



LAKE IN THE HILLS

SANITARY DISTRICT

515 PLUM STREET • LAKE IN THE HILLS IL 60156 • P: 847-658-5122 • F: 847-658-4523

AGENDA
REGULAR MEETING AND DECENNIAL COMMITTEE MEETING
OF THE BOARD OF TRUSTEES
February 15, 2024
7:00 p.m.

REGULAR MEETING OF THE BOARD OF TRUSTEES

Roll Call

Pledge of Allegiance

Approval of Minutes

Public Comments

Consent Agenda

- A. Approval of Task Order No. 24-01 in the amount of \$19,152 for Engineering Services related to the lining of VCP sewers tributary to the Dam Lift Station and Presidents Section.
- B. Approval of Materials Management Agreement between Synagro and Lake in the Hills Sanitary District.

Specific Agenda

Treasurer's Report

Approval of Bills

Grand total of all bills presented for approval is \$137,651.78 of which \$34,707.92 is from the Governmental Funds, \$102,943.86 is from the Operations and Maintenance Funds, \$0.00 is from the Construction Funds, and \$0.00 is from the Bond and Interest Funds.

Manager's Report

2023 Annual Manager's Report

Economic Interest Statements

Village of Lake in the Hills – Business License, Seawall, and Siren

Engineer's Report

Attorney's Report

Unfinished Business

New Business



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SANITARY DISTRICT

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New Business

Adjournment

DECENNIAL COMMITTEE MEETING

Roll Call

New Business

Public Comments and Survey

Adjournment

**Lake in the Hills Sanitary District
Board of Trustees Regular Meeting Minutes
January 18, 2024**

Roll Call:

The regular meeting was called to order by President Jessica Reed at 7:00pm at the Sanitary District offices located at 515 Plum Street. Roll call was answered by President Jessica Reed, Trustee Russ Ruzanski and Trustee Matt Irsay. Also in attendance at the Sanitary District offices were District Manager Tamara Mueller, District Engineer Bob Doeringsfeld of Applied Technologies, District Attorney Ann Williams of Storino, Ramello & Durkin and District Treasurer/Clerk Karen Thompson. Assistant District Manager Mike Nelson was absent.

Pledge of Allegiance

Approval of Minutes:

Motion was made by Trustee Irsay, seconded by Trustee Ruzanski, to approve the minutes of the Regular Board Meeting of December 21, 2023 as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Public Comments:

None.

Consent Agenda:

None.

Specific Agenda:

None.

Treasurer's Report:

District Treasurer presented final written copies of the December 2023 Treasurer's reports. She highlighted some of the receipts and expenses on each of the reports.

Motion was made by Trustee Irsay and seconded by President Ruzanski to approve the December 2023 Treasurer's reports as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Approval of Bills:

District Treasurer presented a list of bills for approval. She highlighted some of the bills that were atypical or higher than usual.

Motion was made by Trustee Ruzanski and seconded by Trustee Irsay to approve the List of Bills as presented. The total approved for payment is \$120,981.50 of which \$26,438.46 is from the Governmental Funds, \$94,543.04 is from the Operations and Maintenance Funds, \$0.00 is from the Construction Funds, and \$0.00 is from the Bond and Interest Funds.

The motion passed after a roll call vote; President Reed and Trustees Ruzanski and Irsay voted aye to approve the list of bills as presented.

**Lake in the Hills Sanitary District
Board of Trustees Regular Meeting Minutes
January 18, 2024**

Manager's Report:

District Manager presented a written copy of the December 2023 Manager's report and verbally provided some additional detail.

She highlighted the following items:

- There was 1 emergency call in December and it was a District issue. As far as we know there was no damage. The resident only called to report that their basement drains were not draining, but they never contacted us after or let us in to their home to investigate.
- Everything is ready to go on the new septic receiving station. We will have the drivers start using this on February 1st. For the first few months we will double check the automatically calculated amount against the numbers reported on the manifest to ensure accuracy. District Engineer asked if the existing meter was recalibrated. District Manager will verify, but she believes that the electrician did that.
- There have been no intruders since the new timer lights were installed.

Motion was made by Trustee Irsay, seconded by Trustee Ruzanski, to approve the December 2023 Manager's report as presented. On a roll call vote, President Reed and Trustees Ruzanski and Irsay voted aye.

Engineer's Report:

District Engineer Bob Doeringsfeld of Applied Technologies provided a written report and a verbal summary of some of the items that they are currently working on.

These projects are as follows:

1. McHenry County Division of Transportation (MCDOT) Randall Road Project – No updates.
2. District Sanitary Sewer Lining – This project (phase 1) is done and the final pay application was approved last month. The District Engineer is now working with District Staff regarding phase 2 of the sewer lining project which will be done in 2024. Once all of the details are agreed upon, they will present a task order so we can get ready to go out to bid.
3. Development Review - They worked on a development review for a new Starbucks at 4501 Algonquin Road.
4. ComEd Energy Efficiency Program – District Engineer was approved as an Industrial Service Provider and has started to inventory all of the District's equipment. Once that is done, they will determine how much energy is being used by each piece of equipment. This entire study will be paid for by ComEd. If they identify areas where there is room for additional energy savings, those ideas will be presented to the District for consideration. ComEd will incentivize the energy savings projects. The incentive is \$0.18 cents per kWh. Currently, the District uses almost 4 million kilowatt-hours per year.

Attorney's Report:

None.

**Lake in the Hills Sanitary District
Board of Trustees Regular Meeting Minutes
January 18, 2024**

Unfinished Business:

President Reed reminded everyone that in February we are scheduled to have another Decennial Committee meeting.

New Business:

District Manager reminded the Board that our contract with Synagro for sludge hauling expires March 31, 2024. District Manager has concerns that if we go to bid we may end up paying more for these services. She sought feedback from the Board regarding how we should proceed. The Board gave the impression that they would be okay with the Manager's decision on this.

Adjournment:

There being no further business to bring before the Board, Trustee Ruzanski made a motion to adjourn the meeting. Trustee Irsay seconded. The motion passed after a verbal vote. All Board members who were present voted aye.

The meeting was adjourned at 7:35pm.

Respectfully submitted,

KT

Karen Thompson,
District Clerk

APPROVED this _____ day of _____, 2024.

President Reed

Lake in the Hills Sanitary District TASK ORDER No. 24-01

Date: February 9, 2024 **Project No.:** _____ **LITHSD Project Manager:** Tamara Mueller

Project Name: District 2024 Sanitary Sewer Lining

ATI Point(s) of Contact: Bob Doeringsfeld

Project Description: District 2024 Sanitary Sewer Lining. Sanitary sewer lining of approximately 14,000 feet of 8-inch VCP gravity sewer with CIPP.

