

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LISLE AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 25th day of April, 2023 between the Village of Lisle, a municipal corporation, (hereinafter referred to as “VILLAGE”), with offices located at 925 Burlington Avenue, Lisle, Illinois 60532, and the County of DuPage, Illinois, a body politic and corporate, (hereinafter referred to as the “COUNTY”) with offices located at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the VILLAGE furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers’ premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers’ premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings of the VILLAGE’S service area at the premises of customers on the COUNTY and VILLAGE water systems; and

WHEREAS, the VILLAGE and COUNTY have determined that it would be more efficient for a single entity to collect all meter readings and to supply these readings to the other governmental entity; and

WHEREAS, the VILLAGE and COUNTY desire for the COUNTY to read the VILLAGE’S water meters; and

WHEREAS, the VILLAGE and COUNTY desire to partner in the implementation of a fixed-base, Advanced Metering Infrastructure System (AMI) in order to: 1) Eliminate manual water reads; 2) Reduce non-revenue water due to meter inaccuracies and enable more timely identification of leaks; 3) Reduce cost to obtain reads; and 4) Improve customer service by receiving daily consumption reads to provide advanced data analysis and providing water customer access to a consumer portal to monitor usage; and

WHEREAS, it is necessary that meter-reading services be provided subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY and the VILLAGE agree as follows:

1.0 GENERAL TERMS

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 The following definitions shall apply:

1.2.1 “Billing Cycle” shall refer to the approximate sixty (60) day time period every other month. There are (6) six billing cycles each year.

1.2.2 “Inside Reading” shall mean any meter reading, or attempted meter reading, other than an Outside Reading.

1.2.3 “Outside Reading” shall mean a meter reading, or attempted meter reading, made from a device that is capable of displaying and, or, transmitting a meter reading, located outside a structure or enclosure, and which is readily accessible to the COUNTY meter readers without the need for keys, special permission or assistance to enter.

2.0 METER READING, PRIOR TO IMPLEMENTATION OF AMI SYSTEM

The COUNTY shall read the VILLAGE’s designated meter accounts on a bi-monthly basis on the odd numbered months during each calendar year. All readings conducted during a bi-monthly period shall be completed, and related reports transmitted to the VILLAGE, by the 28th of that month. The COUNTY shall generate a list of the missed readings and attempt to get a correct reading for each location. To the extent known, the COUNTY shall identify the reason for each missing or erroneous read. Reread sheets shall be provided to the VILLAGE

no later than three (3) business days after receipt of the original listing of all reads from the 28th of that month.

- 2.1 The COUNTY shall have the right to cause the VILLAGE water meters to be read at reasonable hours by properly authorized employees of the COUNTY. COUNTY employees reading VILLAGE water meters shall be dressed in uniform and shall carry and display suitable identification.
- 2.2 The COUNTY meter readers shall make the same reasonable efforts to obtain VILLAGE water meter readings as they make to obtain COUNTY water meter readings.
- 2.3 The COUNTY, shall in the manner hereafter agreed upon by the parties as described above, communicate to the VILLAGE the water meter readings taken by COUNTY meter readers.
- 2.4 The VILLAGE shall install, or require to be installed, Sensus SR-ECR Iperl, SR II, or Omni meters, with touch read, in all new construction or approved equivalent. Further, whenever the VILLAGE replaces, or is required to replace existing meters, the VILLAGE shall use a Sensus SR-ECR, Iperl, SR II, or Omni meter with touch read or approved equivalent as the replacement meter. All touch read mechanisms will read in thousands (4 digits).
- 2.5 The COUNTY agrees that its meter readers shall use doorknob cards for remote malfunctions and unoccupied accounts which shall include information on the reason for leaving the card, account and contact information.
- 2.6 The COUNTY shall inform the VILLAGE, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. VILLAGE personnel shall be responsible for appropriately responding to such notice within (1) one billing cycle of notification by the COUNTY. Until such time that the meter is made compliant by the VILLAGE, the COUNTY shall estimate the customer's usage for billing purposes. VILLAGE will take a reading from the meter at the time of repair/replacement and provide reading to the COUNTY.
- 2.7 The COUNTY shall inform the VILLAGE, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. VILLAGE personnel shall be responsible for appropriately responding to such notice on a timely basis.

