with anyone else from Sand County Foundation.

In late March, I received notice from Bartlett that he had been let go by Sand County Foundation. I anticipate this is because grant funding dried up for this concept. As a result of this, our work on the pilot and corresponding Memorandum of Understanding with IEPA is at a point where it could dismantle. We have made significant progress with IEPA and are very close to the finish line on getting the MOU completed and the pilot started. In discussing a path forward with Bartlett and IEPA, I believe the District could retain Bartlett to work on this on a consulting basis for the next 3 months to get the work completed. Future coordination after the MOU is in place, could be coordinated by Sand County Foundation or another entity such as IEPA or another association. To this end, I have obtained a proposal from Bartlett to do this for the next 3 months at the rate of \$2,000 per month.

There are significant benefits to establishing a nutrient trading program, the biggest is that it could defer or eliminate a capital project that was estimated in our March 2020 Phosphorus Feasibility study to cost \$5,500,000 to get phosphorus to less than 0.5 mg/L in our effluent. Our current NPDES permit requires us to do this by 2030. I believe that our Nutrient Trading option will either allow us to defer this cost, or eliminate it if we can show that trading is a viable and environmentally beneficial activity for the watershed.

Recommendation:

District Staff recommends entering into an agreement with Bartlett Durand for Nutrient Trading Consulting Services for 90 days at the rate of \$2,000 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 to Authorize the District Manager's to enter into
an Agreement between the Northern Moraine Wastewater Reclamation District and Bartlett
Durand for a 90 day period for Nutrient Trading Consulting.

DATED this 20th day of April, 2023

NORTHERN MORaine WASTEWATER
RECLAMATION DISTRICT, an
Illinois Municipal Corporation,

By: _____
PRESIDENT

SEAL

ATTEST

DISTRICT CLERK

KEMPER BARTLETT DURAND, JR.

608.333.1251

bartlett.durand@me.com

2515 Sand Pearl Trail
Middleton, WI 53562

Mohammed Haque
District Manager
Northern Moraine WRD
420 Timber Trail
Island Lake, IL 60042

Re: Water Quality Trading Pilot Program

Mr. Haque,

We have been working with the Illinois EPA to pilot a water quality trading program in Illinois based on a model I began in Iowa. It has been a long three year process working through the various bureaucratic hurdles, but as you well know we are very close to the end. I believe, as I think you do, that the IL-EPA is prepared to approve this pilot program to allow you to focus on your watershed for nutrient reduction requirements instead of rebuilding your plant, adding tertiary treatment, or using chemical additives.

Unfortunately, my time with the Sand County Foundation has ended so I am no longer grant-funded so cannot continue working with you without charge. I propose that we enter into a short-term consulting agreement to finish this work.

I am an attorney and business consultant and normally charge \$350/hour for this type of work. However, so much of the work has been completed and we are into final negotiations, that I am comfortable working with you on a three-month, flat-fee contract of \$2,000 per month plus actual expenses incurred for necessary travel to meetings with you or the IL-EPA.

Term: Three months (April 15, 2023 to July 15, 2023)

Cost: \$2,000 per month, plus actual travel expenses.

Scope of work: Continue negotiations with the IL-EPA, EPA Region V, and any other groups required to approve or support the project. Engage with your attorneys when appropriate to ensure that they are comfortable with the legal terms of any agreement.

If you have any questions about the work, the overall project, or wish to discuss how to encourage the wider adoption of these practices, please give me a call or email me.

Warmest regards,

Bartlett

K. Bartlett Durand, Jr.

Attachment: resume

Approved by: _____
Mohammed Haque

Date: _____

KEMPER BARTLETT DURAND, JR.

608.333.1251

bartlett.durand@me.com

2515 Sand Pearl Trail

Middleton, WI 53562

A creative executive and attorney with over twenty years of high level achievements in multiple fields. Background encompasses a broad range of strategic visioning, organizational building, practical legal experience, community engagement, and overall leadership. Highly detailed in all endeavors with a high level of work product obtained with extreme time/cost efficiency.