Scope of Services/Schedule: Engineering Services within Task Order No. 24-01 include preparation of plans and specifications and opinion of probable construction cost for a sanitary sewer lining in the Dam Lift Station area and the Presidents Section area. The Scope of Services shall include the following tasks:


1. Kick off Meeting.
2. Project Plans and Specifications Preparation.
3. District Review Meeting and comment incorporation.
4. Final Project Plans and Specifications Preparation.
5. Opinion of Probable Construction Cost
6. Bidding Assistance and Bid Review and Recommendation of Award

The following schedule is proposed for this Task Order:

- Project Kickoff – February 2024
- Final Project Plans and Specifications to the District – March 29, 2024
- Project Bidding – April 9, 2024, through May 7, 2024
- Project Award – May 2024 Board Meeting
- Construction – July 2024 to November 2024

Compensation: Total Compensation for this Task Order is \$19,152.
Services Provided Under Task Order No. 24-01 \$19,152

PROJECT APPROVAL

Applied Technologies, Inc.
Signature: 
Printed Name: Robert Doeringsfeld, P.E.
Title: District Engineer
Date: February 9, 2024

Accepted by Lake in the Hills Sanitary District
Signature: _____
Printed Name: _____
Title: _____
Date: _____



Materials Management Agreement

This Agreement made and entered into as of this 15th day of February 2024 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name Lake in the Hills Sanitary District			
	Street Address 515 Plum Street			
	City / Town Lake in the Hills	County McHenry	State IL	Zip Code 60156
C O N T R A C T O R	Synagro Legal Name Synagro Central, LLC			
	Street Address 435 Williams Court, Suite 100			
	City / Town Baltimore	State MD	Zip Code 21220	
T E R M	Commencement Date 2/15/24		Expiration Date 3/1/29	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name Tamara Mueller		Telephone # 847-658-5122	
	Street Number / P.O. Box 515 Plum Street		Fax #	
	Address		Contact Person Tamara Mueller	
			E-mail Address tmueller@lithsd.com	
	City / State Lake in the Hills, Illinois		Zip Code 60156	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Synagro to provide:

Biosolids management services that includes loading, transportation, land application or other beneficial reuse of customers biosolids production.

24-hour incorporation for land application

Maintain authorization and landowner agreements required to land application services.

Develop and implement monitoring, record keeping and reporting programs as required.

Provide Semi-annual and annual land application reports.

Owner to provide:

Provide Synagro with 100% of the annual volume of biosolids that meets all local, state and federal guidelines that are generated at the plant for off-site beneficial reuse.

Reasonable access to the owners biosolids storage building

Notify Synagro of any changes or conditions which could reasonably affect Synagro’s operation for land application.

Provide Synagro updated IEPA permits, and analytical data as needed.

Synagro and LITH agree to undertake good faith negotiation efforts in the event that LITH is able to remove from their land application permit the incorporation of Class B biosolids within 24 hours.

Customer Materials.

- Class B biosolids meeting land application regulations

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

- Biosolids currently stored in open air but covered storage.
- Synagro to load biosolids from storage area.

“Customer Facility(ies) ” shall mean the following locations where Customer Material(s) are generated or stored:

WWTP – 515 Plum Street Lake in the Hills, Illinois

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

\$33.95 per cubic yard, with 24-hour incorporation.

Synagro will load, transport and land apply biosolids.

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on March 1, 2025, based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for All Urban Areas – U.S. with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – PADD 2) is at, or exceeds, \$5.50 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – PADD 2 as published by the U.S. Department of Energy’s Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gal.	Fuel Surcharge Adjustment %
< \$ Base Price	None
Base Price to Base Price + \$.049	0.5%
Base Price + \$.05 to Base Price + \$.099	1.0%
Base Price + \$.10 to Base Price + .149	1.5%

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:
Base Price = \$5.50 / Gallon

Diesel Price \$/Gal.	(Note 1)	Fuel Surcharge Adjustment %
< \$5.50		None
\$5.51 to \$5.549		0.5%
\$5.55 to \$5.599		1.0%
\$5.60 to \$6.549		1.5%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement:
- A.** "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.
- B.** "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.
- C.** "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.
- D.** "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.
- E.** Agreement shall consist of the following documents which Customer acknowledges receiving copies of:
1. The Agreement
 2. Scope of Service and Price Appendix
 3. General Terms and Conditions
 4. Appendix A (Bid Submittal)
- F.** "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.
- G.** "Contractor Services" shall be those services described in Scope of Service and Price Appendix.
- H.** "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.
- I.** "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.
- J.** "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.
- K.** "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.
- L.** "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.
- M.** "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.
- N.** "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.
- O.** "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.
- P.** "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.
- Q.** "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.
2. **Additional Documents** – In addition to the items specified above in section E. 1-4, Any amendment, exhibit, change order or addendum to the Contract, written and signed by both parties shall become part of the Contract Agreement.
3. **Services.** Contractor shall provide Contractor Services to Customer.
4. **Price and Adjustments.**
- A.** The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.
- B.** Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.
- C.** Contractor shall be entitled to a price adjustment commensurate with changes to the Consumer Price Index (CPI) and local conditions impacting the contracted work being performed if Notice to Proceed (NTP) is not given within ninety (90) Days from receipt of the Notice of Award (NOA). Contractor shall be granted the right to adjust the price, every ninety (90) days thereafter, until NTP is given by the customer. All pricing adjustments resulting from the conditions of this section will be commensurate with the CPI as provided by the Bureau of Labor Statistics for the region of the work being performed, and do not alter, adjust or cancel any section of this agreement, other than the base pricing resulting from the adjusted CPI rates.
5. **Ownership of Materials.** Customer (City) shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.
6. **Rejection or Revocation of Acceptance of Materials.**
- A.** Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.
- B.** Within twenty-four- (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 15% of such costs and expenses.
- C.** Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.
7. **Change in Conditions Affecting Quality of Materials.** Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.
8. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months

after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii)

Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

C. Claims by Provider's Employees. As to any claim made against Synagro, Provider waives any insulation from liability or immunity from suit with respect to injuries to Provider's employees that may be extended to Provider as a result of any payments made by Provider to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Provider hereby indemnifies and holds harmless Synagro from and against any claims made by any of Provider's employees, contractors or representatives working in the course and scope of their employment by Provider unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Synagro. Synagro will be held harmless from any worker's compensation liens incurred from Provider's insurance carrier, third party administrator or self-administered, self-insured claims programs.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the

provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

20. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

21. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto.

22. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

23. No Third-Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third-party beneficiary to this Agreement.

24. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

25. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach. No course of conduct or series of dealings shall constitute a waiver hereunder.

26. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro - WWT Inc.
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

27. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

28. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor. Should changes in law occur which alter the regulatory requirements governing Hazardous Materials, PFAS/ PFOA's, or other 40 CFR 503 regulated substances, Customer agrees in advance to conform with the new requirements, regulatory standards, disposal limits and requirements, or provide compensation to the Contractor necessary to maintain compliance with the terms and conditions of this Agreement and all state, federal, local and, administrative law requirements.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to



Materials Management Agreement

its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

B. Industrial Residuals:

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

30. Ethics Reporting. In the event that you become aware of unethical or illegal behavior by any Synagro employee, please report such behavior to Synagro through its third-party hotline at 888-577-9486. Reports may be anonymous. You may also report it on-line at EthicsPoint - Synagro Technologies.

