



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 10, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Special Board meeting minutes from July 13, 2022 and Board of Trustee meeting from July 13, 2022

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

NEW BUSINESS

2. Motion to discuss/approve agreement between the Village of Poplar Grove and Joel Ratliff and Gerald Ratliff regarding installation of sidewalk located at 112 Sherman
3. Motion to discuss/ approve agreement between the Village of Poplar Grove, Diamond Excavating and R Zimmerman, Inc.
4. Motion to discuss/approve Belvidere Park District block party on Spring Meadow Dr between Briarwood Dr and Greenbriar Blvd on August 19, 2022
5. Motion to discuss/approve **Resolution 22-29** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a operations management and supervision agreement for wastewater treatment plants, lift stations, and water treatment plants for the Village of Poplar Grove with Test, INC.

6. Motion to discuss/approve **Resolution 2022-31** a resolution of the Village of Poplar Grove, Illinois authorizing the write-off of unpaid water and sewer balances and unpaid mowing fines

GOOD OF THE VILLAGE

Committee of the Whole August 17, 2022 6:00 PM

Public Hearing August 17, 2022 7:00 PM

Board of Trustees Meeting August 17, 2022 7:00 PM

Planning and Zoning August 24, 2022 6:00 PM

ADJOURNMENT (Voice Vote)

KJA 08/08/2022



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, July 13, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order by President Sattler at 7:27 pm

ROLL CALL

PRESENT

Finance Chairman Eric Miller
 Admin Chairman Ron Quimby
 Trustee Jeff Goings at 6:52pm
 Trustee Ed Wethington
 Trustee Dan Cheek
 Trustee Betsy Straw
 Clerk Karri Anderberg
 Attorney Roxanne Sosnowski
 Treasurer Carina Boyd

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

no phone participation

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Trustee Goings.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from June 8, 2022

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee

Cheek, Trustee Straw
Voting Abstaining: Trustee Wethington

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

David Allgood - wants to remind the board that when thinking about accessing fines or not that they need to figure in the cost that the village pays attorneys and staff to prepare the documents.

NEW BUSINESS

2. Motion to discuss/approve water bill relief for 13581 Harvest Way
Motion made by Trustee Goings, Seconded by Finance Chairman Miller.
Clerk Anderberg presented the background of the issue and Attorney Sosnowski reminded the Trustees of the ordinance in regards to water billing relief.
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek to table the item.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
Meeting was recessed at 7:30pm and called back to order at 7:38pm

3. Motion to discuss/approve water bill relief for 407 Jayde Place
Motion made by Trustee Wethington, Seconded by Trustee Goings.
Attorney Sosnowski presented the facts about the case
David Allgood asked the Board to table the item so it can be handled privately
Motion made by Admin Chairman Quimby, Seconded by Finance Chairman Miller to table the item.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

4. Motion to discuss/approve closing off beaver drive for a block party on July 30, 2022
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

5. Motion to discuss/approve 2022 IML Training Conference in Chicago Illinois at a maximum reimbursable cost of \$2,000 per person
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

Clerk Anderberg asked the board and staff to email her if they would like to attend so she can sign them up.

6. Motion to discuss/approve **Resolution 2022-26** a resolution of the Village of Poplar Grove, Illinois to renumber resolutions
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

 7. Motion to discuss/approve **Resolution 2022-27** a resolution of the Village of Poplar Grove, Illinois, approving amended building permit fee schedule
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Clerk Anderberg explained the changes
 President Sattler asked for this to be held off to a latter meeting so it could be passed at the same time of the "when is a permit not needed document"
 President Sattler asked for a special meeting to discuss further
 A committee of the whole meeting will be held on August 17th at 6pm
 Motion made by Trustee Goings, Seconded by Finance Chairman Miller to table the item until August 17th Board of Trustee Meeting.
- Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

GOOD OF THE VILLAGE

Board of Trustees- July 20th 2022 - 7:00 PM

Board of Trustees - August 10th 2022 - 7:00 PM

Board of Trustees - August 17th 2022 - 7:00 PM

Planning & Zoning - August 24th 2022 - 6:00 PM

ADJOURNMENT (Voice Vote)

KJA 7/11/2022

Motion made by Finance Chairman Miller, Seconded by Trustee Goings. Motion passed by voice vote

Meeting adjourned at 8:04pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, July 13, 2022 - 6:45 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order at 6:45pm by President Sattler

ROLL CALL

PRESENT

Finance Chairman Eric Miller
Admin Chairman Ron Quimby
Trustee Jeff Goings at 6:52pm
Trustee Ed Wethington
Trustee Dan Cheek
Trustee Betsy Straw
Clerk Karri Anderberg
Attorney Roxanne Sosnowski
Treasurer Carina Boyd

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

no phone participation

APPROVAL OF AGENDA (Voice Vote)

Motion made by Trustee Wethington, Seconded by Finance Chairman Miller. Motion passed by voice vote

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

No public comment

DEPARTMENT REPORTS

NEW BUSINESS

1. Hearing for possible revocation or suspension of liquor license or other penalties for Mortimer Enterprises, LLC
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Attorney Sosnowski presented the facts of the case.
 Trustee Miller feels this is a serious matter and the business should be fined.
 President Sattler feels it was an honest mistake by the business owner and it was fixed as soon as they were made aware of the issue
 Motion made by Admin Chairman Quimby, Seconded by Trustee Cheek to dismiss with out fine our penalty.
 Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Cheek, President Sattler
 Voting Nay: Finance Chairman Miller, Trustee Wethington, Trustee Straw

2. Hearing for possible revocation or suspension of liquor license or other penalties for Michelle Burke
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Attorney Sosnowski presented the facts of the case
 Trustee Miller feels Mrs. Burke should have a fine. Trustee Miller stated BASSETT is very important and should not be taken for granted.
 President Sattler feels since Mrs. Burke got a BASSETT once she was made aware that the case should be dropped.
 Motion made by Admin Chairman Quimby, Seconded by Trustee Cheek to dismiss with out fine our penalty.
 Voting Yea: Admin Chairman Quimby, Trustee Goings, Trustee Cheek, Trustee Straw
 Voting Nay: Finance Chairman Miller, Trustee Wethington

3. Hearing for possible revocation or suspension of tobacco retailers license or other penalties for Route 76 Tobacco and Vape, Inc
 Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
 Attorney Sosnowski presented the facts of the case.
 Gary Garab - Agent for RT 76 tobacco and Vape was present and the business is willing to pay whatever fine the village sees fit.
 Trustees discussed what the fine should be.
 Motion made by Admin Chairman Quimby, Seconded by Trustee Wethington to access a fine of \$100.00.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

ADJOURNMENT (Voice Vote)

KJA 7/11/2022

Motion made by Admin Chairman Quimby, Seconded by Trustee Cheek. Motion passed by voice vote.

Meeting adjourned at 7:23pm

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of August, 2022 by and among the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Village") located at 200 N. Hill Street, Poplar Grove, IL 61065, and Joel Ratliff and Gerald Ratliff ("Ratliffs") located at _____. Village and Ratliff are at times collectively referred herein at times as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Ratliffs are the owners of record of the property commonly known as 112 Sherman Lane, Poplar Grove, Illinois ("Property"); and

WHEREAS, the Property is currently in violation of Village ordinance for failure to connect sidewalks on the Property; and

WHEREAS, Ratliffs admit that they are in violation of Village code; and

WHEREAS, Ratliffs have applied for a permit to construct improvements on the Property; and

WHEREAS, the Ratliffs would otherwise be ineligible to have a permit issued for the construction of improvements on the Property because they are in violation of the Village sidewalk ordinance; and

WHEREAS, the Village will agree to allow the issuance of a construction permit for improvements to the Property in exchange for an admission of violation of the Village sidewalk ordinance by Ratliffs and an irrevocable promise by Ratliffs to come into compliance with the Village sidewalk ordinance no later than June 1, 2023.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.
2. By signing this Agreement, Ratliffs admit that they are in violation of the Village Code for sidewalks on the property.
3. The Ratliffs shall post a letter of credit or performance bond in the amount of 120% of the estimated costs of construction of the sidewalk on the Property as determined by the Village Director of Public Works.
4. Upon posting of the letter of credit or performance bond and payment of required fees, a permit shall issue for improvements to the Property.