High level of professionalism

Efficient in work product

Initiative and drive

Creative problem solving

Public speaking and instruction

Collaboration and team building

Management of multiple projects

Sound judgment and strategic thinking

Rigorous research to support projects

Detailed in goal setting and practice

SUMMARY OF EXPERIENCE

- law degree, summa cum laud, and business consultant for start ups
 - Policy development and implementation (water quality partnerships)
 - grant writer (VAPG, RCPP, CIG, LFPP, FPEP; private foundations)
 - business advisor with extensive experience in developing business plans, marketing plans, and feasibility studies
 - founder of Slow Money Wisconsin (nonprofit developing community investing)
 - wide range of work with building community-based businesses, including
 - Otter Creek Organic Farm (2008 Organic Farm of the Year)
 - NRCS/Equip and other environmental farm programs
 - Black Earth Meats (<https://vimeo.com/35953300>)
 - Climate Quest - UW Madison climate change challenge (grassfed beef program)
 - Midwestern Bio-Ag (corp. counsel and familial connections)
 - The Conscious Carnivore (Madison butcher shop)
 - Pew Charitable Trust - antibiotic resistance program
 - Environmental Defense Fund - sustainable farm initiative / lobby day
 - entrepreneurial background centered on agricultural systems — started and ran Black Earth Meats and the Otter Creek Organic Farm artisan cheese business, and continues to run The Conscious Carnivore, while also working as a grant writer and consultant for farmers doing value added programs.
-

PROFESSIONAL CAREER

Director, Water Quality Partnerships (2019 to present)

Sand County Foundation and Environmental Policy & Innovation Center

Dually-housed between a policy organization and farm conservation foundation, created a new program for midwestern cities to meet their regulatory permits by partnering with farmers for water quality efforts. Required new legal/technical approaches, extensive negotiation and community building, and socialization of the concept. Program grew over 3 years from an idea to multiple new legal agreements, widespread acceptance of the concept, and millions of dollars in new funding for watershed-based work.
www.sandcountyfoundation.org/watersheds

Contract Attorney (2016 to 2019)

Sweet DeMarb, LLC and Steinhilber Swanson, LLP

Attorney with boutique firm with a focus on high level Chapter 11 bankruptcies and financially distressed businesses. Personal practice in transactions, business advising, and business litigation.

Business Manager (2015 to present)

Good Meats LLC (dba The Conscious Carnivore)

Madison, Wisconsin whole animal butcher shop linking local farms with retail consumers. Focus on humane handling, direct sourcing, and antibiotic free, grass-fed meats.

Owner and Managing Member (2008-2015)

Black Earth Meat Market, LLC

Grew meat processor's business 20x, with conversion from State inspected to USDA-FSIS Inspection, focus on niche processing, and humane handling.

- Prepared thorough business plans and pro formas;
- Arranged for \$1.9M in financing through two separate banks, USDA and outside investors;
- Managed regulatory transition from State to Federal Inspection, including the creation of multiple new HACCP plans;
- Extensive training of staff in regulations, document management and humane handling (practices); growing staff from four FTE to forty-nine.
- Drafting and implementation of policies, procedures and protocols;
- Extensive, innovative marketing and public relations.

Attorney and Business Consultant (2006 to present)

Part-time private practice in general litigation, business counsel and consulting.

Representative cases and responsibilities:

- contract analysis for mid-sized agricultural firm;
- grant writing and ongoing consulting for small, food-based businesses;
- mediation and negotiation co-counsel for multiparty, multi-jurisdictional litigation.

Attorney (2002 to 2009)

Bickerton Saunders Dang & Sullivan

Litigation firm specializing in highly complex plaintiffs' cases, business transactions, and constitutional issues.

Simons & Ichinose

Honolulu's premier plaintiffs' firm focused on discrimination and employee rights.