LAKE IN THE HILLS SANITARY DISTRICT
MONTHLY TREASURER REPORT - O&M/SEWERAGE FUNDS
 Month of January, 2024

		BANK BALS AT BEGINNING OF PRIOR MONTH	BANK BALS AT BEGINNING OF THE CURRENT MONTH	BANK BALS AT THE BEGINNING OF THE FY	
Beginning Cash and Investments					
First National Bank - O & M Account	O&M	1,028,591.19	820,599.63	998,491.34	
First National Bank - Depreciation Account	Construction	2,961,332.09	2,969,024.16	2,878,369.45	
First National Bank - Surplus Funds	Construction	28,874.76	18,076.35	15,634.43	
First National Bank - Bond & Interest Fund	Bond & Int	1,227,564.43	1,236,382.53	1,042,580.25	
First National Bank - Sinking Funds	Bond & Int	1,392,711.03	1,395,727.30	1,318,650.46	
Algonquin Bank & Trust - Cash Mgr	O&M	1,498,075.33	1,489,792.31	1,722,498.80	
Algonquin Bank & Trust - Operating	O&M	94.00	0.00	603.00	
Credit Cards		(3,143.84)	(817.89)	(1,278.68)	
TOTAL BEGINNING CASH AND INVESTMENTS		8,134,098.99	7,928,784.39	7,975,549.05	
SEWERAGE FUNDS					
		PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts					
Sewer Bill Income/User Charges		33,138.06	774,717.70	2,748,435.25	3,600,000.00
Septage Income		60,248.10	35,919.29	398,227.85	350,000.00
Wastewater Discharge Income		6,722.82	6,147.12	64,102.51	65,000.00
Customer Refunds		(18.00)	(2,247.79)	(7,833.55)	-
Connection/Tap-On Fees		-	-	10,400.00	100,000.00
Annexation Fees (inc. GIS)		-	-	-	5,000.00
Downstream & Misc Charges		-	-	-	500.00
Liftstation Recapture		-	-	-	-
Gain/Loss - Sale of Equipment		-	-	-	-
Rebates, Refunds or Grants Received		-	18,877.95	20,788.62	-
Interest Income		20,721.21	21,952.28	184,664.01	75,000.00
TOTAL REVENUES AND RECEIPTS		120,812.19	855,366.55	3,418,784.69	4,195,500.00
Expenditures					
PERSONNEL SERVICES					
District Personnel Salaries		79,921.14	57,166.40	529,198.18	730,000.00
ADMINISTRATIVE EXPENSES					
Telephone		150.98	152.18	1,808.09	3,000.00
Postage		5,215.83	117.00	18,139.50	27,500.00
Printing and Publications		-	-	701.68	2,000.00
Office Supplies		-	-	2,634.48	7,500.00
Billing and Collection Expenses		2,826.88	4,469.17	73,577.45	75,000.00
Professional Services		235.14	240.09	4,052.09	5,000.00
Training, Travel and Education		20.00	-	1,155.50	7,000.00
Computer Hardware, Software, and Support		772.47	4,312.17	14,985.85	25,000.00
Community Affairs		-	-	553.38	2,000.00
Medical and Life Insurance		24,213.77	26,022.76	202,948.50	275,000.00
		33,435.07	35,313.37	320,556.52	429,000.00
OPERATIONS AND MAINTENANCE					
Operating Supplies		7,467.76	2,726.53	37,563.59	60,000.00
Maintenance and Repair (Plant)		16,135.75	4,014.93	44,405.79	150,000.00
Maintenance and Repair (Collection Systems)		-	-	12,889.28	300,000.00

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Utilities and Energy	33,342.53	38,085.48	329,447.71	400,000.00
Grounds Upkeep	1,050.00	-	16,950.00	30,000.00
Gasoline/Oil	867.54	549.96	8,269.56	20,000.00
Computer and Support Services				2,000.00
Emergency Communications	1,000.00	509.00	11,021.41	15,000.00
Sludge Management	11,980.97	7,800.00	189,209.82	275,000.00
Professional Services	3,029.20	2,399.40	19,290.23	45,000.00
Residential Reimbursement	-	-	-	10,000.00
Compliance Requirements/Permits	-	-	12,500.00	30,000.00
GIS	-	-	-	10,000.00
	<u>74,873.75</u>	<u>56,085.30</u>	<u>681,547.39</u>	<u>1,347,000.00</u>
CAPITAL IMPROVEMENTS				
New Construction	106,440.32	-	888,941.41	1,500,000.00
Plant Equipment	-	-	144,821.89	500,000.00
Collection System	-	-	71,217.91	600,000.00
Vehicles	-	-	-	75,000.00
Legal Expense	-	-	-	5,000.00
Engineering Expense	1,210.00	-	76,462.00	200,000.00
Bond, Finance Consulting Expense	-	-	-	1,000.00
	<u>107,650.32</u>	<u>-</u>	<u>1,181,443.21</u>	<u>2,881,000.00</u>
BOND TRANSFERS				
Series 2014 Bond, Principal	-	-	-	125,000.00
Series 2014 Bond, Interest	-	-	47,493.75	95,000.00
Administration Fees - 2014 Series Bond	-	-	850.00	2,000.00
	<u>-</u>	<u>-</u>	<u>48,343.75</u>	<u>222,000.00</u>
CONTINGENT AND MISCELLANEOUS EXPENSES				
Not Otherwise Appropriated	-	-	5.64	3,000.00
	<u>-</u>	<u>-</u>	<u>5.64</u>	<u>3,000.00</u>
TOTAL EXPENDITURES	<u>295,880.28</u>	<u>148,565.07</u>	<u>2,761,094.69</u>	<u>5,612,000.00</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(175,068.09)</u>	<u>706,801.48</u>	<u>657,690.00</u>	<u>(1,416,500.00)</u>
	BANK BALS AT END OF THE PRIOR MONTH	BANK BALS AT END OF THE CURRENT MONTH	BANK BALS AT THE END OF MAY	
Ending Cash and Investments				
First National Bank - O & M Account	O&M	820,599.63	1,322,973.79	835,083.30
First National Bank - Depreciation Account	Construction	2,969,024.16	2,976,439.70	2,892,445.12
First National Bank - Surplus Funds	Construction	18,076.35	18,115.40	23,671.12
First National Bank - Bond & Interest Fund	Bond & Int	1,236,382.53	1,241,487.32	1,109,549.25
First National Bank - Sinking Fund	Bond & Int	1,395,727.30	1,398,741.84	1,334,882.74
Algonquin Bank & Trust - Cash Mgr.	O&M	1,489,792.31	1,676,965.21	1,608,193.26
Algonquin Bank & Trust - Operating	O&M	0.00	1,130.00	0.00
Credit Cards	O&M	(817.89)	(691.38)	(1,570.16)
TOTAL ENDING CASH AND INVESTMENTS		<u>7,928,784.39</u>	<u>8,635,161.88</u>	<u>7,802,254.63</u>
SEWERAGE FUNDS				

LAKE IN THE HILLS SANITARY DISTRICT
MONTHLY TREASURER REPORT - GOVERNMENTAL FUNDS
 Month of January, 2024

	BANK BAL AT BEGINNING OF PRIOR MONTH	BANK BAL AT BEGINNING OF THE CURRENT MONTH	BANK BAL AT THE BEGINNING OF THE FY
Beginning Cash and Investments			
First National Bank	\$ 1,566,153.90	\$ 1,517,488.26	\$ 1,224,840.52
Credit Cards	(30.00)	-	(676.43)
TOTAL BEGINNING CASH AND INVESTMENTS	1,566,123.90	1,517,488.26	1,224,164.09