3.0 DATA REPORTING, PRIOR TO IMPLEMENTATION OF AMI SYSTEM

- 3.1 The COUNTY shall provide to the VILLAGE during each billing cycle the following:
 - 3.1.a The County shall submit to the VILLAGE the customer meter reads and all related information for each customer, including but not limited to account number, date of reading, and current reading. Such information shall be provided in an electronic file via email to the designated representative at the VILLAGE using the text file format. Any change in the file format must be mutually agreed to by both parties.
 - 3.1.b A listing of non-readings whenever the COUNTY attempts, but is unable to read a meter that includes the reason for not reading the meter.
- 3.2 In the event the VILLAGE requires additional reporting from the COUNTY associated with meter reading, which reports are not specifically provided for herein, the VILLAGE shall reimburse the COUNTY for all reasonable costs, directly or indirectly, associated with producing said reports.

4.0 METER READING, TRANSITION TO AMI SYSTEM

- 4.1 The COUNTY and VILLAGE will partner to implement a fixed-base AMI system.
- 4.2 The VILLAGE will use base station antennas the COUNTY has installed.
- 4.3 The COUNTY will be responsible for the maintenance of the base station antennas during the term of this agreement.
- 4.4 The VILLAGE, at its expense, will replace or retrofit all water meters within the VILLAGE'S system with Sensus Smartpoint Radio transmitters within thirty six months of the effective date of this agreement.
- 4.5 The COUNTY will enter a Software as a Service (SaaS) agreement with Sensus USA Inc. for Regional Network Interface (RNI) software and Sensus Analytics software.
- 4.6 The COUNTY will charge the VILLAGE the VILLAGE'S share of SaaS fees based upon the VILLAGE'S share of the annual contracted fee with Sensus USA Inc.
- 4.7 The COUNTY will enter a Software as a Service (SaaS) agreement with Sensus USA Inc. for a Sensus Analytics Consumer Portal allowing

VILLAGE water customers to enroll and access the portal to monitor usage.

5.0 DATA REPORTING, TRANSITION TO AMI SYSTEM

- 5.1 The VILLAGE will utilize Sensus Analytics software to obtain meter readings for Water Billing purposes.
- 5.2 The COUNTY will have access to the same Sensus Analytics software to obtain meter readings for Sewer Billing purposes.

6.0 IDENTIFICATION OF PREMISES.

- 6.1 The VILLAGE shall, in the manner hereafter agreed upon by the parties, identify to the COUNTY the premises at which water meter readings are to be made by the COUNTY. The COUNTY shall not be responsible for any discrepancies between the inside meter reading and remote readings.
- 6.2 The VILLAGE shall provide the COUNTY all water meter remote address locations in order to facilitate the reading of those accounts.
- 6.3 The VILLAGE shall provide the COUNTY with meter change out paperwork, final meter readings for meter changes outs, ownership/occupant change paperwork including forwarding address and final meter readings for ownership/occupant changes at least bi-monthly or more often as determined and mutually agreed upon by staff from the COUNTY and VILLAGE, except in cases where paperwork is received at the end of the billing cycle. For this exception, VILLAGE will provide customer changes after the bi-monthly billing period is finalized. VILLAGE shall provide to COUNTY a list of customers that VILLAGE terminates water service for and provide COUNTY with a list of restored customers,

7.0 OUTSIDE READING/INSIDE READING.

- 7.1 It is expressly understood that any attempt by the COUNTY to read a meter shall be treated as a reading for billing purposes, as set forth in Section 8.0, below, regardless of whether the COUNTY was able to successfully read that meter.