EDUCATION and HONORS

Juris Doctor

William S. Richardson School of Law (The University of Hawaii), *summa cum laude* (3rd in class)

- Law School Award for Academic Excellence;
- Hawaii Law Review and Asian Pacific Law & Policy Journal (Editor);
- CALI Excellence for the Future Awards: Criminal Justice; Advanced Torts; Civil Rights; Professional Responsibility; Advanced Civil Procedure;
- Rush Moore Craven Sutton Morry and Beh Award for Excellence in Torts;
- Phi Delta Phi Professional Responsibility Award;
- Corpus Juris Secundum Award: Criminal Justice; Advanced Torts;
- ATLA Trial Advocacy Scholarship;
- Best Oralist; Appellate Advocacy;
- Member, American Inn of Court.

Bachelor of Arts

University of Wisconsin; Madison, Wisconsin

G. Lane Ware Leadership Academy

State Bar Association; Madison, Wisconsin

COMMUNITY ENGAGEMENT and NONPROFIT WORK

- Certificate of Service, State of Hawaii Judiciary (1999, 2000, 2001)
- Member, "Mayor's Vision 2000 Planning Process" (Honolulu, 1998-2000)
- Board Member, Honolulu Diamond Sangha (Honolulu, 1998-2000; chair 1999)
- Badger Bioneer [Sustain Dane Award] (Madison, 2010)
- Institutional Food Market Coalition, Founding Advisor (Dane County, 2009 to present)
- Seeding Slow Money, Founder (Madison, 2009 to present)
- Middleton High School, Math Tutor (2012, 2013)
- Lobbyist, Pew Charitable Trust Campaign to Save Antibiotics 2012-2014)
- Community Organizer, Support our Schools (Middleton, 2017)
- BSA Committee Member and Assistant Scoutmaster (2012 to present)
- Certificate of Appreciation, Wisconsin Bar Association (2018, 2019, 2021)
- Elected to Board of Directors of the Environmental Law Section, Wisconsin Bar Association
- 2020 "Good Neighbor" award, Middleton, Wisconsin

PUBLICATIONS and COURSE INSTRUCTION

- Hawaii Law Review: *International Paper v NLRB: An Undiscovered Weapon for Union Busting*
 - *International ADR Conference*; Organizer and Director (Honolulu, 2001)
 - A Foreperson Speaks, Hawaii Bar Journal (September 2001)
Reprinted in Memphis Lawyer (March/April 2002)
 - Essential Litigation Skills for Hawaii Paralegals - Instructor (January 2002)
 - Midwest Value Added Producer Conference - Instructor (2011, 2012)
 - Grassworks Grazing Conference - Instructor (2014)
 - Counselor: Heal Thyself, Wisconsin Lawyer (July 2016)
 - Ongoing columnist for The Middleton Times-Tribune
 - Making Conservation Conventional: Perspectives from a behavioral design process with farmers in the midwest (2021)
-

References available upon request.



NORTHERN MORaine **W R D**

AGENDA ITEM # 11G

<u>Meeting Date:</u>	April 20, 2023
<u>Item:</u>	Authorization to Dispose of Records per State
<u>Staff Recommendation:</u>	Motion to Approve the Initiation of the Records Disposal Process for those items listed on Application No. 05:289
<u>Staff Contact:</u>	Mohammed M. Haque, District Manager

Background:

Pursuant to state statutes covering the disposal of local records, the District is required to obtain approval from the Local Records Commission prior to disposing of any records. The original application for the District was approved on November 1, 2005 as Application No. 05:289. Each year, we complete a purge of records in compliance with that original application and fill out a Records Disposal Certificate that is sent in to the Local Records Commission. Attached is the completed Records Disposal Certificate listing those documents that we no longer need to retain. The Local Records Commission will review this certificate and will then send us an approved certificate. At that point we can then dispose of the records listed in the attached.

Recommendation:

It is the recommendation of the District Manager to approval the disposal of those records listed. Upon receipt of approval from the Local Records Commission, the records listed with be properly destroyed and disposed of.

