

ORDINANCE NUMBER: 2026-08

**AN ORDINANCE AMENDING TITLE VI “PUBLIC WAYS”, CHAPTER 2
“COMBINED WATERWORKS AND SEWERAGE SYSTEMS” SECTIONS 6-2-4-2,
SECTION 6-2-4-4, SECTION 6-2-4-10 AND SECTION 6-2-4-11 OF THE CODE OF
ORDINANCES FOR THE VILLAGE OF POPLAR GROVE**

WHEREAS, the Village of Poplar Grove (“Village”) had adopted a Code of Ordinances (“Code”); and

WHEREAS, Title VI Public Ways and Property, Chapter 2 “Combined Waterworks and Sewerage System” governs the use of the Village water and sewer system including billing and payments; and

WHEREAS, the Village wishes to amend Title VI “Public Ways and Property”, Chapter 2 “Combined Waterworks and Sewerage System”, 6-2-4-4 “Termination of Service” of the Code; and

WHEREAS, the Village wishes to also amend Title VI “Public Ways and Property”, Chapter 2 “Combined Waterworks and Sewerage System” to add Sections 6-2-4-10 “Installment Plans” and 6-2-4-11 “Restoration of Terminated Service” to the Code; and

WHEREAS, the Village has determined that it is in the best interest of the Village and its citizens to approve amendments to the Chapter of the Code regarding water service termination and payment plans for water service charges.

NOW THEREFORE, BE IT ORDAINED by the 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. Chapter 2 “Combined Waterworks and Sewerage System” of Title VI “Public Ways and Property” of the Code of Ordinances for the Village of Poplar Grove, shall and hereby is amended, and Section 6-2-4-4 “Termination of Service” is added to read as follows (deletions shown as ~~strikethroughs~~ and new language as **bold** and underlined):

“6-2-4-4. – TERMINATION OF SERVICE.

- A. Non-payment. Timing of payments for service shall follow 6-2-4-2(A). If an account remains unpaid by the end of the month with a remaining balance of \$50 or two (2) months of delinquent balances, whichever is greater, water services will be shut off and will result in a \$110.00 shut off fee, and service shall not be reinstated until all past due invoices are paid in full pursuant to 6-2-4-2(A). A disconnection notice will be sent via regular mail prior to disconnection following the 21st day of the month. In the event that the b-box

is damaged, such that the water services are unable to be shut off, the shut off fee will still be imposed.

In the event of non-payment and the Village cannot shut service off as scheduled due to a b-box obstruction, the Village may assess an administrative fee of \$55.00.

Further, it shall be a violation of this Section for a property owner or occupant to obstruct a b-box, intentionally or unintentionally, or to prevent the Village from accessing the b-box subject to a penalty as outlined in Section 1-4-1 General Penalty of this Code.

- B. Other Termination of Service. If a water/sewer customer in good standing, or in the case of emergency, the owner of said property may request by application a turn-off or turn-on for a service fee of \$45.00 each.
 - C. Sewer Only Customers. For sewer-only customers, if the rate or charges for such service are not paid according to 6-2-4-2(A), the Village shall notify the owner of the property in writing that the bill for such service is past due, and late fees will be assessed. In the event the charges for service are not paid according to 6-2-4-2, such charges shall be deemed and are hereby declared to be delinquent, and thereafter such delinquencies shall constitute liens upon the real estate for which service is supplied. The Village Clerk is hereby authorized and directed to file sworn statements showing such delinquencies in the Office of the Recorder of Deeds of Boone County, Illinois, and the filing of such statements in such office shall be deemed notice for the payment of such charges for such service.
 - D. **In the event of extreme weather that prevents the Village from disconnecting service to the property, no administrative fee shall be assessed, and disconnection shall occur at the next possible date. For the purposes of this Section, Extreme weather shall mean temperatures in excess of 90° or temperatures lower than 10° on the date of disconnection or in the 24-hours following, at the discretion of the Village; natural precipitation covering the b-box; tornado weather conditions; or any other weather warning that could endanger the safety of village employees.**
3. Chapter 2 “Combined Waterworks and Sewerage System” of Title VI “Public Ways and Property” of the Code of Ordinances for the Village of Poplar Grove, shall and hereby is amended to add Section 6-2-4-10 “Installment Plans” is added to read as follows (deletions shown as ~~strikethroughs~~ and new language as **bold** and **underlined**):

“6-2-4-10. – INSTALLMENT PAYMENT AGREEMENTS.