8.0 CHARGES FOR SERVICES/PAYMENT.

- 8.1 Effective with the first billing cycle after the approval of this Agreement, Ninety Seven Cents (.97¢) for each meter outside or inside reading, non AMI system reading, made by the COUNTY of the VILLAGE'S meters for each meter where the meter read is used by both the VILLAGE and COUNTY for billing purposes.
- 8.2 Effective with the first billing cycle after the approval of this Agreement, One Dollar Ninety Three Cents (\$1.93) for each meter outside or inside reading, non AMI system reading, as defined herein made by the COUNTY'S meter readers of VILLAGE water meters and where the meter read is used only by the VILLAGE for billing purposes.
- 8.3 Effective with the implementation of the AMI system, and obtaining water meter reads electronically via the AMI system, a fee of Fifty Cents (\$0.50) charged bi-monthly for each AMI meter reading used for billing purposes by either the COUNTY or VILLAGE. This fee is for the COUNTY to recover its costs to install, maintain and replace the base station antennas on the COUNTY'S water towers, and the COUNTY'S implementation and ongoing maintenance of a water customer consumer portal.
- 8.4 Effective with the County incurring SaaS software fees per Exhibit A, annual amount to be divided and billed 1/6th each billing cycle.
- 8.5 The COUNTY shall bill the VILLAGE for the billing cycle on a bi-monthly basis; payment of each such bill shall be due from the VILLAGE thirty (30) days after the date of mailing of the bill.
- 8.6 The rates and/or the rate structure, with the exception of the SaaS software fees in Exhibit A, may be modified by the mutual written consent of the Superintendent of Public Works of the COUNTY and the Village Manager of the VILLAGE, based upon an approved DuPage County Public Works rate study. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below.
- 8.7 The non-AMI system reading and billing service charges set forth in Paragraphs 8.1 and 8.2, above, paid by the VILLAGE to the COUNTY shall be held constant until December 31, 2023. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost-of-living increase, the VILLAGE and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 11.1, below. The reading and billing service charge may only

be adjusted once per year, and such adjustments shall become effective January 1st each year.

- 8.8 The AMI meter reading fee set forth in Paragraph 8.3, above, paid by the VILLAGE to the COUNTY shall be held constant until December 31, 2031. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost-of-living increase, the VILLAGE and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below. The reading service charge may only be adjusted once per year, and such adjustments shall become effective January 1st each year.
- 8.9 The COUNTY may request, in writing, that the VILLAGE terminate water service to any VILLAGE water service customer who is more than forty-five (45) days and fifty dollars (\$50.00) past due for COUNTY sewerage service. The COUNTY will review the VILLAGE termination list (referenced in Paragraph 6.3) before requesting termination for delinquency to the COUNTY. If the VILLAGE terminated the service, prior to COUNTY, the VILLAGE will keep the service terminated at no charge to the COUNTY until both the COUNTY and the VILLAGE are paid the delinquent balance, subject to written notification from the COUNTY of such request. The VILLAGE will make a good faith effort to terminate water service to delinquent parcels within three (3) business days of the COUNTY'S request, barring delay due to weather or other unforeseen circumstances or scheduling conflicts. If a service cannot be terminated because the B-Box could not be located or the B-Box is not keyable, the VILLAGE will make a good faith effort to locate and/or repair the B-Box. The COUNTY shall pay the VILLAGE a restoration fee for each property that has water service discontinued and restored in an amount equal to the then current amount provided for in the VILLAGE code, upon receipt of an invoice from the VILLAGE, for each water service sent to the VILLAGE with a request for termination whether or not the water is discontinued and/or restored. This fee may be increased by the VILLAGE at any time, provided the VILLAGE first gives the COUNTY ninety (90) days written notice of the new charges. The fee may be changed without formal amendment of this agreement. The COUNTY shall make payment to the VILLAGE for service terminations within thirty (30) days of receipt of a VILLAGE invoice for such work, except that the COUNTY shall not be required to make such payments to the VILLAGE more often than once per month.

9.0 INDEMNIFICATION.

- 9.1 Each party shall indemnify, hold harmless and defend the other party, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the first party's negligent or willful acts, errors or omissions in its performance under this Agreement, to the fullest extent each party is so authorized under the law.
- 9.2 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this AGREEMENT.

10.0 MISCELLANEOUS TERMS.

- 10.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the COUNTY and the VILLAGE.
- 10.2 This Agreement contains the entire understanding of the VILLAGE and the COUNTY with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 10.3 Upon the execution of this Agreement by both of the parties hereto, the Intergovernmental Agreement between the Village of LISLE and the County of DuPage, Illinois for Reporting and Meter Reading, approved by the COUNTY by Resolution PW-0010-11 shall be null and void and of no further force or effect.
- 10.4 This Agreement shall be executed for and on behalf of the COUNTY and the VILLAGE pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 10.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 10.6 The initial term of this Agreement shall become effective from the date fully executed by the parties and remain in full force and effect for a period of three (3) years from the effective date. On the date of the third anniversary of this Agreement and each subsequent anniversary date

thereafter, this Agreement shall automatically renew for an additional one-year period unless, within at least ninety (90) days prior to such anniversary date, either party has given written notice of termination to the other party.