5. Ratliffs shall install the sidewalk on the Property to come into compliance with Village Code no later than June 1, 2023.
6. If the Ratliffs fail to install the sidewalk on the property to come into compliance with Village Code by June 1, 2023, subject to the provisions of Paragraph 8 and 10 below, the Village shall act to draw on the letter of credit or performance bond, install the required sidewalks and may pursue any other action in law or in equity to enforce its Code of Ordinances against the Ratliffs including seeking fines and costs including reasonable attorney's fees.
7. Amendments and Modifications. Except as otherwise provided herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of the authorized signors of the Parties hereto.
8. Force Majeure. The parties shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or default occurred or were caused by strike, riot, war, earthquake, flood, unusually severe rain or snowstorm, tornado, or other catastrophic act of nature, labor disputes, governmental, administrative, or judicial order or regulation or other event reasonably beyond the parties' ability to anticipate or control.
9. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer third party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Agreement.
10. Default. In the event of an alleged breach of any provision of this Agreement, the non-breaching party shall notify in writing to the breaching party, specifying the breach of Agreement in detail. If within seven (7) days after receipt of the notice, cure of the breach of Agreement has not commenced by the breaching party and diligently pursued thereafter, the non-breaching party may initiate all legal recourse available to them at equity or in law, including all court costs and attorneys' fees associated with any such enforcement effort. Such notice shall be sent the addresses first referenced above by certified mail.
11. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Boone County, Illinois.
12. Successors and Assigns. This Agreement shall be binding upon the Parties, their heirs, executors, administrators, personal representatives, successors and assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

14. Board Approval. This Agreement is subject to formal approval by the Village of Poplar Grove Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

VILLAGE OF POPLAR GROVE, IL.

By: _____

Its: Village President

RATLIFFS:

Joel Ratliff

Gerald Ratliff

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is made on this ____ day of August, 2022 by and among the Village of Poplar Grove, an Illinois municipal corporation (“Poplar Grove”), Diamond Excavating, and Illinois corporation (“Diamond”) and R. Zimmerman, Inc., an Illinois municipal corporation (“Zimmerman”).

RECITALS

WHEREAS, Diamond and Zimmerman were involved in the transportation, loading and unloading of heavy excavation equipment for construction of a residence at 813 Waco Way in Poplar Grove; and

WHEREAS, on or about April 13, 2022, damage was caused to the roadway in front of the construction project by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way; and

WHEREAS, Poplar Grove wishes to ensure that the repair of the damage to the roadway at 813 Waco Way caused by Diamond and Zimmerman is done according to IDOT specifications; and

WHEREAS, the Village Engineer has determined that the Village can repair the damage to the roadway at 813 Waco Way caused by Diamond and Zimmerman for \$1,275.00; and

WHEREAS, Diamond and Zimmerman have agreed to pay the Village a total of \$1,275.00 in exchange for being released by Poplar Grove from any further liability for repair of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way; and

WHEREAS, Diamond is willing to pay the damage amount of \$1,275.00 with Zimmerman to reimburse it for $\frac{1}{2}$ of that amount.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Amount of Payment. Within fourteen (14) days of the date of this Agreement first set forth above, Diamond will pay to the Village \$1,250.00 to the Village of Poplar Grove for repair of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way on or about April 13, 2022. This payment represents the total amount required for the repairs to the roadway. Upon receipt of these payments, Diamond will be released from any obligation to pay for or to enact the roadway repairs referenced herein. Zimmerman will reimburse Diamond for $\frac{1}{2}$ of its payment.
2. Waiver of Litigation. The Village of Poplar Grove agrees not to institute litigation against Diamond or Zimmerman for the cost of any repairs of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way on or about April 13, 2022, so long as the payment required in Paragraph 1 above is made. Should the payment of \$1,275.00 not be made within fourteen (14) days of the date of this Agreement first set forth above, the parties to this Agreement agree that the Village of Poplar Grove may take legal action against one of both of

the non-paying party(ies) to recover any amount owed under this Agreement including cost of suit or administrative action required for recovery and its reasonable attorney’s fees.

- 3. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by all parties to this Agreement.
- 3. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.
- 4. The parties acknowledge that they have read and understand this Agreement and that they affix their signatures hereto voluntarily and without coercion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year written below.

Diamond Excavating

Village of Poplar Grove

By: _____

By: Its President _____

Its _____

Attest: _____

Date

Date

R. Zimmerman, Inc.

By: _____

Its _____

Date

RESOLUTION NUMBER: 22-29**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE A OPERATIONS MANAGEMENT AND SUPERVISION AGREEMENT FOR WASTEWATER TREATMENT PLANTS, LIFT STATIONS, AND WATER TREATMENT PLANTS FOR THE VILLAGE OF POPLAR GROVE WITH TEST, INC.**

WHEREAS, the Village of Poplar Grove (the “Village”) operates a water and wastewater utility system; and

WHEREAS, Test, Inc. (“Test”) contracts with municipalities for management, supervision, operation and maintenance of the Village’s water and wastewater utilities; and

WHEREAS, effective October __, 2022, the Village and Test have agreed to enter into said agreement for services; and

WHEREAS, Test has prepared an Operations Management and Supervision Agreement for Wastewater Treatment Plants, Lift Stations, and Water Treatment Plants for the Village of Poplar Grove to memorialize the terms of services between the parties; and

WHEREAS, the Village Board of the Village of Poplar Grove has reviewed the proposed Operations Management and Supervision Agreement for Wastewater Treatment Plants, Lift Stations, and Water Treatment Plants for the Village of Poplar Grove with Test and approves of the same; and

WHEREAS, the Village now desires to enter into an Operations Management and Supervision Agreement for Wastewater Treatment Plants, Lift Stations, and Water Treatment Plants for the Village of Poplar Grove with Test for management, supervision, operation and maintenance of the Village’s water and wastewater utilities services by Test.

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts and approves the Operations Management and Supervision and Supervision Agreement for Wastewater Treatment Plants, Lift Stations, and Water Treatment Plants for the Village of Poplar Grove, attached hereto as Exhibit A, with Test.
3. The Village President and Village Clerk are hereby authorized to execute and attest the Operation Management and Supervision Agreement for Wastewater Treatment Plants, Lift Stations, and Water Treatment Plants for the Village of Poplar Grove with Test for the Village’s water and wastewater utilities services attached hereto as Exhibit A.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

**Exhibit A—
Operations Management and Supervision Agreement for Wastewater Treatment Plants,
Lift Stations, and Water Treatment Plants with TEST, Inc.**

**OPERATIONS MANAGEMENT AND SUPERVISION AGREEMENT FOR
WASTEWATER TREATMENT PLANTS, LIFT STATIONS,
AND WATER TREATMENT PLANTS FOR THE
VILLAGE OF POPLAR GROVE**

THIS AGREEMENT made and entered into this ____ day of October 2022, by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation (hereinafter "Village" and TOTAL ENVIRONMENTAL SERVICE TECHNOLOGIES, INC., an Illinois corporation, of Peru, Illinois, (hereinafter "TEST").