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
Revenues and Receipts				
Real Estate Taxes				
General Fund	-	-	368,751.03	370,000.00
Audit Fund	-	-	11,966.47	12,000.00
Chlorination Fund	-	-	6,980.84	7,000.00
Liability Insurance Fund	-	-	74,745.54	75,000.00
Social Security Fund	-	-	64,782.48	65,000.00
Revenue Recapture Fund	-	-	885.31	-
Retirement Fund	-	-	154,477.40	155,000.00
Replacement Taxes	241.73	534.55	3,808.84	-
Rebates, Refunds or Grants Received	-	-	2,402.00	-
Interest Income	3,371.94	3,261.54	28,714.39	1,000.00
TOTAL REVENUES AND RECEIPTS	3,613.67	3,796.09	717,514.30	685,000.00

Expenditures

GENERAL FUND

PERSONNEL SERVICES

Salaries of Trustees, Manager, Treasurer & Clerk	20,622.01	16,885.67	153,062.74	220,000.00
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CONTRACTUAL SERVICES

Professional Engineering	3,060.00	680.00	22,888.00	65,000.00
Legal Services	612.40	659.51	5,125.72	25,000.00
Other Professional Services	-	-	1,950.00	5,000.00
	3,672.40	1,339.51	29,963.72	95,000.00

ADMINISTRATIVE EXPENSES

Printing, Publications	-	70.44	1,285.02	4,500.00
Office Supplies, Equipment	-	-	455.77	2,500.00
Postage	-	-	-	1,000.00
Treasurer's Bond	-	-	3,000.00	4,000.00
Community Affairs	-	-	-	1,000.00
Memberships and Dues	400.00	-	460.00	4,000.00
	400.00	70.44	5,200.79	17,000.00

OPERATING EXPENSES

Building and Grounds Upkeep	-	-	3,565.50	15,000.00
Utilities	2,638.39	-	11,107.01	55,000.00
J.U.L.I.E.	-	-	-	3,000.00
Training and Education	-	-	481.00	3,000.00
Travel Expenses	-	-	30.00	2,000.00
Computer Hardware, Software & Support	-	-	793.54	7,000.00
	2,638.39	-	15,977.05	85,000.00

	PRIOR MONTH	CURRENT MONTH	YTD	BUDGET
CONTINGENT AND MISCELLANEOUS EXPENSES				
Not Otherwise Appropriated	-	-	150.00	1,000.00
	-	-	150.00	1,000.00
TOTAL GENERAL FUND	27,332.80	18,295.62	204,354.30	418,000.00
CHLORINATION FUND	4,280.00	4,392.00	32,275.60	50,000.00
	4,280.00	4,392.00	32,275.60	50,000.00
AUDIT FUND	-	-	13,250.00	15,000.00
	-	-	13,250.00	15,000.00
PUBLIC LIABILITY INSURANCE FUND				
Workers' Compensation	-	-	8,940.00	25,000.00
Administrative Fee	-	-	268.00	1,000.00
Property	-	-	39,457.00	45,000.00
Vehicles	-	-	8,386.00	15,000.00
General Liability	-	-	16,597.00	74,000.00
	-	-	73,648.00	160,000.00
SOCIAL SECURITY FUND	7,691.57	5,664.98	52,192.99	75,000.00
IMRF FUND	12,944.94	8,778.80	81,804.55	155,000.00
OTHER EXPENDITURES (RECEIPTS)	-	-	-	-
TOTAL EXPENDITURES	52,249.31	37,131.40	457,525.44	873,000.00
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(48,635.64)	(33,335.31)	259,988.86	(188,000.00)
Ending Cash and Investments				
First National Bank	\$ 1,517,488.26	\$ 1,484,152.95	\$ 1,217,106.10	
Credit Cards	-	-	-	
TOTAL ENDING CASH AND INVESTMENTS	1,517,488.26	1,484,152.95	1,217,106.10	

**LITH SANITARY DISTRICT
Bills Paid Prior To Meeting
February 15, 2024 Meeting Date**

Name	Memo	Amount
Governmental Funds		
Vanguard Energy Services	Utilities - December 2023	\$ 3,728.75
TOTAL GOVERNMENTAL BILLS PAID PRIOR TO MEETING		\$ 3,728.75
O & M Funds		
Verizon Wireless	Emergency Communications	\$ 399.06
TOTAL O & M BILLS PAID PRIOR TO MEETING		\$ 399.06

**LITH SANITARY DISTRICT
Recurring Bills
February 15, 2024 Meeting Date**

Name	Memo	Amount
Governmental Funds		
United States Treasury	District Pd Payroll Taxes (SS & Med)	\$ 5,664.98
Illinois Municipal Retirement Fund	Employer Portion of IMRF- January 2024	\$ 8,778.80
TOTAL GOVERNMENTAL RECURRING BILLS		\$ 14,443.78
O & M Funds		
Blue Cross Blue Shield	Medical Insurance Premiums (for January 2024)	\$ 24,461.56
First National Bank PayMaker/Bill.com	Pro Svs - PayMaker/ Bill.com	\$ 69.64
Humana	Specialty Insurance Premiums (for January 2024)	\$ 1,561.20
TOTAL O & M RECURRING BILLS		\$ 26,092.40

Approved _____

President Reed

**LITH SANITARY DISTRICT - Governmental Fund
Bills Presented to Board for Approval
February 15, 2024 Meeting**

Name	Memo		
GOVERNMENTAL FUND BILLS			
Hawkins Inc	Chlorination - Alum Sulfate 1/10/24	\$	1,742.10
Hawkins Inc	Chlorination - Alum Sulfate 1/23/24	\$	1,742.10
Storino Ramello & Durkin	Contractual Svs - Legal, December 2023	\$	741.45
Think Ink Inc	Admin Exp - Printing & Publications, Full Color Printed Vests	\$	491.52
Vanguard Energy Services	Utilities - January 2024	\$	9,810.21
Village of Lake in the Hills	Operating Exp - JULIE Costs	\$	2,008.01
TOTAL GOVERNMENTAL FUND BILLS		\$	16,535.39