- 10.7 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the VILLAGE shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination or for the COUNTY to be relieved of its obligation to pay the VILLAGE for services rendered prior to termination.
- 10.8 Upon termination, the liabilities and obligations, with the exception of the SaaS software fees in Exhibit A, of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the VILLAGE shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination. The VILLAGE will be continue to be obligated to pay the COUNTY for SaaS software fees for the period of time the hosting services are provided by Sensus USA, Inc.
- 10.9 In the event that the COUNTY'S obligation hereunder to read the VILLAGE'S water meters cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, pandemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the COUNTY, then during the continuance of such disturbance, (i) the COUNTY'S obligation to read VILLAGE'S water meters shall be suspended to the extent that the interference prohibits such performance, and (ii) subject to the provisions above, the VILLAGE'S obligation to make corresponding payments to the COUNTY shall likewise be suspended.
- 10.10 COUNTY'S obligations under this Agreement are conditioned upon receipt by the COUNTY of such regulatory approvals as the COUNTY, in its sole discretion, determines to be necessary in connection herewith. In addition, if at any time the COUNTY, in its sole discretion, determines that its relationship with any regulatory agency makes such termination advisable, the COUNTY may terminate this Agreement upon at least ninety (90) days prior notice to the VILLAGE.

10.11 Any required notice shall be sent to the following addresses and parties:

For the VILLAGE:

Village of Lisle
925 Burlington Avenue
Lisle, Illinois 60532
ATTN: Eric Ertmoed, Village Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas Kottmeyer, Superintendent

10.12 Any required notice shall be sent to the following addresses and parties:

For the VILLAGE:

Village of Lisle
925 Burlington Avenue
Lisle, IL 60532
ATTN: Eric Ertmoed, Village Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Superintendent

DuPage County State's Attorney's Office
503 North County Farm Road
Wheaton, Illinois 60187
Attn: Civil Bureau

10.13 In addition to the notice requirements set forth above the parties agree that day to day communications may be by telephone or email, communication to the following contact persons, which list may be updated by either party

without formally amending the Agreement in compliance to Paragraph 8.1, above.

For the VILLAGE:

Director of Finance	Sarah Mitchell	630-271-4133
Director of Public Works	Jason Elias	630-271-4171

For the COUNTY:

Financial Administrator	Stan Spera	630-985-7400
Billing Manager	Cheryl Rivera	630-985-2905

10.14 The parties agree that neither party shall have any recourse against the other party for any breach unless notice of said breach has been given and the party in breach has failed or refused to timely cure said breach. The waiver of, or failure to enforce, any breach of this Agreement by any party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

10.15 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

10.16 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Village of Lisle

County of DuPage

Christopher Pecak
Mayor

Deborah A Conroy,
County Board Chair

Attest:

Attest:

Kristy Grau
Village Clerk

Jean Kaczmarek
County Clerk

	Exhibit A: SaaS Software Fees			
	VILLAGE OF LISLE			
		RNI	Sensus Analytics	Total
	Year 1	\$ 8,335.00	\$ 10,793.00	\$ 19,128.00
	Year 2	\$ 8,505.00	\$ 11,013.00	\$ 19,518.00
	Year 3	\$ 8,679.00	\$ 11,238.00	\$ 19,917.00
	Year 4	\$ 8,856.00	\$ 11,467.00	\$ 20,323.00
	Year 5	\$ 9,037.00	\$ 11,701.00	\$ 20,738.00
	Year 6	\$ 9,218.00	\$ 11,935.00	\$ 21,153.00
	Year 7	\$ 9,402.00	\$ 12,174.00	\$ 21,576.00
	Year 8	\$ 9,590.00	\$ 12,417.00	\$ 22,007.00
	Year 9	\$ 9,782.00	\$ 12,665.00	\$ 22,447.00
	Year 10	\$ 9,978.00	\$ 12,918.00	\$ 22,896.00
	*Core & Main/Sensus SaaS fees annual escalation of 2% through year 10.			
	** Annual fee after year 10 to be determined by the amount			
	charged by Core & Main / Sensus USA Inc.			
	SUBJECT TO CONTRACT PRICING FROM CORE & MAIN / SENSUS BASED			
	ON THE NUMBER OF ACCOUNTS FOR EACH RESPECTIVE MUNICIPAL UTILITY.			