WITNESSETH:

WHEREAS, the Village's Water Distribution System, Wastewater Treatment Systems and Lift Stations (hereinafter "Water Plants, Wastewater Plants and Lift Stations").

WHEREAS, both Wastewater Plants treat on a treatment basis consisting of sequential batch reactor (SBR), North as a Class II and South as a Class I; and

WHEREAS, the Lift Stations convey sewage to the Village's Wastewater Treatment Plants; and

WHEREAS, the effluent of the Wastewater Plants, under applicable State of Illinois rules and regulations, is not to exceed the following average limits as listed in the effective NPDES permits with samplings and testings of the effluent being required under the Wastewater Plant's NPDES permit(s) IL0023451 and IL0071447; and

WHEREAS, TEST has the technical and operating staff and facilities to provide qualified supervision of the Wastewater Plants and Lift Stations of the Village hereinafter provided;

WHEREAS, the Water Plants consist of drilled wells with chemical addition (chlorine, Fluoride and phosphate); and

WHEREAS, the IEPA has classified the Water Plants (Facility #'s: IL0070350,

IL0070150 and IL0070300) as Class “C” facilities, which require that the Village have a Class “C” certified operator in charge of the supervision and management of the Water Plant’s operation and the Village collect and submit water samples and any monthly reports of the sampling and testings to the IEPA; and

WHEREAS, an agreement has been reached by and between the Village and TEST pursuant to which the Village shall engage TEST to furnish and provide certain technical services, testings, and reports for operation of the Wastewater Plants, Lift Stations and Water Plants, at the time, in the manner, to the extent, and at the compensation and expense reimbursement rates hereinafter set forth.

ARTICLE I

TEST to Furnish and Perform Designated Services, Testing and Reports

SECTION 1.1 The Village hereby engages TEST to furnish and perform during the term of this Agreement, and TEST hereby agrees to furnish and perform, the services, testings and reports specified in Section 1.2 hereof, all in the manner and at the times hereinafter designated, and for and in consideration of the timely payment to TEST by the Village of the compensation and expense reimbursement amounts as specified in Article II hereof.

SECTION 1.2 The services, testings and reports to be furnished and performed hereunder by TEST during the term of this Agreement shall consist of the following:

(a) The supervision, management, and operation of the Wastewater Plants and Lift Stations and of the quality of the discharged effluent, subject to and within the limits of the capabilities and performance of the Wastewater Plants and of the supplies and personnel provided by TEST and by the Village, and subject to interruptions, delays, failures, errors or stoppages, plant or equipment breakdowns or failures, material or supply delays or shortages, acts of GOD, or other

matters or events beyond the reasonable control of TEST.

(b) The supervision, management, and operation of the Water Plants, which includes the water treatment plants, storage tank(s), and other facilities at the Water Plants, and of the quality of the water pumped into the Village's distribution system, subject to and within limits of the capabilities and performance of the Water Plant and of the supplies and personnel provided by TEST and by the Village, and subject to interruptions, delays, failures and dysfunctions caused by labor slowdowns, errors or stoppages, plant or equipment breakdowns or failures, material or supply delays or shortages, acts of God, or other matters or events beyond the reasonable control of TEST.

(c) The furnishing of a qualified Wastewater and Water plant operating staff (exclusive of the personnel to be provided by the Village as outlined in Section 1.3) to operate the Wastewater Plants and Water Plants on a seven (7) day per week. TEST agrees to provide a minimum of 2.5 employees exclusively to fulfill the terms of the agreement and further agrees that the Class 1 Operator hired by TEST shall reside within ten miles of the Village.

(d) The furnishing of all such routine laboratory analyses as are required by the regulatory agencies having jurisdiction over the Wastewater Plants and Water Plants. TEST shall provide all routine laboratory supplies and personnel, and the Village shall provide the necessary laboratory equipment and space. All laboratory testing shall be billed separately.

(e) The furnishing of assistance in the preparation by the Village of the operating budget or the Wastewater Plants and the Water Plants, if so requested.

(f) The preparation of the monthly monitoring reports to be submitted under the provisions of the rules and regulations of the various regulatory agencies having jurisdiction over the Wastewater Plants and the Water Plants.

(g) The furnishing of all necessary clerical and related staff services as are needed in the

preparation of the various reports.

(h) The continuance of a reasonable preventive maintenance program for the equipment at the Wastewater Plant and Water Plants. The Village shall be responsible for all repair, modification and replacement costs and expenses for the routine maintenance labor to be furnished by TEST.

(i) TEST will provide a vehicle(s) for use at the Wastewater Plants and Water Plants by TEST's personnel.

(j) The providing of on-call service after normal working hours in case of emergencies.

(k) The maintenance of the Village's lift stations. TEST, Inc. will be responsible for the maintenance of the lift station while the Village will be responsible for any cost of materials.

(l) TEST shall pay all TEST employee staff benefits, i.e. overtime, holidays, sick days, vacation days, personal days, workman's compensation, pension, and life, disability, health, and dental insurance.

(m) TEST employees' specialized equipment, i.e. lab coats, safety harnesses, coveralls, boots, uniform shirts, goggles, safety glasses, noise protection, hardhats, life vests.

(n) TEST shall serve as a resource to Villages' design engineers and contractors in the establishment of new facilities and on renovation of existing facilities as well as new construction. TEST will provide consultation regarding commercial/industrial discharges.

(o) TEST shall be directly responsible to the Illinois regulatory agencies to comply with the operator certifications.

(p) The furnishing of all unscheduled overtime, over and above the regular scheduled overtime shall be included in the agreed annual price. Any overtime due to a catastrophic event, such as flood, tornado, major mechanical failure, etc., shall be billed at a formula of 1.5 times the

TEST employee's hourly rate or equivalent thereof. All overtime under this provision must be authorized by the Director of Public Works. Lift station alarms are not defined as unscheduled overtime and thus not subject to this provision.

(q) All necessary sludge analyses and special condition NPDES Permit analyses will be provided.

(r) TEST will complete any NPDES permit renewal applications.

The Village to Furnish and Perform Designated Duties, Supplies and Equipment

SECTION 1.3 In connection with TEST's furnishing and performing the services, testing and reporting specified in Section 1.2, the Village shall provide the following at the Village's expense and WITHOUT cost, obligation, or responsibility on the part of TEST:

(a) Compliance with all the applicable rules and regulations of the various governmental agencies having jurisdiction over the operation of the Wastewater Plants and Water Plants. It is understood that TEST shall be responsible only to the Village and then only for the supervision and management of the operation of the Wastewater Plants and Water Plants, the quality of the effluent from the Wastewater Plants, the quality of the water produced from the Water Plants and the providing of operating personnel, subject to all respects to the limitations and exceptions specified in Section 1.2(a) and 1.2(b).

(b) All necessary equipment, supplies, replacement parts, and other related equipment and materials necessary for the operation of the Wastewater Plants and the Water Plants. TEST shall be given the opportunity to evaluate and make recommendations concerning these items.

(c) Adequate office, laboratory, and shop space at the Wastewater Plants to allow for satisfactory operation shall be provided. The Village shall replace existing laboratory equipment if needed, based on working condition, accuracy of each unit and availability of any replacement

parts.

(d) All necessary utilities, including, but not limited to, electrical power, fuel oil, and water service.

(e) The necessary snow plowing and snow removal at the Wastewater Plants and Water Plants.

(f) Sludge disposal sites acceptable to the various governmental agencies having jurisdiction over the operation of the Wastewater Plants and the transfer of the waste sludge from the Wastewater Plants to the disposal sites, including all transportation and disposal costs (if applicable).

(g) Furnish the necessary grease, chemicals, oil, janitorial supplies, and other supplies necessary for the operation and maintenance of the Wastewater Plants.