Votes Required to Pass:

Simple Majority



RECORDS DISPOSAL CERTIFICATE

TO: Local Records Commission
Margaret Cross Norton Building
Springfield, IL 62756
217-782-7075

Directions:

1. Fill in all blanks and columns.
2. Application item numbers must be listed in numerical order.
3. Record series titles must be listed as they appear on application.
4. Sign and send certificate to above address sixty (60) days prior to disposal date.
5. Retain records until approved copy is returned.
6. This form can be found online at <http://www.cyberdriveillinois.com/>.

APPLICATION #: _____

COUNTY: _____

FROM: _____
(Agency Division)

ADDRESS: _____
(Street, P.O. Box)

(City, ZIP Code)

CONTACT TELEPHONE: (_____) _____

CONTACT EMAIL: _____

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES (MONTH/YEAR)	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
			Total Volume from all pages Cu. Ft. _____ MB/GB _____

If any of the above records are microfilmed, I hereby certify that they have been reproduced in compliance with standards given in Sections 4000.50 and 4500.50 of the Regulations of the Local Records Commissions.

If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

I hereby certify that, in compliance with authorization received from the Local Records Commission, the records listed above will be disposed of on or after:

Date

Approved by ILSOS

Signature

Date

Print name and title on line above

Prepared by: _____

(Signature required only if records have been microfilmed or digitized)

**RECORDS DISPOSAL CERTIFICATE
SUPPLEMENTAL PAGE**

Page_____of_____

APPLICATION NO.: _____

COUNTY: _____

FROM: _____

(Agency, Division)

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES	VOLUME OF RECORDS (Cu. Ft. or MB/GB)

Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of April 18, 2023

	Type	Date	Num	Due Date	Open Balance
ACE HARDWARE OF LIBERTYVILLE INC					
	Bill	03/20/2023	111181/8	04/19/2023	79.13
	Bill	03/24/2023	111231/8	04/23/2023	16.19
	Bill	03/27/2023	111255/8	04/26/2023	40.99
	Bill	03/29/2023	111284/8	04/28/2023	45.81
	Bill	04/03/2023	111341/8	05/03/2023	75.56
Total ACE HARDWARE OF LIBERTYVILLE INC					257.68
AEP ENERGY					
	Bill	03/21/2023	3014418075 - March	03/21/2023	113.86
	Bill	03/21/2023	3014418020 - March	03/21/2023	409.02
	Bill	03/21/2023	3014417951 - March	03/21/2023	320.81
	Bill	03/21/2023	3014417917 - March	03/21/2023	147.06
	Bill	03/21/2023	3014417995 - March	03/21/2023	153.50
	Bill	03/21/2023	3014417973 - March	03/21/2023	69.99
	Bill	03/21/2023	3014417984 - March	03/21/2023	118.81
	Bill	03/21/2023	3014417849 - March	03/21/2023	10,348.39
	Bill	03/21/2023	3014418064 - March	03/21/2023	287.98
	Bill	03/21/2023	3014418053 - March	03/21/2023	39.00
	Bill	03/21/2023	3014417962 - March	03/21/2023	46.61
	Bill	03/21/2023	3014418031 - March	03/21/2023	170.30
	Bill	03/22/2023	3014417861 - March	03/22/2023	120.83
	Bill	03/23/2023	3014418042 - March	03/23/2023	273.16
	Bill	03/23/2023	3014417940 - March	03/23/2023	158.47
	Bill	03/23/2023	3014417939 - March	03/23/2023	86.07
	Bill	03/23/2023	3014417872 - March	03/23/2023	104.43
	Bill	03/23/2023	3014417883 - March	03/23/2023	77.00
	Bill	03/23/2023	3014417906 - March	03/23/2023	431.76
	Bill	03/23/2023	3014417850 - March	03/23/2023	91.31
	Bill	03/23/2023	3014417894 - March	03/23/2023	41.15
	Bill	03/23/2023	3014417928 - March	03/23/2023	222.50
	Bill	03/27/2023	3014418086 - March	03/27/2023	147.19
Total AEP ENERGY					13,979.20
ALARM DETECTION SYSTEMS, INC					
	Bill	03/24/2023	SI-590008	03/24/2023	327.50
Total ALARM DETECTION SYSTEMS, INC					327.50
AMAZON CAPITAL SERVICES					
	Bill	03/15/2023	1NXM-QR4H-CWKQ	04/14/2023	109.95
	Bill	03/16/2023	17QG-FTLK-FGCG	04/15/2023	979.93
	Bill	03/17/2023	16N3-CKPP-3W1L	04/16/2023	42.88
	Bill	03/17/2023	1TDN-H1JD-3PNX	04/16/2023	38.94
	Bill	03/17/2023	18QW-VXL3-93K9	04/16/2023	39.58
	Bill	03/17/2023	1VMP-7LRV-674J	04/16/2023	68.99
	Bill	03/19/2023	1QM9-G3YD-FN79	04/18/2023	10.49
	Bill	03/20/2023	1RWV-WRV3-MQQY	04/19/2023	85.53
	Bill	03/20/2023	1313-1DQC-LF69	04/19/2023	80.98
	Bill	03/23/2023	1F9H-WCN1-3VLJ	04/22/2023	208.95
	Bill	03/28/2023	13KD-VTDW-WPCQ	04/27/2023	13.89
	Bill	03/28/2023	1MVN-JN7Y-X7TM	04/27/2023	33.98
	Bill	03/28/2023	1WPD-7YWW-WY9F	04/27/2023	10.99
	Bill	03/28/2023	1C9J-KMNK-1XP7	04/27/2023	345.81
	Bill	03/29/2023	1XML-NC7P-44Q4	04/28/2023	62.62
	Bill	03/30/2023	1LNT-GXQK-4949	04/29/2023	97.47
	Bill	03/30/2023	14VD-6HRF-3QJP	04/29/2023	13.99
	Bill	04/04/2023	1FTR-617D-7J VX	05/04/2023	78.99
	Bill	04/05/2023	1LRQ-L74D-DGRY	05/05/2023	14.99
	Bill	04/06/2023	1N19-MQKH-4JHF	05/06/2023	29.99
	Bill	04/07/2023	1JWQ-4WF1-7F7F	05/07/2023	231.58
	Bill	04/10/2023	1G9G-R4YJ-3M7T	05/10/2023	39.94
	Bill	04/11/2023	1JY4-4977-4D34	05/11/2023	944.37
	Bill	04/17/2023	113H-7WFW-1PTJ	05/17/2023	414.99
	Bill	04/17/2023	1CL9-VWR1-36TJ	05/17/2023	22.98

Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of April 18, 2023

	Type	Date	Num	Due Date	Open Balance
Total AMAZON CAPITAL SERVICES	Bill	04/18/2023	1MCQ-NG6W-3YCW	05/18/2023	24.93
ARS CONTRACTING, INC					4,047.73
Total ARS CONTRACTING, INC	Bill	03/16/2023	9713	04/15/2023	12,850.00
AT&T					12,850.00
	Credit	03/28/2023	815344832603		-558.43
	Bill	03/28/2023	815344962203	03/28/2023	97.55
	Bill	03/28/2023	815578965804	03/28/2023	96.19
	Bill	04/04/2023	815 759-8923 04	04/04/2023	96.80
	Bill	04/04/2023	815363796804	04/04/2023	97.65
	Bill	04/10/2023	847 526-5817 289 9	04/10/2023	126.79
	Bill	04/10/2023	847 526-8907 654 9	04/10/2023	126.79
	Bill	04/10/2023	847 526-9151 438 8	04/10/2023	126.79
	Bill	04/10/2023	847 526-9751 057 0	04/10/2023	126.79
Total AT&T					336.92
BADGER CDL TESTING					
	Bill	11/25/2022	128012	11/25/2022	2,800.00
Total BADGER CDL TESTING					2,800.00
BITSPEED CONSULTING, INC					
	Bill	03/31/2023	12123	04/30/2023	508.00
Total BITSPEED CONSULTING, INC					508.00
BLUECROSS BLUESHIELD OF ILLINOIS					
	Bill	03/20/2023	April Statement	03/20/2023	165.08
Total BLUECROSS BLUESHIELD OF ILLINOIS					165.08
BP					
	Bill	04/04/2023	64157931	04/04/2023	382.46
Total BP					382.46
BRUNN, TIMOTHY R					
	Bill	04/11/2023	Reg Mtg. 04.11.2023	04/11/2023	200.00
Total BRUNN, TIMOTHY R					200.00
BUONA BEEF					
	Credit	04/18/2023		04/30/2023	24,199.50
Total BUONA BEEF					24,199.50
CARETINA TELLEZ					
	Bill	04/11/2023	Reg Mtg. 04.11.2023	04/11/2023	200.00
Total CARETINA TELLEZ					200.00
CENTRISYS CORPORATION					
	Bill	03/21/2023	PSI-30683	03/21/2023	7,115.09
Total CENTRISYS CORPORATION					7,115.09
CERTIFIED BALANCE & SCALE					
	Bill	03/29/2023	25549	04/28/2023	198.00
	Bill	03/30/2023	25551	04/29/2023	196.00
Total CERTIFIED BALANCE & SCALE					394.00
CHASE BANK					
	Bill	03/03/2023	0000000573	03/03/2023	429,997.00
Total CHASE BANK					429,997.00
CHEMTRADE CHEMICALS CORPORATION					
	Bill	03/16/2023	93512436	03/16/2023	8,586.18
Total CHEMTRADE CHEMICALS CORPORATION					8,586.18
COM ED					
	Bill	03/28/2023	5798009010	05/27/2023	384.57
Total COM ED					384.57
CONTINENTAL UTILITY SOLUTIONS, INC.					
	Bill	04/04/2023	R14247	05/04/2023	863.00
	Bill	04/14/2023	Qcj230414083432	05/14/2023	50.00
Total CONTINENTAL UTILITY SOLUTIONS, INC.					913.00
CUMMINS SALES AND SERVICE					
	Bill	03/22/2023	E3-30122	03/22/2023	3,205.15
	Bill	03/22/2023	E3-30123	03/22/2023	3,205.15
Total CUMMINS SALES AND SERVICE					6,410.30

