

# POLICY AGREEMENT AND STATEMENT REGARDING EXPENSES

## *Northfield Woods Sanitary District*

3633 West Lake Avenue – Suite 403B

Glenview, Illinois 60025

847-998-1860

1. It is the stated policy of the Northfield Woods Sanitary District (hereinafter identified as "District"), a municipal corporation organized pursuant to 70 ILCS 2805/1 et seq. of the *Illinois Compiled Statutes*, that said District shall not incur certain expenses relative to projects involving the annexation of additional territory to the District; or the installation of new sewer service for areas to be annexed to the District; or the installation of new sewer service for areas presently located within the boundaries of the District; or for the modification of existing sewer systems located within the boundaries of the District. Given this policy, it has been determined by the Board of Trustees of the District that the expense resulting from these activities shall be borne directly by the party(ies) (hereinafter identified as "Applicant") initiating the annexation, extension of new sewer service, or requiring the modification of the existing sewer system. The expenses which are to be borne by the Applicant shall include, but are not specifically limited to:
  - a. **Engineering expenses** incurred for plan review, sewer construction permit document review, field investigations, studies or analysis, meetings, communications, and other technical activities required to complete the annexation, sewer service extension, or sewer system modification project.
  - b. **Legal expenses** incurred for preparation of annexation documents, review of plats of annexation, court appearances, filing, publication, court costs, enforcement of rules and regulations, review and drafting of documents, and other activities required to complete the annexation, sewer service extension, or sewer system modification project.
  - c. **Inspection expenses** incurred for the review of sewer construction work, meetings, communications, sewer system testing, and the preparation of final permit documentation involved in permitted sewer service extensions or sewer system modification project.

The Applicant shall deposit with the District, prior to commencement of any action by the District's attorney, engineer, or inspectors, a sum of monies as determined by the Board of Trustees of the District to cover the anticipated engineering, legal, and inspection expenses. The deposit, which is generally assigned depending upon the scope and nature of the project, is considered to be only an estimate. At any time during a given project, if accumulated expense incurred by the District approaches or exceeds the amount of the deposit, supplemental deposits may be required. Until these additional deposits are made the District may suspend any further action on the project. In this regard, the District shall bear no responsibility for damages resulting from project delays caused by suspended work.

Once a project has been completed or otherwise concluded, such that all legal, engineering, and inspection matters related thereto have been completed, and the expenses and costs associated therewith have been paid in full from the deposits of the Applicant, the District shall issue to the Applicant a complete accounting of all costs incurred by the District, along with copies of all paid invoices. Subsequently, any remaining balance of the deposit shall be refunded to the Applicant.

2. In addition to the deposit expense outlined in the preceding, the Applicant is responsible for paying a fee for each new sewer service connection. Sewer contractors engaged in construction of the sewer facilities are required to pay a license fee and post a sewer permit bond before initiating sewer work within the District. The connection fee, license, and bond expense is detailed in the *Sewer Permit Fee Schedule* (SF340) of the Northfield Wood Sanitary District.

3. In addition to the expense outlined in the above, each Applicant is responsible for satisfying the requirements of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Separate permit applications and fees must be submitted to the MWRDGC for review and approval. The Applicant is responsible for assessing and satisfying the requirements of the MWRDGC.
4. All procedures, regulations, fees, and expenses set forth herein, are subject to change at the sole discretion of the District. In all instances requiring interpretation of terms, provisions, procedures, regulations, fees, and expenses the decision of the District Board of Trustees shall be final and binding.
5. The Applicant, in consideration of the permitted sewer use, shall bear full responsibility for any violation of District Ordinance, rule, regulation, or directive, including all associated expenses incurred by the District. In as much as said violation may impair the safe and satisfactory operation of the sewer system or may threaten the general health, safety, or welfare of any or all residents of the District, enforcement actions by or on behalf of the District may include engineering, legal, inspection, and administrative expenses. The applicant shall reimburse the District for all such expenses.
6. The Applicant warrants and represents that (s)he is the property owner or the duly authorized agent of the same, and as such, has the authority to execute this Policy Agreement and Statement. In the event that the title to the subject property is held in trust, this Agreement must be executed by the trustee together with all beneficiaries thereof, and a certified copy of said trust agreement, dated within ten (10) days of the date hereof, shall be presented to the District with this Agreement. In the event that the Applicant is a corporation this Agreement must be executed by an authorized corporate officer, and a copy of a corporate resolution of authorization must be presented to the District with the Agreement. In the event that the Applicant is a partnership, this Agreement must be executed by a partner and evidence of authorization must be presented to the District with the Agreement.
7. The Applicant understands and agrees that the obligations set forth herein are in consideration of the District providing access to and usage of sanitary sewer facilities maintained by the District, and that said obligations and undertakings are contractual in nature. Any modification hereof must be in writing and approved by the District.

Therefore, in making the request for annexation to and/or sewer service from the Northfield Woods Sanitary District, I(we) (as Applicant) acknowledge and agree with the terms, deposits, and fees indicated in the preceding, and agree to be bound by same, and further agree that enforcement of same may be had in any court of competent jurisdiction within the State of Illinois, County of Cook.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Applicant

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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Trustee, Northfield Woods Sanitary District