(h) Supply the equipment maintenance repair and replacement parts. The Village will also provide the craftsmen and personnel required to perform any major repairs or equipment replacement beyond the normal scope of work expected of the plant staff.

(i) Furnish the necessary equipment for the mowing of the lawns at the Plants.

(j) The Village shall supply a tractor/loader/backhoe at the WWTP for use during times of sludge removal to the landfill, if applicable.

ARTICLE II

Compensation and Reimbursement of Expenses To Be Paid By the Village To TEST

SECTION 2.1 As consideration and compensation for the services, testings and reports to be furnished by TEST as specified in Section 1.2 hereof during the first twelve (12) months of this Agreement, the Village shall pay to TEST the sum of Two Hundred Thirteen Thousand One Hundred Seventy-Four Dollars and Eighty-Four Cents. (\$213,174.84) for said twelve (12) month

period, with payment thereof to be made in twelve (12) monthly installments of \$17,764.57 each, with the first of said monthly payments of \$17,764.57 due on November 1, 2022. The annual adjustment in the price the Village compensates TEST will be a fixed 3% increase. Two, one (1) year extensions are subject to the same 3% increase. All laboratory testing shall be billed separately.

<u>Contract Year</u>	<u>Annual Contract Price</u>	<u>Monthly Price</u>
2022-2023	\$213,174.84	\$17,764.57
2023-2024	\$219,570.12	\$18,297.51
2024-2025	\$226,157.28	\$18,846.44
2025-2026	\$232,941.96	\$19,411.83
2026-2027	\$239,930.16	\$19,994.18

SECTION 2.2 The furnishing of all unscheduled overtime shall be included in the agreed annual price. Any overtime due to a catastrophic event, such as flood, tornado, major mechanical failure, etc. shall be billed at \$65 an hour. Lift station alarms are not defined as unscheduled overtime and thus not subject to this provision.

SECTION 2.3 In the event the Village requests TEST to perform or furnish any services, testing, reports or other items beyond those to be furnished by TEST as specified in Section 1.2 hereof, an invoice will be submitted by TEST to the Village promptly after the close of the given month in which said services are furnished, and payment therefore will be made by the Village within thirty (30) days after the invoice date.

ARTICLE III

TEST's Status Is That Of An Independent Contractor

SECTION 3.1 All work, services, and other functions furnished or performed by TEST for the Village hereunder shall be in its position as in independent contractor and to no extent and in no manner, shall either TEST, or any of its personnel who furnished the services, testings and reports to be provided by TEST under Section 1.2 hereof, be regarded as an employee, servant or

agent of the Village. TEST shall be solely responsible for due compliance with all applicable Worker's Compensation, Unemployment Insurance requirements, and all applicable payroll tax withholding and reporting requirements for all its employees and independent contractors.

ARTICLE IV **Term of This Agreement**

SECTION 4.1 The term of this Agreement shall commence on November 1, 2022, and shall continue for a period of three (3) years. On or before October 31, 2027, two (2) consecutive one (1) year extensions shall be implemented automatically. In the event that the Illinois Environmental Protection Agency (hereinafter "IEPA") disapproves of this Agreement at any time, then, anything herein to the contrary notwithstanding, this Agreement shall thereupon automatically terminate and be null and void. The term of this Agreement may be ended upon 60 days written notice by either party if it is determined that the Village is going to sell the facility or either party becomes disenchanted with the other party's performance.

ARTICLE V **Insurance and Liability Limits**

SECTION 5.1 Throughout the full term of this Agreement, the Village shall maintain, at its sole cost and expense, the following insurance coverages, with each policy of such insurance to name TEST as an additional insured:

(a) Property Insurance – Named perils on the real and personal property comprising the Wastewater Plants and the Water Plants, including, but not limited to, the building and other structures situated hereon and the boilers, machinery, fixtures, equipment and other property located therein, such insurance to be full extent of the insurable value thereof; and

(b) Comprehensive Public Liability Insurance – The protection of which shall include, but not be limited to, coverages of bodily injury, property damages, products liability and

contractual liability claims, arising out of or in any way relating to the operation of the Wastewater Plants and Water Plants, or to the quality of the water from the Water Plants, such insurance to have limits of not less than One Million and no/100 (\$1,000,000.00) Dollars as to any claim.

SECTION 5.2 Throughout the term of this Agreement, TEST shall maintain, at its sole expense, public liability insurance for bodily injury and property damage arising out of its operation of the Wastewater and Water Plants, automobile liability insurance and worker's compensation/employers liability insurance and shall agree to name the Village as an additional insured. The following insurance coverage/limits shall be maintained during the term of the Contract unless otherwise approved by the Village:

	<u>Occurrence/Aggregate</u>
Excess Liability:	\$4,000,000/\$4,000,000
Comprehensive General Liability:	\$2,000,000/\$2,000,000
Automobile Liability:	\$1,000,000/\$1,000,000
Worker's Compensation/Employer's Liability:	Statutory

SECTION 5.3 Within thirty (30) calendar days of the date of the contract, the Village and TEST shall each furnish the other with a certificate of insurance evidencing the foregoing coverage requirements and showing them to be in effect. At any time during the term of this Agreement, or any extension or renewal thereof, either party, by demand, shall be entitled to a copy of the current certificate of insurance showing insurance in effect at that time.

ARTICLE VI

Notices

SECTION 6.1 All notices required or permitted to be given or delivered hereunder shall be given by certified mail, return receipt requested, postage prepaid, and when so mailed shall be

deemed to have been given on the day deposited in the United States mails, addressed to the party to be notified at the address listed below, or, in case the party to which such notice is directed has previously notified the party giving such notice of a change in mailing address, to such changed address:

- (a) As to the Village: Village of Poplar Grove
200 Hill Street, PO Box 01
Poplar Grove, IL 61065
- (b) As to TEST: Total Environmental Service Technologies, Inc.
2323 4th Street, PO Box 483
Peru, IL 61354
Attn: Christopher M. Perra

ARTICLE VII

This Agreement Constitutes The Whole Agreement Of The Parties

SECTION 7.1 This Agreement is an integration of the complete understanding and agreement of the Village and TEST as to the subject matter hereof, and there have been no representations, affirmations, assurances, undertakings or promises made by or on behalf of either the Village or TEST or relied upon by either, which are not herein set forth. This Agreement shall not be subject to alteration, amendment or modification, except by the supplemental agreement of the parties hereto duly executed by each of them.

Strict Construction: This Agreement is and shall be deemed and construed to be the joint and collective work product of the parties hereto and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any Court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any, contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written in multiple counterparts, each of which counterpart is hereby declared to be an original hereof, but all of such counterparts together shall constitute but one Agreement.

**VILLAGE OF POPLAR GROVE,
A Municipal Corporation**

BY: _____
Village Administrator

(CORPORATE SEAL)

ATTEST:

Village Clerk

**Total Environmental Service Technologies, Inc. (TEST)
an Illinois Corporation**



BY: _____
Christopher M. Perra
President

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Christopher M. Perra, personally known to me to be the President of Total Environmental Service Technologies, Inc., a Corporation whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, they signed and delivered the said instrument of writing as President of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of July, A.D. 2022.

OFFICIAL SEAL
ELAINE BUMGARNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/29/2023

Elaine Bumgarner
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF BOONE)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Village Administrator of the Village of Poplar Grove, an Illinois municipal corporation, and _____, personally known to me to be the Village Clerk of said Village of Poplar Grove, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Administrator and Village Clerk, they signed and delivered the said instrument of writing as Village Administrator and Village Clerk of Village of Poplar Grove, and caused the corporate seal of said Village to be affixed there to pursuant to authority given by the Village Council of said Village of Poplar Grove, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Poplar Grove, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, A.D. 2022.