**LITH SANITARY DISTRICT - O&M/Sewerage Fund
Bills Presented to Board for Approval
February 15, 2024 Meeting**

Name	Memo		Amount
O & M BILLS			
Alarm Detection Systems Inc	Emergency Communications - March - May 2024	\$	98.19
Apex Industrial Automation	Maint/Repair - Plant, Gearbox Repair Ox Ditch Bank 313	\$	7,392.00
Calco, Ltd. Inc.	Operating Supplies - Lab	\$	136.00
Cintas Corporation #355	Operating Supplies - Personnel, January 2024	\$	698.64
Consolidated Electrical Distributors	Maint/Repair - Plant, Reversing Contactor Maint Bldg Garage Door	\$	384.00
Dynegy Energy Services	Utilities- January 2024	\$	41,211.77
Element Materials Tech Daleville LLC	Pro Svs - Lab	\$	934.50
First Mobile Trust Inc	Collection Expenses - January 2024	\$	7,455.77
First National Bank of Omaha - Visa	Computer Exp, Pro Svs Intuit Fees, Gas/Fuel, Telephone Exp, Op Supplies Small Tools	\$	663.60
Flood Brothers Disposal & Recycling Svs	Bldgs & Grounds - February 2024 Trash Svs	\$	369.16
H.R. Stewart, Inc.	Maint/Repair - Plant, MUA Repair Grit Room	\$	665.00
Hawkins, Inc	Sludge Mgt - Aqua Hawk 1124	\$	6,389.79
Interstate All Battery Center	Maint/Repair - Coll System, Beach LS	\$	30.30
Logsdon Office Supply	Office Supplies	\$	434.83
McHenry County Recorder	Collection Expenses - January 2024	\$	55.00
Menards	Maint/Repair - Plant, Plumbing Repair SRS	\$	57.69
Menards	Maint/Repair - Plant, Moyno	\$	231.27
Menards	Maint/Repair - Plant, Main Lift	\$	89.07
Metropolitan Industries, Inc.	Emergency Comm - Metro Cloud	\$	445.00
Mid-South Imaging LLC	Collection Expenses	\$	370.85
Motion Industries	Maint/Repair - Plant, Bar Screen	\$	396.63
Motion Industries	Maint/Repair - Plant, Ox Ditch Bank 314 Raptor Element & Elastomer Cplgs	\$	433.68
Motion Industries	Maint/Repair - Plant, Ox Ditch Bank 314	\$	1,789.70
Motion Industries	Maint/Repair - Plant, Raptor Couplings/Flex Elastomer Cplgs	\$	1,422.54
PetroChoice LLC	Gas/Fuel	\$	784.86
PetroChoice LLC	Operating Supplies - Mobil SHC 630	\$	428.70
Sigma-Aldrich Inc	Operating Supplies - Lab	\$	73.43
Storino Ramello & Durkin	Collection Exp - December 2023	\$	32.60
Technology Masters Inc	Computer Exp - 1/3/24 Issues w Civic Update	\$	34.00
Technology Masters Inc	Computer Exp - 1/25/24 Onsite Maint	\$	575.00
TEKLAB, INC	Pro Svs - Lab	\$	148.00

TEKLAB, INC	Pro Svs - Lab	\$	162.40
TEKLAB, INC	Pro Svs - Lab	\$	162.40
TEKLAB, INC	Pro Svs - Lab	\$	162.40
The Home Depot	Maint/Repair - Plant, Rapid Cement	\$	27.78
Third Millennium Associates	Collection Exp - Rendering of Past Due Notices	\$	653.42
United Laboratories	Operating Supplies - Ice & Frost Melter	\$	69.00
United Laboratories	Operating Supplies - Equip Wax	\$	113.70
Village of Lake In The Hills	Collection Exp - Water Shut Offs 2/23/24	\$	577.50
Warehouse Direct	Pro Svs - Copies	\$	8.84
Water One, Inc.	Operating Supplies - Personnel, Drinking Water	\$	51.75
Ziegler's Ace Hardware	Operating Supplies - January 2024	\$	231.64

TOTAL O&M FUND BILLS

\$ 76,452.40

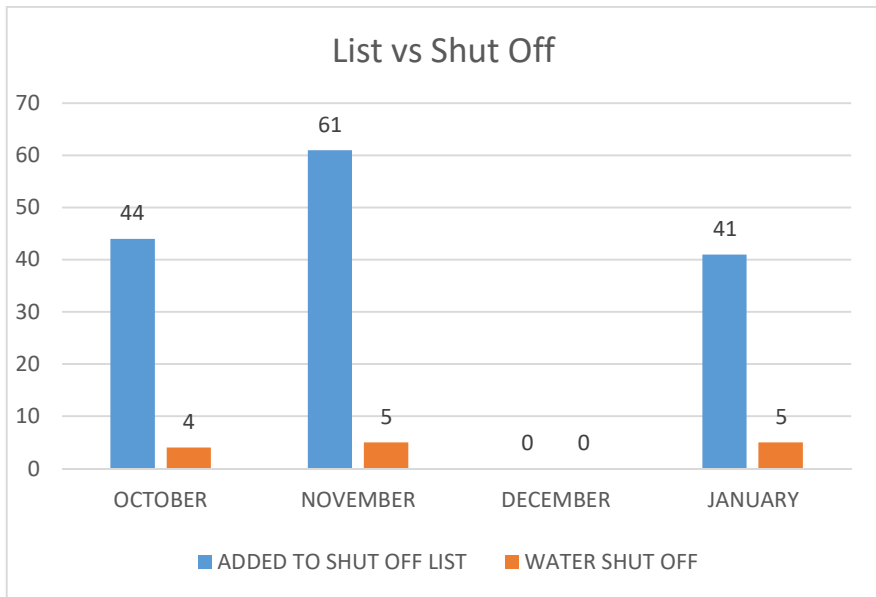
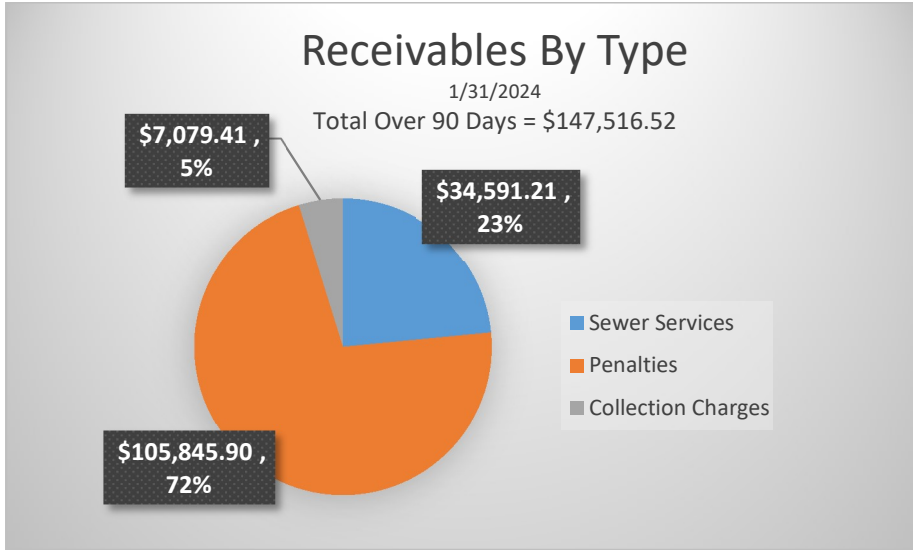
GRAND TOTAL OF ALL BILLS PRESENTED FOR APPROVAL IS \$137,651.78 OF WHICH \$34,707.92 IS FROM THE GOVERNMENTAL FUNDS, \$102,943.86 IS FROM THE OPERATIONS AND MAINTENANCE FUNDS, \$0.00 IS FROM THE CONSTRUCTION FUNDS, AND \$0.00 IS FROM THE BOND AND INTEREST FUNDS.

Approved _____

President Reed

Accounts Receivable Analysis

January 2024



Monthly Shut Off Summary

Lake in the Hills

- 5 Shut Offs – All 5 were pd post shut off, however, 2 still have a smaller balance due.

Huntley

- None.

Crystal Lake

- None.

MANAGER'S REPORT

Month of January, 2024

Customers	CURRENT	12/MO TOTAL	Data for Jan 2023
	Total accounts:	11,774	
New Customers:	1	16	1
Connections:	0	3	0
Permits Issued:	0	2	0
Permits Issued Past 13 Months:	2		
Total Permits Issued to Date:			
<i>Residential:</i>	10,122		
<i>Commercial:</i>	122		
<i>Industrial:</i>	1		

ILLINOIS E.P.A. SANITARY SEWER EXTENSION PERMITS ISSUED PAST 12 MONTHS

NAME	PE	DWELLINGS	Issued
Lake in the Hills Police Department	1,800	1	1/31/2024

COLLECTION SYSTEM EMERGENCY RESPONSES AND SANITARY SEWER OVERFLOWS

DATE	LOCATION	PROBLEM	DISTRICT PROBLEM
None!			

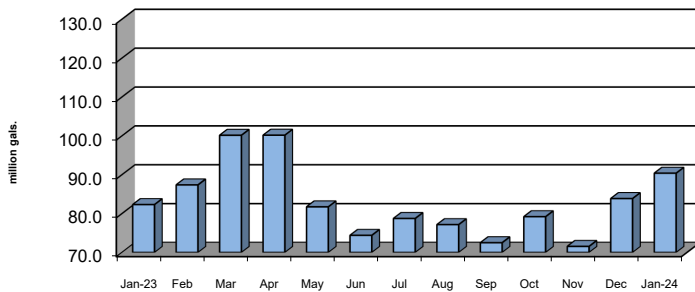
COLLECTION SYSTEM ACTIVITIES

James started annual grease trap inspections.

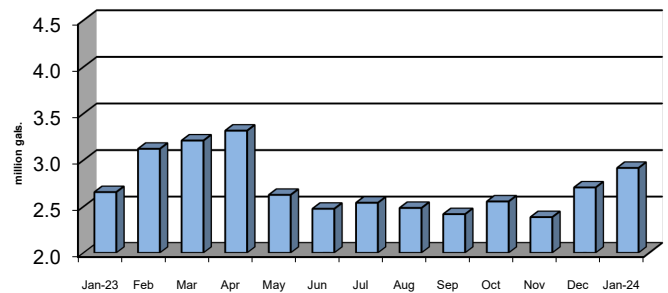
FLOWS

Total Effluent Flow for Month:	90.378	million gallons
Average Daily Flow:	2.915	mgd
Maximum Daily Flow:	4.801	mgd
Precipitation Total:	3.63	inches
Precipitation This Month Last Year:	1.52	inches
Septage Accepted:	270,039	gallons

Total Monthly Flows



Monthly Average Daily Flows



MANAGER'S MONTHLY REPORT

January 2024

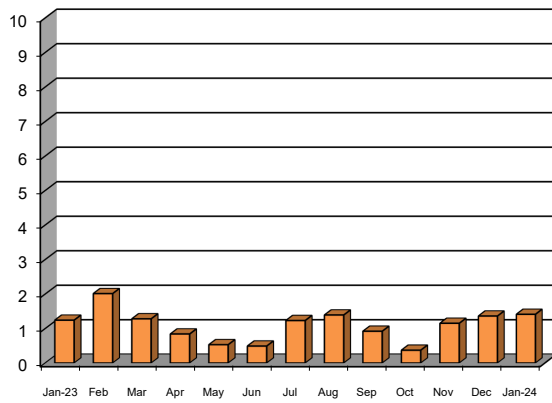
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TREATMENT PLANT OPERATIONS

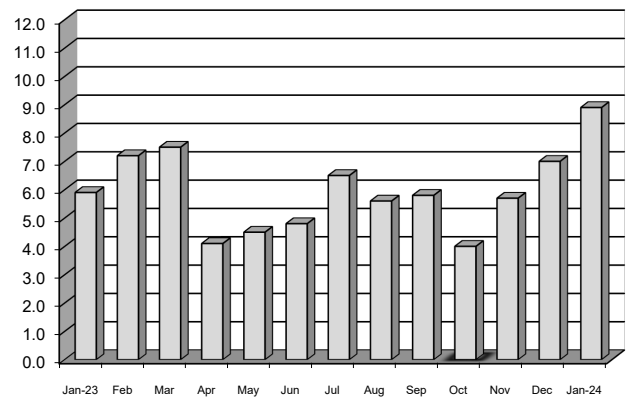
	<u>Average in</u>	<u>Average out</u>	<u>Average % reduction</u>
BOD/CBOD	232 mg/L	1.4 mg/L	99.4%
Total Suspended Solids:	444 mg/L	8.9 mg/L	98.0%
Ammonia Nitrogen:	18.2 mg/L	0.02 mg/L	99.9%
Phosphorus:		0.13 mg/L	
Fecal Coliform:		107 MPN	

This data represents the monthly averages taken from District records and submitted to the Illinois E.P.A.

Effluent Monthly Average - CBOD



Effluent Monthly Average - Total Suspended Solids



PLANT OPERATIONS SUMMARY

Wasted:	1.730 million gallons
Decanted:	0.154 million gallons
Thickened:	1.583 million gallons
To Digester:	0.850 million gallons
Pressed:	0.833 million gallons

PERSONNEL ACTIVITIES

Staff attended virtual Portalogic training on 1/11/24.

Respectfully submitted,

Tamara C. Mueller
District Manager

MANAGER'S 2023 ANNUAL REPORT

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COLLECTION SYSTEM ACTIVITIES

Contracts Awarded for Collection System:

Lake in the Hills Sanitary District Sewer Lining to National Power Rodding in the amount of \$328,000.

Maintenance Activities for Collection System:

James televised 38 manholes and 17,431' of sewer pipe.

Maintenance cleaned and root cut 16,508' of sewer pipe.

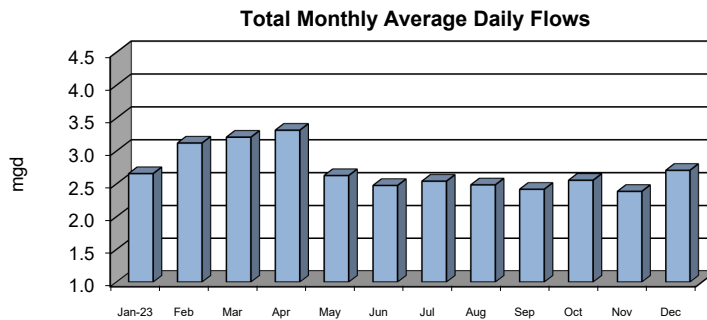
National Power Rodding lined 5,662' of sewer pipe in the Dam lift station basin.