Northern Moraine Wastewater Reclamation District

Unpaid Bills

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	Type	Date	Num	Due Date	Open Balance
DOC'S DUMSPTERS, INC.					
	Bill	03/24/2023	22502	03/24/2023	450.00
Total DOC'S DUMSPTERS, INC.					450.00
EMILY LECUYER					
	Bill	03/27/2023	REIMBURSEMENT	03/27/2023	118.49
Total EMILY LECUYER					118.49
EUROFINS TESTAMERICA					
	Bill	04/10/2023	1600026530	04/10/2023	307.50
Total EUROFINS TESTAMERICA					307.50
FEHR GRAHAM					
	Bill	02/28/2023	113947	03/30/2023	2,748.00
Total FEHR GRAHAM					2,748.00
FILIPPINI LAW FIRM, LLP					
	General Journal	04/30/2022	2022 MMH138		7,461.00
Total FILIPPINI LAW FIRM, LLP					7,461.00
FOX VALLEY FIRE & SAFETY CO					
	Bill	04/10/2023	IN00593562	04/10/2023	95.95
Total FOX VALLEY FIRE & SAFETY CO					95.95
GACRUX					
	Bill	04/05/2023	2772	05/05/2023	750.00
Total GACRUX					750.00
GAZELLE PROCESS & INVESTIGATIONS, PLLC					
	Bill	03/19/2023	8566507	03/19/2023	85.00
	Bill	03/20/2023	8566525	03/20/2023	85.00
	Bill	03/21/2023	8566438	03/21/2023	85.00
	Bill	03/21/2023	8566450	03/21/2023	85.00
	Bill	03/21/2023	8566484	03/21/2023	85.00
	Bill	03/21/2023	8566502	03/21/2023	85.00
Total GAZELLE PROCESS & INVESTIGATIONS, PLLC					510.00
ILLINOIS ASSOCIATION OF WASTEWATER AGENCY					
	Bill	04/12/2023	REG FORM	04/12/2023	60.00
Total ILLINOIS ASSOCIATION OF WASTEWATER AGENCY					60.00
ISOLVED BENEFIT SERVICES					
	Bill	04/09/2023	I127512092	04/09/2023	82.69
Total ISOLVED BENEFIT SERVICES					82.69
JAMES MANGUM					
	Bill	04/17/2023	APR '23 REIMBUSEME	04/17/2023	200.00
Total JAMES MANGUM					200.00
JOSEPH D FOREMAN & CO					
	Bill	03/13/2023	332342	04/12/2023	12.00
Total JOSEPH D FOREMAN & CO					12.00
LIBERTY MUTUAL INSURANCE COMPANY					
	Bill	03/30/2023	404007785	03/30/2023	100.00
Total LIBERTY MUTUAL INSURANCE COMPANY					100.00
MAC STRATEGIES GROUP, INC.					
	Bill	04/04/2023	4414	04/04/2023	2,000.00
Total MAC STRATEGIES GROUP, INC.					2,000.00
McGILVRA ELECTRIC					
	Bill	03/29/2023	96962	04/28/2023	408.03
	Bill	03/30/2023	96963	04/29/2023	272.50
	Bill	03/30/2023	96999	04/29/2023	3,197.91
Total McGILVRA ELECTRIC					3,878.44
MCHENRY HEATING & AIR INC					
	Bill	11/14/2022	82062	12/14/2022	150.00
Total MCHENRY HEATING & AIR INC					150.00
MCMASTER CARR					
	Bill	04/04/2023	95611260	05/04/2023	62.04
Total MCMASTER CARR					62.04
MENARDS - FOX LAKE					
	Bill	03/15/2023	40439	04/14/2023	28.95
	Bill	04/04/2023	41920	05/04/2023	812.29

Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of April 18, 2023

	Type	Date	Num	Due Date	Open Balance
Total MENARDS - FOX LAKE					841.24
MICHAELS, KENNETH A					
	Bill	04/11/2023	Reg Mtg. 04.11.2023	04/11/2023	350.00
Total MICHAELS, KENNETH A					350.00
MIKE'S TOWING, INC					
	Bill	04/13/2023	1071198	05/13/2023	623.80
Total MIKE'S TOWING, INC					623.80
MINUTEMAN PRESS					
	Bill	03/16/2023	99200	03/16/2023	156.04
	Bill	03/30/2023	99315	03/30/2023	145.88
	Bill	04/04/2023	99338	04/04/2023	566.72
Total MINUTEMAN PRESS					868.64
MOHAMMED HAQUE					
	Bill	04/14/2023	REIMBURSEMENT	04/14/2023	587.99
	Bill	04/18/2023	MARCH '23 REIMBUSEME	04/18/2023	112.63
Total MOHAMMED HAQUE					700.62
NICOR GAS					
	Bill	03/13/2023	75-94-15-2793 1	03/13/2023	179.44
	Bill	03/13/2023	39-25-08-9552 9	03/13/2023	903.81
	Bill	03/13/2023	76-86-41-7910 6	03/13/2023	172.37
	Bill	03/13/2023	46-37-08-7812 9	03/13/2023	219.02
	Bill	03/13/2023	72-82-83-8859 4	03/13/2023	57.14
	Bill	03/13/2023	70-47-05-5332 5	03/13/2023	55.32
	Bill	03/14/2023	35-71-67-6191 7	03/14/2023	52.58
	Bill	03/14/2023	56-12-21-8263 9	03/14/2023	57.04
	Bill	03/15/2023	46-90-35-4491 7	03/15/2023	170.54
	Bill	04/11/2023	30-46-28-2620 4	04/11/2023	55.53
	Bill	04/11/2023	21-77-74-2310 0	04/11/2023	44.01
	Bill	04/11/2023	98-82-31-4996 2	04/11/2023	50.22
	Bill	04/11/2023	06-95-15-4737 8	04/11/2023	54.29
	Bill	04/11/2023	90-41-47-7663 4	04/11/2023	55.08
	Bill	04/11/2023	26-09-37-2242 4	04/11/2023	53.51
	Bill	04/11/2023	62-73-07-1850 9	04/11/2023	56.68
	Bill	04/12/2023	72-82-83-8859 4	04/12/2023	59.28
	Bill	04/12/2023	46-37-08-7812 9	04/12/2023	162.55
	Bill	04/12/2023	76-86-41-7910 6	04/12/2023	164.91
	Bill	04/12/2023	39-25-08-9552 9	04/12/2023	628.00
	Bill	04/12/2023	75-94-15-2793 1	04/12/2023	172.72
	Bill	04/12/2023	70-47-05-5332 5	04/12/2023	56.92
	Bill	04/13/2023	35-71-67-6191 7	04/13/2023	53.57
	Bill	04/13/2023	56-12-21-8263 9	04/13/2023	58.44
Total NICOR GAS					3,592.97
PACE ANALYTICAL SERVICES					
	Bill	03/16/2023	19549464	04/15/2023	165.50
Total PACE ANALYTICAL SERVICES					165.50
RAGLAND, JOHN R					
	Bill	04/11/2023	Reg Mtg. 04.11.2023	04/11/2023	200.00
Total RAGLAND, JOHN R					200.00
READY FRESH BY NESTLE					
	Bill	04/11/2023	03C0127320745	04/26/2023	63.05
Total READY FRESH BY NESTLE					63.05
SHAW MEDIA					
	Bill	03/31/2023	032310002435	04/30/2023	353.36
Total SHAW MEDIA					353.36
SUBURBAN LABORATORIES INC					
	Bill	03/29/2023	212583	04/28/2023	862.39
Total SUBURBAN LABORATORIES INC					862.39
THIRD MILLENNIUM ASSOCIATES INC					
	Bill	03/31/2023	28946	03/31/2023	2,194.80
Total THIRD MILLENNIUM ASSOCIATES INC					2,194.80
TRINE CONSTRUCTION CORP.					