Notary Public

EXHIBIT A

EXHIBIT A

The North Wastewater Plant is designed to treat a daily average flow of 0.50 million gallons per day and a design maximum flow of 1.25 million gallons of influent per day on a treatment basis consisting of Sequential batch reactors (SBR).

The effluent of the North Wastewater Plant, based on information received from the Illinois Environmental Protection Agency (hereinafter referred to as IEPA), is not to exceed the limits of NPDES Permit IL0023451. The most current NPDES permit should be referred to for the limits to be met. Periodic samplings and testing of the effluent area required under Illinois NPDES Permit Number IL0023451.

The IEPA has classified the North Wastewater Plant as a Class II facility, which required TEST to have a Class II certified operator in charge of the supervision, management, and operation of the Wastewater Plant, and, additionally IEPA requires monthly confirmation reports on behalf of the client as to the samplings and testings as called for under its NPDES permit.

The South Wastewater Plant is designed to treat a daily average flow of 1.0 million gallons per day and a design maximum flow of 2.5 million gallons of influent per day on a treatment basis consisting of Sequential batch reactors (SBR).

The effluent of the Wastewater Plant, based on information received from the Illinois Environmental Protection Agency (hereinafter referred to as IEPA), is not to exceed the limits of NPDES Permit IL0071447. The most current NPDES permit should be referred to for the limits to be met. Periodic samplings and testing of the effluent area required under Illinois NPDES Permit Number IL0071447.

The IEPA has classified the South Wastewater Plant as a Class I facility, which required TEST to have a Class I certified operator in charge of the supervision, management, and

operation of the South Wastewater Plant, and, additionally IEPA requires monthly confirmation reports on behalf of the client as to the samplings and testings as called for under its NPDES permit. It is anticipated by the parties hereto that the Wastewater Plants are subject to being operated in such manner that their effluent will comply with the aforementioned limits, taking into consideration and on the assumption that the influent and other operational elements are within the design and capacity of the Wastewater Plant and, also, assuming the continuing availability of the required operating supplies.

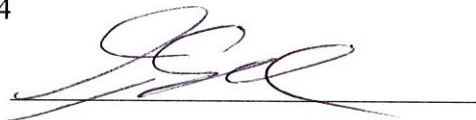
EXHIBIT B**CERTIFIED OPERATOR IN CHARGE****DATE SHEET****A. Parties Involved**Contract Operator

Total Environmental Service Technologies, Inc.
P.O. Box 483
2323 4th Street
Peru, IL 61354
Phone: (815) 224-1650 (TEST)

TEST Certified Operator In Charge –

Ion Stear
TEST, Inc.
P.O. Box 483
Peru, IL 61354

Signature


WWTP Owner

Village of Poplar Grove
PO Box 01
200 Hill St.
Poplar Grove, IL 61065
Phone: (815) 765-3201 (Client)

B. Contract effective starting and expiration dates

Start Date: November 1, 2022
Expiration Date: October 31, 2027

C. Number of visits to the WWTP per week

Continuous daily operation by TEST, Inc. staff
and 5 weekly visits by Ion Stear

D. Duties and responsibilities of each party.

- 1) Proper operation of the WWTP including meeting all NPDES Permit effluent requirements.

TEST, Inc. and the Village of Poplar Grove will be responsible for the proper operation of the WWTP.

- 2) Sample collection pursuant to the NPDES Permit.

TEST, Inc. shall be responsible for the sample collection pursuant to the NPDES Permit.
- 3) Preparation and submittal of Discharge Monitoring Reports.

TEST, Inc. shall be responsible for the preparation and submittal of discharge monitoring reports and other required reports.
- 4) Laboratory analyses.

TEST, Inc. shall be responsible for the laboratory analysis.
- 5) Maintaining lift stations.

TEST, Inc. and the Village of Poplar Grove shall be responsible for the maintenance of the lift stations with the Village being responsible for the materials.
- 6) Maintaining a spare parts inventory.

TEST, Inc. shall be responsible to maintain and The Village of Poplar Grove shall be responsible for purchase of spare parts.
- 7) Maintaining required operating records and reports.

The Village of Poplar Grove shall maintain a file system to adequately record and document all data.
- 8) Provide labor and materials for correcting any maintenance and operational problems.

TEST, Inc. and the Village of Poplar Grove will provide labor and the Village of Poplar Grove will provide the materials for correcting any maintenance and operational problems.
- 9) Maintain and, if necessary, implement an emergency operating plan.

TEST, Inc. and The Village of Poplar Grove shall be responsible for maintaining and implementing an emergency operating plan, if necessary.
- 10) Performing preventive maintenance on equipment as recommended by the manufacturer.

- 11) TEST, Inc. and the Village of Poplar Grove shall be responsible for performing preventative maintenance on equipment as recommended by the manufacturer. Perform routine operational control testing as recommended by the Agency.

TEST, Inc. and the Village of Poplar Grove shall be responsible for performing routine operational control testing as recommended by the Agency.

- 12) Signature of each party of the contract.

Please refer to the signature page of the contract.

CERTIFIED WATER SYSTEM OPERATOR CONTRACT
EPA Required Language

WHEREAS, Poplar Grove, Illinois, hereinafter designated as the Supply, is desirous to employ a certified water plant operator; and


WHEREAS, Ion Stear (#26198999) of TEST, Inc., Peru, Illinois, hereinafter designated as Contractor Operator, is capable of performing the duties required of a certified water system operator in the State of Illinois, and

WHEREAS, said Supply and Contractor have entered into an agreement for certified operator for the water system operator, agree on the following terms and conditions:


1. That said Contractor, Ion Stear of TEST, Inc., is the holder of an Illinois EPA Class C Certificate as a public water supply operator and that the said Poplar Grove requires the services of such a person in the operation of its' water system.
2. That said parties herein agree that said Independent Contractor will be responsible for operations of Poplar Grove in accordance with the rules and regulations of the Illinois Environmental Protection Agency.
3. Said Independent Contractor hereby agrees to act as the Certified Water Plant Operator on a contractual basis for said Poplar Grove.
4. It is further agreed among the parties herein that Ion Stear of TEST, Inc. is an Independent Contractor and is not an employee of Poplar Grove and is not subject to employee provisions of employment by said Poplar Grove.
5. It is further agreed that this Contract shall be effective on November 1, 2022 and shall be fully operative and binding on all parties to this Contract until October 31, 2027 or canceled by either party by giving 30 days in writing by certified U. S. Mail, postage prepaid.
6. That said parties agree to the requirements set forth in the addendum to this agreement in regard to the responsibilities of both parties.
7. That this agreement and its addendum have been approved by the Illinois Environmental Protection Agency.

This Contract entered into this ____ day of _____, 2022 by the parties hereinbelow mentioned.

Title
Owner (OW), Official Custodian (OC), OR Administrative Contact (AC)



Christopher Perra, President, TEST, Inc.



Ion Stear, Certified Operator

ATTEST:

(RECORDING CLERK OF SYSTEM)

ADDENDUM TO CONTRACTUAL PUBLIC WATER SUPPLY AGREEMENT

1. Information Regarding Parties Involved:

Community Water Supply Information:

Name of Supply: Poplar Grove

System ID #: IL0070150

System ID #: IL0070300

System ID #: IL0070350

Name of Official Custodian: Don Sattler, Village President

Name of System Contact: Don Sattler, Village President

Mailing Address: 200 Hill St. PO Box 01, Poplar Grove, IL 61065

Phone: Official Custodian: 815-765-3201

Email Address: president@villageofpoplargo.com

Certified Public Water Supply Operator

Name of Certified Operator: Ion Stear

Operator 9-digit ID number: 261989999

Mailing Address: 2323 4th St., PO Box 483, Peru, IL 61354

Phone: 815-224-1650

Email: istear@testinc.com

2. Starting Date of Agreement:

Starting Date: November 1, 2022

The Owner, Official Custodian, or Administrative Contact of the community water supply must submit this contract delegating responsibility and authority to the contract operator to the IEPA (hereafter known as the Agency) for approval within thirty (30) days following the execution of the contract.