The following developments were accepted for ownership:

Arden Rose Home Care Phase I and Melody Living Phase II

FLOWS

Total Effluent Flow for Year:	988 million gallons (1.022 billion gallons - 2022)
Average Daily Flow:	2.707 mgd
Maximum Daily Flow:	5.189 mgd
Total Precipitation For Year:	31.8 inches
Precipitation Daily Maximum:	1.90 inches



TREATMENT PLANT OPERATIONS

<u>BOD/CBOD</u>	<u>Influent</u>	<u>Effluent</u>
Yearly Average:	199 mg/l	1.08 mg/l
Daily Maximum:	371 mg/l <i>Aug 23rd</i>	8.90 mg/l <i>Feb 20th</i>
Maximum Loading:	12,365 lbs. <i>Apr 5th</i>	220 lbs. <i>Feb 20th</i>

<u>Total Suspended Solids</u>		
Yearly Average:	385 mg/l	5.7 mg/l
Daily Maximum:	1,316 mg/l <i>Oct 15th</i>	11 mg/l <i>Sep 4th</i>
Maximum Loading:	38,688 lbs. <i>Oct 15th</i>	433 lbs. <i>Feb 27th</i>

<u>Ammonia Nitrogen</u>		
Yearly Average:	17.0 mg/l	0.11 mg/l
Daily Maximum:	50 mg/l <i>Apr 25th</i>	3.17 mg/l <i>Feb 6th</i>
Maximum Loading:	1,198 lbs. <i>Apr 25th</i>	64 lbs. <i>Feb 6th</i>

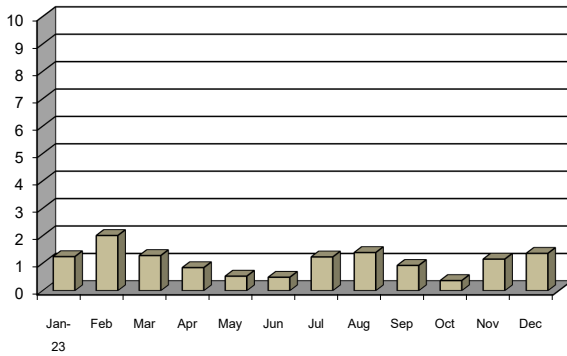
<u>Phosphorus</u>		
Yearly Average:	4.8	0.16 mg/l
Daily Maximum:	11.7 <i>Oct 17th</i>	0.86 mg/l <i>Jul 6th</i>
Maximum Loading:	276 <i>Oct 17th</i>	21 lbs. <i>Feb 27th</i>

<u>Fecal Coliform</u>	
Daily Maximum:	488 MPN <i>Oct 9th</i>

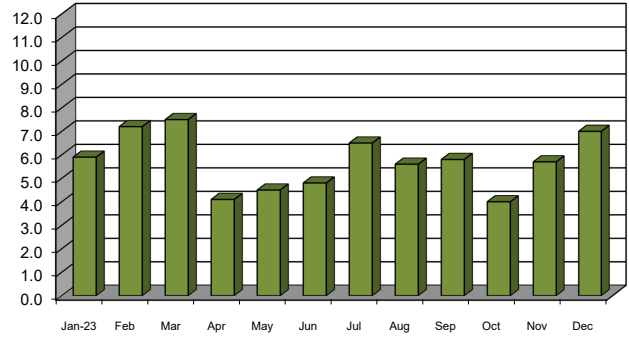
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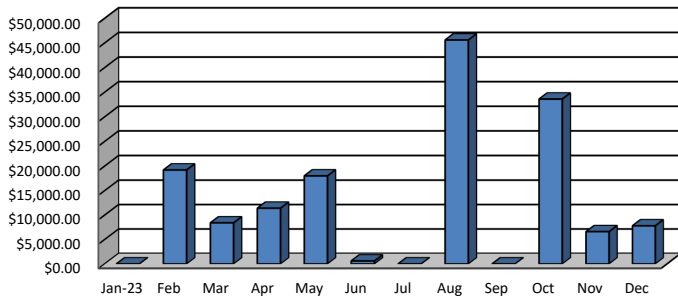
Effluent Monthly Average - CBOD



Effluent Monthly Average - Total Suspended Solids



Sludge Hauling Expense - Synagro



PLANT OPERATIONS SUMMARY:

Annual Quantities:

- Wasted 25,949,000 gallons (2,162,417 gals. monthly average, decreased by 3,947,000 compared to 2022)
- Decanted 1,770,000 gallons (147,500 monthly average, decreased by 470,000 compared to 2022)
- Pressed 12,042,000 gallons of sludge (1,003,500 gals. monthly average, \$151,200 total expenditure compared to \$176,694 in 2022)
- Thickened by GBT 23,593,000 gallons (1,966,083 gals. monthly average, decreased by 2,097,000 compared to 2022)
- Sent to Digesters 12,069,000 gallons (1,005,750 gals. monthly average, decreased by 58,000 compared to 2022)
- Sludge Generated: 873.74 dry tons (977.47 dry tons in 2022)
- Sludge Land Applied: 873.74 dry tons (977.74 dry tons in 2022)
- Municipal Water Treatment Discharge Received: 45,647,313 gallons (\$79,504.65 revenue, 2022 - \$57,514.19 revenue)
- Septage Received: 7,883,994 gallons (\$473,039.64 revenue, 2022 - \$351,704.28 revenue)
- Industrial Waste Received: 0 gallons (lagoon is out of service, waste being hauled)

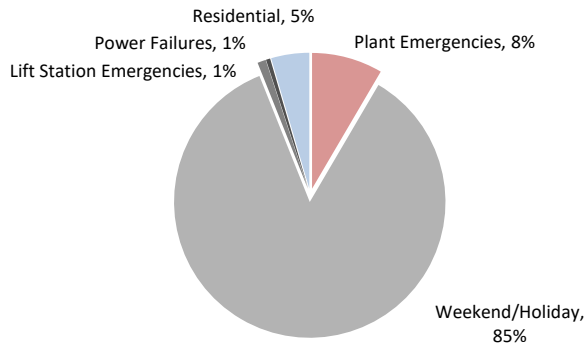
Contracts Awarded for Treatment Facility:

none

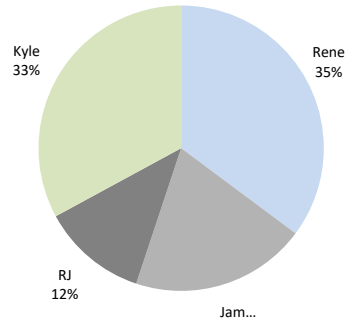
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Overtime Breakdown by Classification



Overtime Breakdown by Personnel



Respectfully submitted,

Tamara C. Mueller
District Manager



Date: February 13, 2024 **Project #:** 6564

To: Tamara Mueller, District Manager and Board of Trustees

Organization: Lake in the Hills Sanitary District

From: Robert C. Doeringsfeld, P.E., District Engineer

Regarding: February 2024 District Engineer's Report

Cc: Karen Thompson – District Clerk/Treasurer

1. McHenry County Division of Transportation (MCDOT) – Randall Road Project

- a. Project will be sent out to bid with the April State bidding process.
- b. Village water main design is impacting District sewer at Clayton Marsh Drive. We will investigate condition of the remaining line to determine extent of replacement.

2. Task Order No. 24-01 - 2024 District Sanitary Sewer Lining Project

- a. Design/Bidding Task order presented at Board Meeting
- b. 2024 District Sanitary Sewer Lining scope includes 2 sections of the Dam Lift Station Area and the Presidents Section Area.
- c. A kick off meeting will be scheduled in the near future.

3. Development Review

- a. Starbucks review for 4501 Algonquin Road, between N. Lakewood Road and Wentworth Drive, was submitted for a 2nd review and will be completed this month.

4. ComEd Energy Efficiency Program (From last month)

- a. ComEd has assigned the District's project the following project number, IDS-42212.
- b. An initial equipment list has been developed, and a review/data gathering meeting is scheduled for February 27th

5. District Seawall

- a. We are working through permitting issues regarding the Village of Lake in the Hills
- b. A meeting was held on February 14th with the Village and their Consultant for that purpose.

**LAKE IN THE HILLS SANITARY DISTRICT REPORT PROVIDED UNDER
DECENNIAL COMMITTEES ON LOCAL GOVERNMENT EFFICIENCY ACT**

I. Unit of government submitting this report:

Lake in the Hills Sanitary District

II. Information about our Sanitary District

- A. The Lake in the Hills Sanitary District is located in McHenry County.
- B. The Sanitary District employs 3 trustees and 12 employees.
- C. The Sanitary District annual budget for 2023-2024 is: \$6,485,000.
- D. The mission of the Lake in the Hills Sanitary District is to protect public health, protect the natural environment, maintain public trust and assist other units of local government in achieving prosperity. The District accomplishes this by efficiently collecting wastewater and providing treatment that exceeds the IEPA permit requirements while retaining and developing qualified staff and exceeding present community needs while planning for the future.
- E. The Lake in the Hills Sanitary District formed under the Sanitary District Act of 1917 and was established by voter referendum in 1963. The Lake in the Hills Sanitary District provides wastewater treatment for the entire Village of Lake in the Hills and portions of the City of Crystal Lake and Village of Huntley. It is not a part of any other local, municipal, county, township or state government.
- F. Lake in the Hills Sanitary District operates a 4.5 MGD (Million Gallons per Day) wastewater treatment facility located at 515 Plum Street in Lake in the Hills, servicing over 125 miles of large diameter sanitary trunk sewers and collection system mains and maintaining 6 pumping stations that transport wastewater to the treatment facility.
- G. The District is governed by a three-member Board of Trustees who are appointed by the Chairman of the McHenry County Board with the advice and consent of the county board members. The trustees establish District policy and adopt rules and regulations governing the operation of the District.

III. Information about Decennial Committee

- A. Committee Members:
 - Sanitary District President Jessica Reed
 - Sanitary District Trustee Russ Ruzanski
 - Sanitary District Trustee Matt Irsay
 - District Manager Tamara Mueller
 - Resident John Murphy
 - Resident Steve Zelten

- B. Committee Meeting Dates
 - First (Organizational) Meeting May 18, 2023
 - Second Meeting: July 20, 2023
 - Third Meeting: February 15, 2024
 - Additional Meetings (List All): _____

IV. Services/Programs Offered by Lake in the Hills Sanitary District

A. The Lake in the Hills Sanitary District offers the following services and programs:

The main service the District provides is wastewater collection and treatment. In addition, the District works to better the environment in the area through creek restoration, using native plants on the property, and restoring pieces of the lakeshore. The District also works to be good stewards of energy and has participated in the ComEd Strategic Energy Management (SEM) Cohort, which has helped to save money and reduce carbon emissions. In 2020, the District implemented its annual grease trap inspection program free of charge to the businesses required to participate and also distributed promotional materials (grease scrapers and reminder magnets) educating about the damage to sewers from grease and “flushable” wipes. No wipe is flushable!

B. Other services/programs that Lake in the Hills Sanitary District could possibly provide:

As operations of the plant and District continue, the District strives to identify additional opportunities for conservation and protecting the environment, while providing high-quality wastewater collection and treatment services. The District is still waiting to hear whether or not it was awarded a grant for creek restoration. The IEPA is over one year backlogged on distributing funds.

V. Service Agreements

A. We partner with the following entities to offer the following services:

<u>Entity:</u>	<u>Services Provided:</u>
1. Arrow Septic	Septic Disposal
2. Rechel Septic	Septic Disposal
3. Rieke Septic	Septic Disposal
4. Tidy Tank	Septic Disposal
5. Warfel’s Multi-Flo	Septic Disposal
6. Weidner’s Septic	Septic Disposal
7. Synagro	Fertilizer for Crops

B. Our residents have benefitted from these agreements in the following ways:

Septic haulers servicing residents in unincorporated areas are able to bring septic to the District for disposal at \$0.07 per gallon. The biosolids (sludge) processed at the District is hauled to farmland to be used as fertilizer for crops. Farmers are not charged for the biosolids. By working with Synagro and local farmers, the District is able to keep approximately 1,000 dry tons of biosolids out of landfills each year. Landfill disposal is much more expensive than land application, so this agreement has saved the District money. In addition, the District earns approximately \$350,000 of additional revenue from accepting septic waste.

VI. Awards and Recognitions

The Lake in the Hills Sanitary District has received the following awards, distinctions, and recognitions:

- Michael Nelson, FVOA Operator of the Year, 2022
- IAWCO Treatment Plant of the Year Nominee, 2018
- ComEd SEM Recognition (46% energy savings)

VII. Intergovernmental Agreements

A. We partner with, or have Intergovernmental Agreements with, the following other governmental entities:

<u>Entity:</u>	<u>Services Offered:</u>
1. Village of Lake in the Hills	Water Shut Off
2. Village of Huntley	Water Shut Off
3. City of Crystal Lake	Water Shut Off
4. MCDOT	IGA for Randall Road Project

B. Lake in the Hills Sanitary District’s efficiency has increased through intergovernmental cooperation in the following way:

Through the IGAs with Crystal Lake, Huntley, and Lake in the Hills, the District has been able to decrease the outstanding balances owed to the District and reduce lien filing fees. This has led to a decrease in legal fees for the District.

VIII. Review of Laws, Sanitary District Policies, Rules and Procedures, Training Materials, and other Documents for Sanitary District

We have reviewed the following, non-exhaustive list of laws, policies, training materials, and other documents applicable to the Lake in the Hills Sanitary District to evaluate our compliance and to determine if any of the foregoing should be amended.

- Lake in the Hills Sanitary District Code of Rules and Regulations
- Lake in the Hills Sanitary District Personnel Policies and Procedures
- Lake in the Hills Sanitary District Safety Manual

IX. What Has Lake in the Hills Sanitary District Done Well?

- The District has significantly reduced (by 46%) the amount of energy the plant uses to run, which has reduced the cost of utilities and carbon emissions.
- The District is able to provide a Senior Discount to individuals 65 and older.
- The District has been able to abate General Fund taxes twice in the past ten years and always abates Bond Taxes it could have collected.
- By making improvements and converting all six lift stations to MetroCloud, the District was able to eliminate expensive dedicated lines from AT&T (\$19,000 per month) to \$445 per month.

- The District follows the Open Meetings Act well and follows strict FOIA guidelines.
- The District is invested in prevention. Over the past five years, the district has been proactive to address potential problems and decrease the amount of time before return to know problem areas that repeatedly experience clogs. Recently, the District approved a new project to line older pipes in an area known to have inflow and infiltration (I&I). I&I are illegal connections and stormwater that get into the sewer system. I&I increases pumping and treatment costs.
- The District has a “No FOG No WIPES” program.

X. What Inefficiencies Did We Identify/What Can We Do Better or More Efficiently?

- The District is working to reduce additional over time. This has been a work in progress, as additional upgrades to the system have already reduced the amount of overtime for staff.
- The District has identified that the rules and regulations need to be updated.
- The District will continue their efforts to streamline services and prevent future problems.
- The District is planning to address additional areas of I&I and root intrusions.

XI. Our committee’s recommendations regarding Increased Accountability and Efficiency:

Submitted by: _____

Jessica Reed, Sanitary District President and
Chairperson, 2023 Decennial Committee of the Lake in the Hills Sanitary District

Date: _____