- A. **In the case of customers experiencing financial hardship, the village president or his or her designee, is authorized to enter into agreements with such customers for the payment in installments of bills issued with amounts**

in excess of \$350.00 prior to the bill becoming delinquent and of delinquent amounts owed to the department.

- B. In order to qualify for an installment payment agreement the following criteria must be met; 1) the account must be in a minimum delinquent amount in excess of \$350.00; 2) the account may not have defaulted on a previous installment payment plan in the last twelve (12) consecutive months; and 3) if an account has defaulted on a previous installment payment plan within the last twelve (12) consecutive months, a review of the previous twenty-four (24) months shall be conducted.
- C. Prior to entering into an agreement, the customer is required to provide a down payment in the amount of twenty-five percent (25%) of the total balance of the account. Such agreements shall include the following provisions:
1. Occupants applying for an installment payment agreement must have prior approval of the property owner and the property owner must be an additional party to any payment agreement with the Village;
 2. Installment payment plans shall not be effective until a payment agreement has been fully executed by the Village, the occupant, and the owner(s) of the property if the owner is not the occupant;
 3. All bills for current service must be paid in full before the billing due date;
 4. The delinquent amount must be paid in full by regular payments over the period specified in the agreement and shall be subject to the following terms:

<u>Delinquency Balance</u>	<u>Term Length</u>
<u>\$350.00 - \$500.00</u>	<u>Up to 3 months</u>
<u>\$501.00 - \$1,000.00</u>	<u>Up to 6 months</u>
<u>\$1,001.00 - \$1,500.00</u>	<u>Up to 9 months</u>
<u>Over \$1,500.00</u>	<u>Up to 12 months</u>

Any payment agreement with a term over twelve (12) months must be approved by the village board; and

5. If the delinquent amount is in excess of \$350.00 and the customer has entered into a payment agreement with the Village, the village clerk is authorized to temporarily suspend the imposition of the ten percent (10%) late payment penalty, until the term of the agreement is satisfied and the delinquent amount including any prior late payment penalties incurred prior to the date the payment agreement is entered, are paid in full along with any current amount due;
6. Service will not be terminated for the delinquent bill so long as the customer makes regular payments under the payment agreement and all bills for current service are timely paid;

7. In the event that a customer defaults on a payment agreement, the ten percent (10%) late payment penalty and all other temporarily suspended penalties will be reinstated and the full amount will be immediately due and owing to avoid shutoff;
8. No subsequent installment payment agreement shall be authorized for a customer until twelve (12) months have elapsed since the last payment was made on a prior installment payment plan; and
9. Executed installment payment agreement defines payment expectations for the outstanding balance only. Bills for current service must remain current with payment made by required due date.

- D. Failure to comply with the provisions of the agreement shall result in the termination of service, after which the delinquent amount shall be due in full, along with a service restoration fee before service will be restored;
- E. Any amount owed is a lien against the property served.”

4. Chapter 2 “Combined Waterworks and Sewerage System” of Title VI “Public Ways and Property” of the Code of Ordinances for the Village of Poplar Grove, shall and hereby is amended to add Section 6-2-4-11 “Restoration of Terminated Service” is added to read as follows (deletions shown as ~~strikethroughs~~ and new language as **bold** and underlined):

“6-2-4-11. – RESTORATION OF TERMINATED SERVICE.

- A. When water service has been terminated to a property or premises for nonpayment of amounts owed to the Village and/or for violations of the provisions of this article, water service shall not be restored until the amounts due have been paid in full, or arrangements have been made satisfactory to the village clerk for their payment, and/or until the violations have been corrected.
- B. In addition to subsection (a) of this section, the service restoration fee, which recovers the cost of the work of shutting the water off and turning it on, along with the administrative costs, and costs due to the Village for estimated loss in water revenue, shall be paid before service is restored.
- C. After all of the conditions of this section have been satisfied, the public works director shall order service to be restored to the property or premises at once.”

5. Except as amended by this Ordinance, all other provisions and terms of the Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

6. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2026

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2026

PRESIDENT

ATTEST:

VILLAGE CLERK