Submit contract to the following address:

Illinois EPA, Drinking Water Compliance Assurance Section #19, 1021 North Grand Avenue East, Springfield, Illinois 62794-9276.

The Agency shall, not later than 45 days following the receipt of this contract, provide notice to the community water supply of its decision to approve or disapprove the contract.

3. Expiration Date of Agreement:

Expiration Date: October 31, 2027

This contract must include an expiration date. While there is no required length of duration for this contract, the expiration date should be agreeable to both the community water supply and the contract operator.

If any contract approved by the Agency is terminated before the expiration date in the contract, the Owner, Official Custodian, or Administrative Contact of the community water supply and the contract operator must provide written notice to the Agency no less than 15 days before the contract is terminated.

- 4. Minimum number of visits (or hours) the contract operator must be on-site each week (or month) to the community water supply:**

Continual Operation (24/7) and a minimum of 1 weekly visit to each plant by Ion Stear

- 5. The Duties and Responsibilities of Each Party Involved:**

Community Water Supply Duties and Responsibilities will include but not be limited to:

- A. Provide all needed equipment required to maintain proper day-to-day operation of the community water supply.
- B. Provide labor and materials for correcting any maintenance and/or operational problems.
- C. Provide necessary monetary funds to cover the costs of requirements outlined in A and B.
- D. Ensure that all projects requiring construction and operating permits meet Agency requirements.
- E. Ensure that all NPDES permit effluents are being met (if applicable).
- F. Party will ensure that the community water supply remains in compliance with, but not limited to, the following:
 Design, Operation and Maintenance Criteria, 35 Ill. Adm. Code 604
 Raw and Finished Water Quality and Quantity, 35 Ill Adm. Code 604 Subpart B
 Primary Drinking Water Standards, 35 Ill. Adm. Code 611
 Permits, 35 Ill. Adm. Code 602
 Emergency Operation Requirements found in 35 Ill. Adm. Code 604.135(c)
- G. Maintain copies of all pertinent reports and records at the treatment plant or other system facility site.
- H. Maintain and implement an up-to-date Emergency Operating Plan (EOP).
- I. Provide manpower to perform preventive maintenance on equipment as recommended by the manufacturer.
- J. Must maintain and submit in a timely matter to the Agency all required operating records and reports. The Contract Operator will complete and submit these but the Supply must keep a record of them in their files.
 These records and reports include, but are not limited to:
 -Consumer Confidence Report
 -Drinking Water Compliance Monitoring Reports
 -Discharge Monitoring Reports (if applicable)
 -Monthly Operating Reports

Contractor operator duties and responsibilities will include but not be limited to:

- A. Performing the required number of visits (or hours) as specified in this agreement.
- B. Maintaining proper records of the specified visits.
- C. Must maintain and submit in a timely manner to the Agency all required operating records and reports. These records and reports include, but are not limited to:
 - Consumer Confidence Report
 - Drinking Water Compliance Monitoring Reports
 - Discharge Monitoring Reports (if applicable)
 - Monthly Operating Reports
- D. In addition to the specified visits, the contractual operator must also ensure a means of communication for the community water supply and/or regulatory agencies in the event of routine or emergency operational problems.
- E. Ensure by personal action or by directives to system personnel that system is being operated in a matter that provides for the safe and proper production and distribution of potable water.
- F. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- G. Issue boil orders (when required). This includes notification of affected water system customers by appropriate means, the Illinois Environmental Protection Agency regional office, and the local and/or county public health department, per regulatory guidelines.
- H. Issue public notices (when required). This includes notification of affected water system customers, the Illinois Environmental Protection Agency Compliance Assurance Section, and local and/or county public health department. The Illinois Dept. of Public Health must almost be notified in certain situations.
- I. Responding to Agency requests for information, site visits, or any other requested data.
- J. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analysis.
- K. Provide all needed manpower required to maintain proper day-to-day operation of the community water supply.
- L. Provide manpower for daily equipment checks.
- M. Provide a spare parts inventory.



Illinois Environmental Protection Agency

Item 5.

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: Village of Poplar Grove (North) NPDES Permit Number: IL0023451
Facility Owner/Contact: Don Sattler, Village President Email Address: president@villageofpoplargo.com

Facility Physical Address:

Street: 205 Edson Road County: Boone
City: Poplar Grove State: IL Zip Code: 61065
Phone (w/area code): 815-765-3201

Facility Mailing Address:

Street: 200 Hill Street
City: Poplar Grove State: IL Zip Code: 61065

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

- ☐ **Group 1** - Greater than 1.0 MGD ☒ **Group 2**
- ☐ **Group 3** ☐ **Group 4**
- ☐ Fixed Film Processes ☐ RBCs ☐ Non-aerated Lagoons **With** Lift Stations ☐ Aerated Lagoons
☐ Imhoff Tanks/Sand Filters ☐ Trickling Filters ☐ Non-aerated Lagoons **Without** Lift Stations ☐ Other
☐ Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? ☐ 1.0 MGD or greater ☒ Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Ion Stear
Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #: _____
Certified Class Level: 1

Home Address

Street Address: 9618 Wood Lane P.O. Box: _____
City: Hebron State: IL Zip Code: 60034
Cell Phone #: 815-560-7399 Home Phone #: _____
(with area code first) (with area code first)

Contractor Operator Business Information:Business Name (if applicable): TEST Inc.Mailing Address: 2323 4th St.P.O. Box: 483City: PeruState: ILZip Code: 61354Phone Number (with Area Code): 815-224-1650**Contract Start Date:** Nov 1, 2022**Contract Expiration Date:** Oct 31, 2025

The contract must specify a Start and Expiration Date. If no expiration date is specified, or is specified as 'open', the contract will automatically expire one year from the Contract Start Date. Contracts are only allowed a maximum of a 3-year timeframe. Contracts that list the Contract Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.

Minimum Number of Visits per: Week: 7 Month: _____ **Number of Hours/Visit:** _____

Contracts MUST specify the appropriate minimum number of visits and/or hours per week or month that is required for the Group Level of the facility type. Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.

Party in Responsible Charge For (at a minimum):**N/A IS NOT AN OPTION FOR ITEMS MARKED WITH AN ASTERISK(*)**

	Operator	Owner	N/A
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
2. Sample collection pursuant to the NPDES permit;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Preparation, signature, and submittal of Discharge Monitoring Reports;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	*
4. Laboratory analysis;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Maintaining lift stations;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Maintaining spare parts inventory;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Maintaining required operating records and reports;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
8. Providing labor and materials for correcting any maintenance and operational problems;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Maintaining, and if necessary, implementing emergency operating plan;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Performing routine operational control testing as recommended by the Agency.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*

Operator's PRIMARY Role with this Contract (please check one):

- ☒ Active, hands-on operations and maintenance
- ☐ Reports and record-keeping only (Please mark applicable items above).
- ☐ Supervisory only (Please mark the items above in which you will be supervising).

Please attach any additional contract provisions between the operator and facility to this form. If a contract narrative is attached to the contract form it **MUST** reflect the party responsibilities as noted on the contract form. If there is a discrepancy between the contract form and the contract narrative, the contract will be returned unapproved.

