

**INTERGOVERNMENTAL AGREEMENT
TO DISCONNECT WATER SERVICE FOR THE
NON-PAYMENT OF SANITARY SEWER SERVICE FEES**

THIS AGREEMENT is made on this ____ day of _____, 2023, between the COUNTY OF LAKE, a unit of local government in the State of Illinois, ("**County**"), and the VILLAGE OF VOLO, an Illinois municipal corporation ("**Village**").

RECITALS

Whereas:

1. The Village sells water to customers within its jurisdiction, and the County provides sewer service to many of those same customers.
2. The County has adopted an approved user charge system, which is the primary means of financing the operation, maintenance, and replacement of its sewer system.
3. The County invoices many of the same customers as the Village, but the County charges are for the transportation and treatment of the sewage discharged by those customers.
4. County sewer customers who fail to pay their sanitary sewer service fees may, by County ordinance, have their sanitary sewer service disconnected for such non-payment.
5. Sewer disconnections can be very costly and also in many instances involve work in street rights-of-way, which disturbs paved streets.
6. The Village and the County recognize that it is to their mutual advantage to work together to minimize the amount of County fees that are not paid in order to keep the rates to their common customers as low as possible.
7. As an alternative to disconnecting sanitary sewer service, disconnecting water service can have virtually the same effect on the customer.
8. The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes Illinois units of local government to make agreements such as this one.

NOW, THEREFORE, the County and the Village agree as follows:

ARTICLE I

The Village agrees to disconnect water service for the non-payment of sanitary sewer service fees, subject to the following provisions:

1.1. Notice to Customer and Village.

The County shall mail a disconnection notice, in a form similar to the attached as Exhibit A to this agreement, to the customer at least fourteen (14) days prior to the disconnection date, which notice shall include the following information:

1. reason for disconnection identified as non-payment of sanitary sewer service fees to Lake County
2. disconnection date
3. amount that must be paid to avoid disconnection
4. date by which that amount must be paid to avoid disconnection
5. where/how payment can be made
6. contact information for questions.

The County shall send a copy of the disconnection notice to the Village.

1.2. Disconnection of Water Service by the Village.

The Village will be responsible for disconnecting the customer's water service on the disconnection date. The County agrees to have one of its employees present when the Village disconnects the customer's water service to post a notice of disconnection at the property, which notice shall include the following information:

1. reason for disconnection identified as non-payment of sanitary sewer service fees to Lake County
2. amount that must be paid to restore service

3. where/how payment can be made
4. contact information for questions.

In the event the Village is unable to physically turn off the customer's water service (for example, due to an inoperable b-box), the Village shall have no obligation to take any further actions to disconnect the customer's water service.

1.3. Restoration of Water Service by the Village.

Unless required by order of a court of competent jurisdiction, the Village agrees to leave the water service disconnected until such time as the County notifies the Village to restore water service to the customer. The County agrees to notify the Village to restore water service immediately once the customer is eligible to have their service restored (i.e. all amounts owed by the customer to the County have been paid or other payment arrangements have been made). The process of restoring water service shall be done solely by the Village with no assistance from the County. The Village will only dispatch personnel to restore water service during normal business hours (7:00 a.m. – 3:30 p.m.).

ARTICLE II

2.1. Fees

The County shall pay the Village \$100 for each service disconnection performed during normal business hours (7:00 a.m. – 3:30 p.m.), which fee will be reduced by 50% if the disconnection takes place on the Village's regular monthly disconnection date. The County will not be assessed a fee if the customer is to be disconnected by the Village for non-payment of water service fees. Should the County require a service disconnection or restoration outside normal business hours, the County shall pay the Village an additional \$100 for each service disconnection or restoration performed outside normal business hours. All fees will be assessed when the Village dispatches personnel to perform the disconnection or restoration. The County

agrees to pay all fees within thirty (30) days upon receipt of an invoice from the Village. These fees shall increase by \$2.50 each May 1st, beginning May 1, 2024, during the term of this agreement.

ARTICLE III

3.1 Representatives.

The County and the Village agree to each designate in writing the individuals authorized to act as its representatives with respect to the information and services to be provided under this agreement.

ARTICLE IV

4.1 Effective Date and Term.

This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature. This agreement shall remain in effect for a period of 20 years, but it may be terminated at any time with 90 days' prior written notice by either party, with or without cause. The County's obligation to pay the Village pursuant to Article II, and to indemnify, defend, and hold harmless the Village pursuant to Article VII shall survive any termination of this agreement.

ARTICLE V

5.1 Notices

All notices and other communications in connection with this agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail

or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048
Attn: Director of Public Works

For notices and communications to the Village:

Village of Volo
500 S. Fish Lake Road
Volo, Illinois 60073
Attn: Village Administrator

ARTICLE VI

6.1 Indemnification.

The County agrees to indemnify and defend the Village and to hold it harmless from any claims or causes of action arising from service disconnections or restorations under this agreement.

ARTICLE VII

7.1 Execution in Counterparts.

The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

ARTICLE VIII

8.1 Modifications.

No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter

of this agreement and supersedes all other oral or written agreements.

Signed:

COUNTY OF LAKE

VILLAGE OF VOLO

By: _____
Sandy Hart
Chairman, Lake County Board

By: _____
Stephen Henley
Mayor

ATTEST:

ATTEST:

Anthony Vega
County Clerk

Colleen Huhn
Village Clerk

(S E A L)

(S E A L)

EXHIBIT A



Department of Public Works
650 W. Winchester Road
Libertyville, Illinois 60048-1391

Department of Public Works
650 W Winchester Rd
Libertyville, IL 60048-1329
Office 847-377-7500
Fax 847-984-5582
Emergency 847-377-7188
www.lakecountyil.gov

CUSTOMER NAME
CUSTOMER ADDRESS
VOLO IL 60073-8171

Date

THIRD AND FINAL NOTICE
No further notices will be sent to you prior to disconnection.

RE: Account Number: 0000000 - 000000000

Service Address: 123 ANYWHERE LN

Dear CUSTOMER:

You are hereby notified that water service to your property will be disconnected on or about (Day, Month Date, Year) due to non-payment of your sanitary sewer service charges. This is your third and final notice. **No further notices will be sent to you prior to disconnection.**

We must take this action because your sanitary sewer service charges for the period **starting period – ending period**, in the amount of **\$XXX.XX** are delinquent.

To avoid this action, please submit send your payment Do later than (Day, Month Date, Year). Visa or Mastercard payments are accepted by phone at 847-377-7500 (press option 1) or payments can be made in person at the Lake County Public Works facility.

If you cannot pay your balance in full now, you may be eligible for a payment plan. Please contact the Billing Division's customer service at 847-377-7500 (press option 2) at least one (1) business day prior to the disconnect date to speak with an account specialist regarding your eligibility. Your cooperation and prompt attention to this matter is essential.

Sincerely,

LAKE COUNTY PUBLIC WORKS DEPARTMENT

Billing Supervisor