Northern Moraine Wastewater Reclamation District

Unpaid Bills

As of April 18, 2023

	Type	Date	Num	Due Date	Open Balance
Total TRINE CONSTRUCTION CORP.	Bill	04/17/2023	11TH PAYMENT REQ	04/17/2023	506,438.30
TROTTER AND ASSOCIATES, INC					506,438.30
	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	31338	02/28/2023	4,256.25
	Bill	02/28/2023	21339	02/28/2023	5,034.00
	Bill	02/28/2023	21342	02/28/2023	6,248.00
Total TROTTER AND ASSOCIATES, INC					27,917.75
TRYON GOVERNMENTAL CONSULTING					
	Bill	12/27/2022	1341	01/26/2023	2,000.00
	Bill	03/15/2023	1375	04/14/2023	3,000.00
	Bill	03/30/2023	1380	04/29/2023	3,000.00
Total TRYON GOVERNMENTAL CONSULTING					8,000.00
USA BLUEBOOK					
	Bill	03/20/2023	303483	04/19/2023	782.28
	Bill	04/04/2023	320073	05/04/2023	543.49
	Bill	04/06/2023	322943	05/06/2023	270.34
	Bill	04/07/2023	324087	05/07/2023	765.16
Total USA BLUEBOOK					2,361.27
VERIZON					
	Bill	03/18/2023	9930411952	04/17/2023	4,490.89
Total VERIZON					4,490.89
VIKING CHEMICAL COMPANY					
	Bill	03/23/2023	143657	04/22/2023	1,402.50
	Bill	04/17/2023	144764	05/17/2023	1,402.50
Total VIKING CHEMICAL COMPANY					2,805.00
WASTE MANAGEMENT					
	Bill	04/05/2023	7156672-2013-4	05/05/2023	418.92
Total WASTE MANAGEMENT					418.92
WEX FLEET UNIVERSAL					
	Bill	03/23/2023	M232628	04/22/2023	215.05
Total WEX FLEET UNIVERSAL					215.05
TOTAL					1,096,503.87