Signatures:

Contracts **MUST** be signed by **BOTH** the Owner and the Operator. If either original signature is missing, the contract will be returned unapproved.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)). Falsification of any information in this application by either party, applicant or supervisor, will disqualify the application and be grounds for sanctions of current certificates held by either party (35 Ill. Adm. Code, Subtitle C, Chapter II, Part 380, Section 380.515(b)).

Don Sattler
Responsible Party/Facility Owner:

Village President
Title:

Signature:

Date:

Ion Stear
Properly Certified Operator

Certified Operator
Title:

Signature:

Date:

Return Completed Contract Form To:

Illinois Environmental Protection Agency
Wastewater Operator Certification Program
BOW/DWPC/CAS #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Pursuant to 35 Ill. Adm. Code 380.1020, the Agency will approve a contract agreement when the contractual operator is properly certified and the provisions of Sections 380.1000, 380.1005 and 380.1010 are satisfied. The Agency will withdraw an approval when it is determined that the contract provisions are not being met or are inadequate to assure proper operation of the wastewater treatment works.

Pursuant to 35 Ill. Adm. Code 380.1015, the contract operator shall maintain records to document that all contract provisions are being met. Pursuant to 35 Ill. Adm. Code 380.1025, modification or extensions to contractual agreements must be submitted to the Agency as a new contract.

*****IEPA USE ONLY*****

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:
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Illinois Environmental Protection Agency

Item 5.

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: Village of Poplar Grove (North) NPDES Permit Number: IL0023451
Facility Owner/Contact: Don Sattler, Village President Email Address: president@villageofpoplargo.com

Facility Physical Address:

Street: 205 Edson Road County: Boone
City: Poplar Grove State: IL Zip Code: 61065
Phone (w/area code): 815-765-3201

Facility Mailing Address:

Street: 200 Hill Street
City: Poplar Grove State: IL Zip Code: 61065

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

- ☐ **Group 1** - Greater than 1.0 MGD ☒ **Group 2**
- ☐ Activated Sludge Plant
☐ Small Package Plant
- ☐ **Group 3** ☐ **Group 4**
- ☐ Fixed Film Processes ☐ RBCs ☐ Non-aerated Lagoons **With** Lift Stations ☐ Aerated Lagoons
☐ Imhoff Tanks/Sand Filters ☐ Trickling Filters ☐ Non-aerated Lagoons **Without** Lift Stations ☐ Other
☐ Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? ☐ 1.0 MGD or greater ☒ Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Jon Stear
Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #: _____
Certified Class Level: 1

Home Address

Street Address: 9618 Wood Lane P.O. Box: _____
City: Hebron State: IL Zip Code: 60034
Cell Phone #: 815-560-7399 Home Phone #: _____
(with area code first) (with area code first)

Contractor Operator Business Information:Business Name (if applicable): TEST Inc.Mailing Address: 2323 4th St.P.O. Box: 483City: PeruState: ILZip Code: 61354Phone Number (with Area Code): 815-224-1650**Contract Start Date:** Nov 1, 2025**Contract Expiration Date:** Oct 31, 2027

The contract must specify a Start and Expiration Date. If no expiration date is specified, or is specified as 'open', the contract will automatically expire one year from the Contract Start Date. Contracts are only allowed a maximum of a 3-year timeframe. Contracts that list the Contract Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.

Minimum Number of Visits per: Week: 7 Month: _____ **Number of Hours/Visit:** _____

Contracts MUST specify the appropriate minimum number of visits and/or hours per week or month that is required for the Group Level of the facility type. Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.

Party in Responsible Charge For (at a minimum):**N/A IS NOT AN OPTION FOR ITEMS MARKED WITH AN ASTERISK(*)**

	Operator	Owner	N/A
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
2. Sample collection pursuant to the NPDES permit;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Preparation, signature, and submittal of Discharge Monitoring Reports;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	*
4. Laboratory analysis;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Maintaining lift stations;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Maintaining spare parts inventory;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Maintaining required operating records and reports;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
8. Providing labor and materials for correcting any maintenance and operational problems;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Maintaining, and if necessary, implementing emergency operating plan;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Performing routine operational control testing as recommended by the Agency.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*

Operator's PRIMARY Role with this Contract (please check one):

- ☒ Active, hands-on operations and maintenance
- ☐ Reports and record-keeping only (Please mark applicable items above).
- ☐ Supervisory only (Please mark the items above in which you will be supervising).

Please attach any additional contract provisions between the operator and facility to this form. If a contract narrative is attached to the contract form it **MUST** reflect the party responsibilities as noted on the contract form. If there is a discrepancy between the contract form and the contract narrative, the contract will be returned unapproved.

Signatures:

Contracts **MUST** be signed by **BOTH** the Owner and the Operator. If either original signature is missing, the contract will be returned unapproved.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)). Falsification of any information in this application by either party, applicant or supervisor, will disqualify the application and be grounds for sanctions of current certificates held by either party (35 Ill. Adm. Code, Subtitle C, Chapter II, Part 380, Section 380.515(b)).

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Don Sattler</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Responsible Party/Facility Owner:</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Village President</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title:</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature:</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date:</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Ion Stear</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Properly Certified Operator</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Certified Operator</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title:</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature:</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date:</div>

Return Completed Contract Form To:

Illinois Environmental Protection Agency
 Wastewater Operator Certification Program
 BOW/DWPC/CAS #19
 1021 North Grand Avenue East
 P.O. Box 19276
 Springfield, Illinois 62794-9276

Pursuant to 35 Ill. Adm. Code 380.1020, the Agency will approve a contract agreement when the contractual operator is properly certified and the provisions of Sections 380.1000, 380.1005 and 380.1010 are satisfied. The Agency will withdraw an approval when it is determined that the contract provisions are not being met or are inadequate to assure proper operation of the wastewater treatment works.

Pursuant to 35 Ill. Adm. Code 380.1015, the contract operator shall maintain records to document that all contract provisions are being met. Pursuant to 35 Ill. Adm. Code 380.1025, modification or extensions to contractual agreements must be submitted to the Agency as a new contract.

*****IEPA USE ONLY*****

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:
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Illinois Environmental Protection Agency

Item 5.

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: Village of Poplar Grove (South) NPDES Permit Number: IL0071447
Facility Owner/Contact: Don Sattler, Village President Email Address: president@villageofpoplargo.com

Facility Physical Address:

Street: 12211 State Route 76 County: Boone
City: Poplar Grove State: IL Zip Code: 61065
Phone (w/area code): 815-765-3201

Facility Mailing Address:

Street: 200 Hill Street
City: Poplar Grove State: IL Zip Code: 61065

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

- ☒ **Group 1** - Greater than 1.0 MGD ☐ **Group 2**
☐ Activated Sludge Plant
☐ Small Package Plant
- ☐ **Group 3** ☐ **Group 4**
☐ Fixed Film Processes ☐ RBCs ☐ Non-aerated Lagoons **With** Lift Stations ☐ Aerated Lagoons
☐ Imhoff Tanks/Sand Filters ☐ Trickling Filters ☐ Non-aerated Lagoons **Without** Lift Stations ☐ Other
☐ Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? ☒ 1.0 MGD or greater ☐ Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Jon Stear
Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #: _____
Certified Class Level: 1

Home Address

Street Address: 9618 Wood Lane P.O. Box: _____
City: Hebron State: IL Zip Code: 60034
Cell Phone #: 815-560-7399 Home Phone #: _____
(with area code first) (with area code first)

Contractor Operator Business Information:Business Name (if applicable): TEST Inc.Mailing Address: 2323 4th St.P.O. Box: 483City: PeruState: ILZip Code: 61354Phone Number (with Area Code: 815-224-1650**Contract Start Date:** Nov 1, 2022**Contract Expiration Date:** Oct 31, 2025

The contract must specify a Start and Expiration Date. If no expiration date is specified, or is specified as 'open', the contract will automatically expire one year from the Contract Start Date. Contracts are only allowed a maximum of a 3-year timeframe. Contracts that list the Contract Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.

Minimum Number of Visits per: Week: 7 Month: _____ **Number of Hours/Visit:** _____

Contracts MUST specify the appropriate minimum number of visits and/or hours per week or month that is required for the Group Level of the facility type. Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.

Party in Responsible Charge For (at a minimum):**N/A IS NOT AN OPTION FOR ITEMS MARKED WITH AN ASTERISK(*)**

	Operator	Owner	N/A
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
2. Sample collection pursuant to the NPDES permit;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Preparation, signature, and submittal of Discharge Monitoring Reports;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	*
4. Laboratory analysis;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Maintaining lift stations;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Maintaining spare parts inventory;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Maintaining required operating records and reports;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
8. Providing labor and materials for correcting any maintenance and operational problems;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Maintaining, and if necessary, implementing emergency operating plan;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Performing routine operational control testing as recommended by the Agency.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*

Operator's PRIMARY Role with this Contract (please check one):

- ☒ Active, hands-on operations and maintenance
- ☐ Reports and record-keeping only (Please mark applicable items above).
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Don Sattler
Responsible Party/Facility Owner:

Village President
Title:

Signature:

Date:

Ion Stear
Properly Certified Operator

Certified Operator
Title:

Signature:

Date:

Return Completed Contract Form To:

Illinois Environmental Protection Agency
Wastewater Operator Certification Program
BOW/DWPC/CAS #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

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*****IEPA USE ONLY*****

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:
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Illinois Environmental Protection Agency

Item 5.

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

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☐ Imhoff Tanks/Sand Filters

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☐ Non-aerated Lagoons **Without** Lift Stations

☐ Other

☐ Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? ☒ 1.0 MGD or greater ☐ Less than 1.0 MGD

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Contract Operator Name: Ion Stear
Operator ID # (if known): 261989999 or Last 4 Digits of Social Security #: _____
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	<u>Operator</u>	<u>Owner</u>	<u>N/A</u>
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
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10. Performing preventative maintenance on equipment as recommended by the manufacturer;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Performing routine operational control testing as recommended by the Agency.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*

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Don Sattler _____ Responsible Party/Facility Owner:	Village President _____ Title:
_____ Signature:	_____ Date:
Ion Stear _____ Properly Certified Operator	Certified Operator _____ Title:
_____ Signature:	_____ Date:

Return Completed Contract Form To:

Illinois Environmental Protection Agency
 Wastewater Operator Certification Program
 BOW/DWPC/CAS #19
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 Springfield, Illinois 62794-9276

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*****IEPA USE ONLY*****

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:
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Illinois Environmental Protection Agency

Notification of Responsible Operational Personnel

Please use this form to make community water supply (CWS) contact changes.

CWS Name: POPLAR GROVE-3 water plants Number : IL0070150, IL0070300 IL0070350

REASON FOR CHANGE (check all applicable boxes)

<input type="checkbox"/>	Change in Owner and/or Official Custodian Information	<input checked="" type="checkbox"/>	Change in Administrative Contact Information	<input type="checkbox"/>	Change of Sample Collector Information
<input type="checkbox"/>	Change in Responsible Operator in Charge Information	<input type="checkbox"/>	Updating phone, mailing address, and/or E-Mail information only	<input type="checkbox"/>	This is a NEW CWS

OWNER (OW) If the CWS is **privately owned**, identify the **individual** (and contact information) exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Mobile Home Park, Apartment Complex, or Private Business, etc.). This individual must sign.

If the CWS is publicly owned or owned by private corporation, or regularly organized body, identify the entity exercising direct supervision over the CWS in accordance with 35 Ill. Adm. Code 603.101 (e.g., Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision, or Association). If an entity, **only complete Entity Name, Business #, and Address** (no signature required) and then complete OFFICIAL CUSTODIAN (OC) box.

Name (Individual) or Entity Name (Municipality, Water District, Assoc., etc.)

Business Address

Title: (if applicable)

NO CHANGE HERE

Cell#: () Business#: ()

Home#: () Fax#: ()

E-Mail:

If Individual, Signature:

(Signature of Individual)

Date:

OFFICIAL CUSTODIAN (OC) If the owner is an Entity as listed above (Municipality, Water District, Water Corporation, Water Cooperative, Conservancy District, Subdivision or Association, etc.) identify a person who acts on behalf and is responsible for the supply. This person should be an elected official of a municipality, member of the board, or an officer of the organization that runs the supply (mayor, president, chairman, etc.).

Name: (print)

NO CHANGE HERE

Business Address

Title (if applicable)

Cell # () Business#: ()

Home# () Fax#: ()

E-Mail:

Signature:

(Signature of Official Custodian)

Date:

ADMINISTRATIVE CONTACT (AC) An owner or official custodian may designate an administrative contact to oversee daily managerial operations of the CWS. Any notice provided by the Agency to the AC shall be considered notice to the owner or official custodian. These notices may include, but are not limited to Sample Demand Letters, Public Notice Advisories, Violation Notice, Notice of Intent to Pursue Legal Action, and notices of regulatory requirements and permitting transactions.

Name: (print) Don Sattler

Title: Village President

Cell#: () Work#: (815) 765-3201

Home#: () Fax#: ()

E-Mail: president@villageofpoplargo.com

Signature:

(Signature of AC)

Business Address

200 N Hill Street

Poplar Grove, IL 61065

Date:

Signature of the Owner or Official Custodian is required before Illinois EPA will add or change an AC contact:

I hereby duly authorize Don Sattler, Village President (print) as my Agent, with actual authority to conduct legal transactions arising from the daily managerial operations of the CWS on my behalf.

Signature:

(Signature of Owner or Official Custodian)

Date:

Village of Poplar Grove

EXHIBIT A

ACCOUNT/INVOICE NUMBER	ADDRESS	TOTAL AMOUNT DUE	REASON
0013001K01	13533 HARVEST WAY	\$57.75	Uncollectable
0013002401	13541 HARVEST WAY	\$121.28	Uncollectable
0013002501	13543 HARVEST WAY	\$121.28	Uncollectable
0013002601	13545 HARVEST WAY	\$12.42	Uncollectable
0013002701	13547 HARVEST WAY	\$110.25	Uncollectable
0000000009	4124 CORNFLOWER RD	\$150.00	Uncollectable
Total to be written off:		\$572.98	

RESOLUTION NUMBER: 2022-31

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS
AUTHORIZING THE WRITE-OFF OF UNPAID WATER AND SEWER BALANCES
AND UNPAID MOWING FINES**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) has conducted a review of its past due utilities accounts and unpaid fines; and

WHEREAS, the Village has found old accounts which have outstanding water and sewer balances but that have not had any recent activity; and

WHEREAS, the Village has found a mowing fine that has not had any activity for several year; and

WHEREAS, the Village has attempted to collect the unpaid balances and fines, but due to the amount of time that has passed, the account holders’ contact information is outdated; and

WHEREAS, the Village desires to write off these unpaid water and sewer balances and unpaid mowing fines as bad debt from the Village’s Water and Sewer Revenue and the Village’s Fine Revenue;

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby authorizes the amount of \$422.98 in unpaid water and sewer balances and \$150 in mowing violations be written off as bad debt from the Village of Poplar Grove’s Water and Sewer Revenue and Fine Revenue, and the Village Treasurer is hereby directed to take such action as necessary to remove said debt for accounting purposes. The bad debt to be written off is attached hereto as Exhibit A and incorporated herein.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK