

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

February 6, 2012

NOTICE MEETING OF THE ELECTRIC COMMITTEE (Blaies/Smith/Matchett)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, February 8, 2012, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

I. Items to be Discussed

A. Old Business

1. Approval of January 11, 2012 minutes
2. Franchise Fee (Ameren)
3. Highway lighting
4. HAPS
5. Portable Generator repair and replacement
6. Fuel Cost Adjustment
7. Arc Flash Study
8. Spill containment/Wiegmann's expansion
9. Safety Training
10. Digger truck/Demo
11. American Tower Request
12. Spreadsheet of agreements
13. Work on electric poles/transformers behind grade school
14. Shed

B. New Business

1. Chubb Inspection Report 1/9/12
2. HD Supply Quote for Alarm System
3. Itron Maintenance Renewal
4. IMEA Summary of Operations for 2011

C. General Concerns

D. Public Participation

E. Adjourn

At said Electric Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c) (1) a.]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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ELECTRIC COMMITTEE MEETING
Wednesday, February 8, 2012 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, February 8, 2012 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson.

A. OLD BUSINESS:

1. Approval of January 11, 2012 Minutes: Trustee Steve Smith motioned to approve the January 11, 2012 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): Nothing new.
3. Highway lighting: Nothing new.
4. HAPS: We only have the final testing to do.
5. Portable Generator Repair and Replacement: Nothing new.
6. Fuel Cost Adjustment: John will get meter readings off the lights to make sure we are in line with what we are charging for the lights.
7. Arc Flash Study: Dennis and John reported we received the report and have invited BHM&G to come out and review it with us. We want the highlights pointed out and Steve asked if there was a summary included in the report. Dennis believes there is and he will get a copy to everyone. The report provides suggestions of what needs to be done. Dennis said he wants a list of items prioritizing the most dangerous items that need to be taken care first.
8. Spill containment/Wiegmann: Dennis, John and Dean Park met today with Tom Hottenrott and representatives of Wiegmann's and said it went really well. John said we might be able to start measuring the loads next week. These measurements are used by Dean to design the transformers correctly. Dennis said Wiegmann's could possibly save up to \$20,000 a year and we will be eliminating tremendous safety problems and environmental containment issues. The total cost of the project will be approximately \$150,000.
9. Safety Training: John doesn't have anything on safety training, but said Tyler completed the Basic Regulator Training seminar conducted by Fletcher-Reinhardt. John asked Tyler to bring in all his certifications so they can sit down with IMEA and see where he is. He thinks Tyler has about 1.5 - 2 years to go on his lineman training. Steve asked if we are going to look for another lineman. The committee agreed to advertise for a lineman through the Belleville News Democrat and also put the ad back on the website.

10. Digger truck/demo: The Altec quote was discussed. John said as you can see from the quote, it is customized to Freeburg's specifications. Dennis said the guys did a really good job of designing the truck with the features they needed and didn't go overboard. Both Mike and Steve asked if any other company could provide a quote to us. John said he went to Altec because our other trucks are Altec trucks and the communities that are part of our Mutual Aid Agreement have Altec trucks. The committee asked John to go back and see if Altec can give us any price break on the quote to prevent us from going out to bid on the truck. John said we need a new truck now and if we go with this Altec truck, it will take nine months to have it built.

11. American Tower Request: We have not heard back from American Tower. Item can be taken off the agenda.

12. Spreadsheet of agreements: A copy of the spreadsheet was provided and Julie will get it updated to add in additional agreements. John mentioned that he and Dennis met with Charter about getting their facilities off the poles on Jefferson Road leading to SAVE site. Dennis said the talks are moving forward with getting a pole rental agreement executed with Charter. Neither he nor Charter could find any signed agreement increasing the \$5 per pole charge to \$10 per pole charge. Dennis said he would prefer to cover the entire length of time at the lower per pole charge and invoice Charter for that. He also told Charter he wouldn't talk to them about the franchise agreement until an agreement could be reached on the pole rental agreement. This item will be added to the agenda.

13. Work on electric poles/transformers behind grade school: John said this project will be done over the summer. Dennis said the next big safety issue that needs to be addressed is the transformer outside the school window and Dean Park will need to design this. Dennis would like to put this project in the budget and John said the school should help contribute on the cost.

14. Shed: Nothing new.

Steve asked about the 3-to-5 year plan and Dennis said he needs to start working on it. Steve found a camera that can read facial features and license plates. John advised the committee the north power plant was broken into again and a bolt cutter and copper wire was stolen. He had the guys out there and spent a lot of time securing the area. He said the alarm system is live and all calls go directly to Cencom. He has a quote from HD Supply for a wireless motion detector that monitors motion, heat and smoke. It would cost \$2,000 for the initial system and \$500 a year for cell phone service. All the calls would go straight to Cencom. You can mount the system anywhere you want to. Dennis said we need to do something and John agreed. The committee agreed to order the motion detection system and directed John to look into the camera system.

B. NEW BUSINESS:

1. Chubb Inspection Report 1/9/12: Dennis said Chubb performed the air tank inspection even though we did not have our boiler policy through them. There was a lag in the cancellation paperwork. We have received our refund from Chubb.

2. HD Supply Quote for Alarm System: Discussed above.

3. Itron Maintenance Renewal: John said this is the software/handheld/Bluetooth for the radio read meters. Dennis said this is a yearly renewal.

4. IMEA Summary of Operations: Provided for informational purposes. Dennis said Prairie State's first unit should go online this month.

C. **GENERAL CONCERNS**: Mike asked to reschedule the March Electric meeting since he and John will be at the Legislative Rally. It was reset to 3/7/12 at 5:30 p.m. Julie will check with Rita to see if Personnel can be moved to that night at 6:30 p.m. Dennis advised the committee that he did receive the Safe Routes to School plans today. He and John went out and looked at the site and said the drawings don't look quite right. Dennis will contact Marsha from TWM and schedule a meeting with her to come out and review the plans.

D. **PUBLIC PARTICIPATION**: None.

E. **ADJOURN**: *Trustee Steve Smith motioned to adjourn at 6:43 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

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ELECTRIC COMMITTEE MEETING
Wednesday, January 11, 2012 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, January 11, 2012 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson.

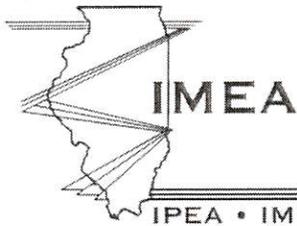
A. OLD BUSINESS:

1. Approval of December 14, 2011 Minutes: Trustee Steve Smith motioned to approve the December 14, 2011 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): Dennis hasn't had time to work on this
3. Highway lighting: On hold for now.
4. HAPS: John said everything has been installed and tested. He said we have a couple days of testing to do and everything should be good to go. Mike asked about the billing on this project and Dennis said we've been billed monthly on the percentage amount completed. Dennis said BHM&G will probably bill the last 10 - 15% when the final testing has been completed.
5. Portable Generator Repair and Replacement: Nothing new.
6. Fuel Cost Adjustment: John said we are going to get meter readings off the lights to make sure we are in line with what we are charging and will track that for the next three months. John said we've done a better job of accounting for the lights.
7. Arc Flash Study: John emailed BHM&G a couple of weeks ago and hasn't heard anything from them. The same guy that is working on the HAPS project is also working on this. John will email him again.
8. Spill containment/Wiegmann: Dennis said Dean Park has corresponded with Wiegmanns and Dean has not heard back from them. Dennis said we need to get going on this pretty soon in order to do the work over the summer during Wiegmann's downtime.
9. Safety Training: Arthur Gallagher does offer some online training and if we request it, they can send someone to conduct some training sessions. John said he has everyone signed up for a JULIE safety course in locating and trenching/shoring. He will continue to look into a certified trenching/shoring class. He would like to network with other municipalities and townships and possibly have everyone go in on a certified class.
10. Digger truck/demo: John said the Altec representative advised we will receive the email quote shortly and will set up a meeting next week to review it.

11. American Tower Request: We have not heard back from American Tower.
 12. Spreadsheet of agreements: Julie will put a copy of the spreadsheet in everyone's mailbox and said if any additions need to be made to let her know.
 13. Work on electric poles/transformers behind grade school: John said we decided to wait until better weather to complete the project.
 14. Lineman position: Dennis said both he and John agreed to let the lineman position remain open for a while. John would like to wait another month or so and see where Tyler is. He said there is a capacitor/regulator class that he would like to sign Tyler up for. John said Tyler is very safety conscious. Item can be taken off the agenda.
 15. Shed: Nothing new.
 16. Total usage report for residents: Dennis reviewed this with Jane and she said we've always printed out usage reports for those residents that request it. It would be a huge, expensive project to print out a usage report for every customer and mail that since it prints in several sheets. Steve said he was fine with us providing the information if a resident called in. Item can be taken off the agenda.
- B. NEW BUSINESS:** John brought up the IMEA customer choice seminar tomorrow night and Dennis said we have 7 people attending. Julie received IMUA scholarship information and she will get an article in the Tribune about it.
- C. GENERAL CONCERNS:** John said we are in the process of putting underground power in for the pool. That will power the lift station and the overhead lines can be removed.
- D. PUBLIC PARTICIPATION:** None.
- E. ADJOURN:** *Trustee Ray Matchett motioned to adjourn at 6:04 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



3400 CONIFER DRIVE, SPRINGFIELD, IL 62711
217-789-4632 / FAX 217-789-4642

Date: January 17, 2012

Re: **Electric Agency Update 2012 – 2**

To: IMEA Board Members

From: Kevin Gaden, President & CEO

First IMEA Executive Board Meeting of 2012 slated for January 25: The Executive Board is scheduled to meet at **10:00 a.m.** on **Wednesday, January 25** at IMEA headquarters **in Springfield**. The second meeting of the year is scheduled for **2:00 p.m.** on **Wednesday, February 22** at IMEA headquarters **in Springfield**.

February Board of Directors Meeting: The next IMEA Board Meeting will be held at IMEA headquarters in **Springfield** on **Thursday, February 23** at **10:00 a.m.** An IMUA board meeting will follow the luncheon served after the IMEA board meeting.

Watch for Upcoming Customer Choice Seminars: The first of several regional seminars on the topic of “customer choice” in Illinois took place on Thursday, January 12 in Collinsville. More than 55 city officials – ranging from mayors and city managers to aldermen and city attorneys – from the municipalities of Breese, Carlyle, Freeburg, Highland, Mascoutah and Waterloo attended. We are in the process of setting the remainder of the schedule and will get it to you as soon as it is finalized.

NESHAP for CI RICE: Last week, IMEA staff participated in an EPA seminar on the rules for hazardous air pollution standards for diesel generators. As we mentioned in a legislative update last week, the US EPA has settled its issue with companies that aggregate small emergency generators and place them into a regional transmission organization’s demand response program. EPA has agreed to **allow emergency units in demand response programs to operate for up to 60 hours annually** (up from 15 in the original rule). That change – and any outstanding petitions on NESHAP (such as the National Rural Electric Cooperatives Association’s petition related to peak shaving for small engines) – should be addressed in a Notice of Proposed Rulemaking in April. EPA has made **no indication that the effective date of the NESHAP for CI RICE rule will be extended from May 2013.**

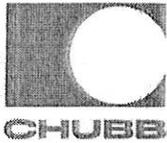
Thanks for the Hospitality: Last week, I visited several IMEA member municipalities, including Highland, Carlyle, Breese, Mascoutah, Rock Falls, Naperville, St. Charles, Princeton, Peru, Oglesby, Ladd, Waterloo and Red Bud. This week, I’ll have the pleasure of visiting even more IMEA communities. I appreciate the welcome I have received from all of you and look forward to a great working relationship.

*PARTNERS IN DELIVERING
EXCELLENCE IN UTILITY SERVICES.*

ILLINOIS MUNICIPAL ELECTRIC AGENCY
ILLINOIS PUBLIC ENERGY AGENCY
ILLINOIS MUNICIPAL UTILITIES ASSOCIATION
WWW.IMEA.ORG

Agreements In Effect

Agreement	Term	Payments
Ameren Gas Franchise	8/15/2011 - 8/15/2021	2012: \$14,985 2013: \$12,475 2014: \$ 9,965 2015: \$7,455 2016-21: \$4,950
American Tower request to negotiate lease	Purchase price of \$86,000; perpetual easement	1/18/99 - 1/17/19 \$6,900 (thru 2010) \$7,935 (thru 2015) \$9,125 (thru 2019)
AT&T Land Line Contract	3 year term expires 12/23/2012	None, discount received on monthly bill
Charter - cable franchise	1/18/99 - 1/17/19; being negotiated	3% of gross revenue (\$18,000/yr)
Charter Pole Rental Agreement	in process	
C.J. Schlosser & Company (audit)	3/31/11 - 3/31/13	\$9,050 (2011) \$9,300 (2012) \$9,550 (2013)
CellNet - Ameren/Landis & Gyr (Pole Meter Agreement)	6/6/11 - 6/5/13	\$480 yealy pole rental + utility cost
Citizens Bank	1/9/12 - 1/9/15	3 annual payments of \$12,864.59 beginning on 1/9/13 <i>backhoe</i>
Citizens Bank	Pool loan - pending	
IDOT Traffic Signal Master Agr.	7/1/11 - 6/30/21	No payments to us
KDL/Windstream (fiber through town)	6/6/11 - 6/5/16	<i>add in annual payments to us</i>
Real Estate Tax Abatements	Tax year 2011 Tax year year 2014 Tax year 2022	\$2,982.13 \$1410.75 \$226.67
TIF Agreement	Expires 12/31/2028 or sooner if notes are paid off	\$365,692.60 - relocation costs; \$248,062.00 - traffic light
<i>find one for sewer machine</i> <i>Bond issues</i>		



CHUBB GROUP OF INSURANCE COMPANIES

8000 MARYLAND AVENUE, SUITE 1500, ST. LOUIS, MO 63105-3913
Phone: (314) 889-4449 • Fax: (314) 889-4455 • Email: josseck@chubb.com

RECEIVED

JAN 17 2012

January 12, 2012

Mr. John Tolan
Village of Freeburg
14 Southgate Center
Freeburg, ILL 62243

Subject: Inspection conducted on 01/09/2012

Insured: Village of Freeburg
Policy: ATD MONO / 78314649 / Federal Insurance Company

Dear John:

The purpose of this visit was to inspect the objects listed below to determine compliance with applicable codes and acceptable engineering practices.

OBJECT	LOCATION	ID NUMBER	DOCUMENT EXPIRATION
Unfired Pressure Vessel	Powerhouse	IL. # 101901	Taken Out of Service
Unfired Pressure Vessel	Powerhouse	IL. # 101902	1-9-2015
Unfired Pressure Vessel	Powerhouse	IL. # 101903	1-9-2015
Unfired Pressure Vessel	Powerhouse	IL. # 101904	1-9-2015
Unfired Pressure Vessel	Powerhouse	IL. # 101905	1-9-2015

OBSERVATIONS

All safety devices functioned properly at the time of my inspection. No adverse conditions were noted. Please send the results from your 2011 oil analysis on your transformers and LTC's.

RECOMMENDATIONS

No recommendations have been issued as a result of this inspection. There are no outstanding recommendations.

NEXT VISIT

The next visit to your facility will be scheduled April 2012, to address jurisdictional inspection activity.

SUMMARY

The equipment was found to be in satisfactory condition. An inspection report has been forwarded to the jurisdictional authority detailing the conditions observed during this inspection. Certificates will be issued for each object, to expire as noted above.

This document is advisory in nature. It is offered as a resource to be used together with your professional insurance advisors in maintaining a loss control program. Evaluations, reports, and recommendations are made solely to assist the insurer in underwriting and loss control. Evaluation for any hazard or condition does not imply that it is covered under any policy. Reports or certificates provided in connection with any state-required pressure vessel inspection do not mean that all hazards or conditions were controlled at the time of the inspection. No liability is assumed by the information contained in this document. Chubb refers to the member insurers of the Chubb Group of Insurance Companies

Client: Village Of Freeburg, Freeburg Light And Power
DBA: Power Plant
Coverage/Policy #: 78314649
Report Date: January 12, 2012

If you have any questions regarding the information contained in this report, please contact me at (314) 889-4449 or josseck@chubb.com.

Sincerely,

John A. Osseck

John A. Osseck
Senior Machinery Breakdown Risk Engineer
Loss Control Services

cc: R W Troxell & Company, William Sowle



4555 S. Hwy 45
 PO Box 729
 Mattoon, IL 61938

Phone: 217.235.0546
 Fax: 217.258.6630

www.hdsupply.com/utilities

Quotation: U00268181.00

To: **FREEBURG MUNICIPAL ELEC DEPT**
412 WEST HIGH
FREEBURG, IL 62243

Attn: **JOHN**
 Phone:
 Fax: **6185395876**

Issued Date: **Jan 30, 2012**
 Expiration Date: **Feb 29, 2012**

Sales Contact: **Jonathon Mars**
(P) 217.258.0962
(F) 217.258.0964
jonathon.mars@hdsupply.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		7T-TATTLETALE TATTLETALE BASE UNIT W/ KEY FOB	1	2,000.000	Ea	2,000.00
2		7T-HIPOOUTMO DUAL BEAM OUTDOOR MOTION DETECTOR	2	0.000	Ea	0.00
3		7T-12MONTHSFULLMONT 12 MONTHS OF FULL MONITORING	1	0.000	Ea	0.00

SECTION TOTAL: \$2,000.00

QUOTE TOTAL: \$2,000.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

As North America's largest electric utilities distributor, HD Supply Utilities offers the industry's broadest and most dynamic portfolio of products, services and solutions for the distribution, transmission and generation of electric power.



4555 S. Hwy 45
PO Box 729
Mattoon, IL 61938

Phone: 217.235.0546
Fax: 217.258.6630

Quotation: U00268181.00

www.hdsupply.com/utilities

Terms and Conditions of Sale ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



4555 S. Hwy 45
 PO Box 729
 Mattoon, IL 61938

Phone: 217.235.0546
 Fax: 217.258.6630

www.hdsupply.com/utilities

Quotation: U00268182.00

To: **FREEBURG MUNICIPAL ELEC DEPT**
412 WEST HIGH
FREEBURG, IL 62243

Attn: **JOHN**
 Phone:
 Fax: **6185395876**

Issued Date: **Jan 30, 2012**
 Expiration Date: **Feb 29, 2012**

Sales Contact: **Jonathon Mars**
(P) 217.258.0962
(F) 217.258.0964
jonathon.mars@hdsupply.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		7T-HIPOOUTMO DUAL BEAM OUTDOOR MOTION DETECTOR	1	399.000	Ea	399.00
2		7T-KEYFOB KEY FOB REMOTE	1	99.000	EA	99.00

SECTION TOTAL: \$498.00

QUOTE TOTAL: \$498.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

As North America's largest electric utilities distributor, HD Supply Utilities offers the industry's broadest and most dynamic portfolio of products, services and solutions for the distribution, transmission and generation of electric power.



4555 S. Hwy 45
PO Box 729
Mattoon, IL 61938

Phone: 217.235.0546
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Terms and Conditions of Sale ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
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11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
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01-FEB-2012

Julie Polson
Village of Freeburg
14 Southgate Center
Freeburg, IL 62243-1541
United States of America

Subject: Itron Maintenance Renewal

Dear Julie Polson

Your Itron Maintenance Agreement is about to enter a new year, and per the terms of the Agreement, we are submitting our support pricing for the upcoming year. The equipment and/or software identified in the enclosure will be covered under the Agreement at the rates indicated. **Please note that this is not an invoice.** If a purchase order number is required on your invoice, please forward a copy of the purchase order to our Service Business Department.

Itron maintenance customers receive prompt service on their covered product that goes beyond reported problems, to include preventive maintenance and product updates that enhance product reliability. Your Itron Maintenance Agreement offers considerable value by avoiding hourly service fees, unnecessary paperwork, and administrative expenses. Over 90% of our customers purchase maintenance and support services under an Itron Maintenance Agreement.

On behalf of everyone at Itron we extend our sincere thanks for your ongoing patronage and we look forward to being of continued service. If you have any questions regarding your Maintenance Agreement, please feel free to contact me at 800-635-5461. I can also be contacted via E-mail at sandy.holder@itron.com.

Sincerely,

Sandra L. Holder
Service Business Rep.



Contract Number	Short Description	Start Date	End Date	Amount	Currency
SC00004497	Village of Freeburg - MVRS & HW	June 1, 2012	May 31, 2013	\$2,283.69	USD

Line Number	Service	Start Date	End Date
1	SVC-FC2SR	June 1, 2012	May 31, 2013

Line Number	Covered Line	Level	Start Date	End Date	Quantity	UOM	Amount
1	FC2,SR,2-WAY,512MB,W/O BLUETOOTH	Product	2012/06/01	2013/05/31	1	EA	\$441.29
							\$441.29

Line Number	Service	Start Date	End Date
2	SVC-SERIALDESKDOCK	June 1, 2012	May 31, 2013

Line Number	Covered Line	Level	Start Date	End Date	Quantity	UOM	Amount
1	OEM,FC2/R/Q1 DESK DOCK SGL SER,SINGLE SERIAL DESK DOCK,ROHS	Product	2012/06/01	2013/05/31	1	EA	\$25.31
							\$25.31

Line Number	Service	Start Date	End Date
3	SVC-MCL	June 1, 2012	May 31, 2013

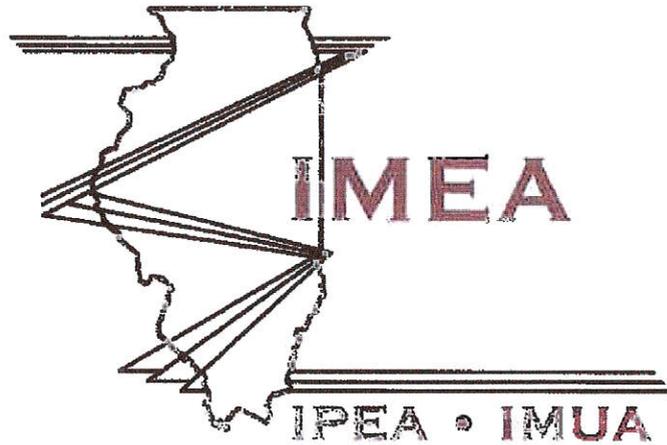
Line Number	Covered Line	Level	Start Date	End Date	Quantity	UOM	Amount
1	MFC,RF UNIT TOP LEVEL	Product	2012/06/01	2013/05/31	1	EA	\$623.00
							\$623.00

Line	Service	Start Date	End Date



Number	SVC-MVRS BB-ED	June 1, 2012	May 31, 2013
4			

Line Number	Covered Line	Level	Start Date	End Date	Quantity	UOM	Amount
1	MVRS,2501-7500 METERS SERVICED,ELECTRONIC DELIVERY	Item	2012/06/01	2013/05/31	1	EA	\$1,194.09
							\$1,194.09



Summary of Operations

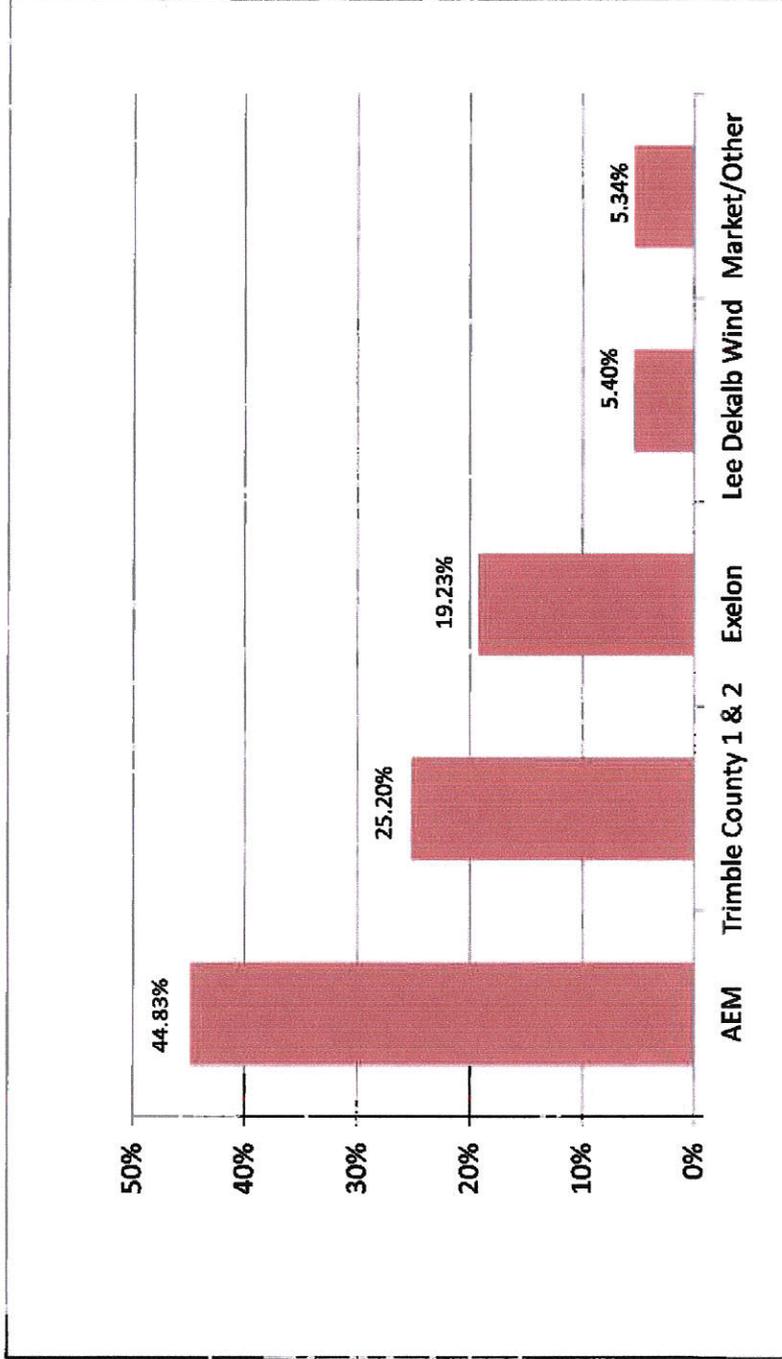
2011

Annual Peak Demands and Energy Consumption for 2011

<u>Member</u>	<u>Non-Coincident Annual Peak (kw)</u>	<u>Date & Time of Annual Peak</u>	<u>Energy Purchases from IMEA (MWh)</u>
Altamont	6,405	07/19/11 H15	25,605
Bethany *	2,894	09/01/11 H17	9,665
Breese *	13,677	07/12/11 H15	54,261
Bushnell	9,754	07/20/11 H14	36,759
Cairo	12,500	07/12/11 H16	73,187
Carlyle	10,367	07/21/11 H16	44,276
Carmi	16,756	07/12/11 H16	61,251
Casey	9,107	07/21/11 H16	34,671
Chatham *	24,760	07/21/11 H18	80,364
Fairfield	19,164	07/21/11 H15	76,838
Farmer City *	5,321	07/20/11 H16	21,116
Flora	28,190	07/20/11 H16	129,591
Freeburg *	11,733	09/01/11 H16	43,761
Greenup	4,202	07/22/11 H15	16,329
Highland	37,401	07/21/11 H17	142,951
Ladd	3,395	08/02/11 H18	14,814
Marshall	15,268	07/21/11 H15	69,358
Mascoutah *	16,815	07/21/11 H18	58,078
Metropolis	22,825	08/03/11 H17	92,050
Naperville *	387,937	07/21/11 H17	918,762
Oglesby	10,496	07/21/11 H18	38,838
Peru	52,187	07/20/11 H15	201,754
Princeton	26,888	07/20/11 H15	111,278
Rantoul	35,152	07/21/11 H15	144,641
RECC	27,907	07/21/11 H15	115,964
Red Bud *	12,741	07/21/11 H14	49,325
Riverton *	7,039	09/01/11 H18	22,546
Rock Falls	21,728	07/20/11 H17	72,340
Roodhouse	3,468	08/02/11 H18	12,404
St. Charles	129,994	07/20/11 H17	543,907
Sullivan	16,829	07/21/11 H16	70,098
Waterloo	23,933	07/21/11 H17	92,223
Winnetka	39,559	07/21/11 H15	131,981
<hr/>			
Non-Coincident Peak	1,066,397		
IMEA Coincident Peak	1,043,518	07/21/11 H17	3,610,988

* All time peak

Sources of IMEA Power





Rantoul - Generator of the Year

Member	Dedicated Net Capacity kW	[1] Total Fuel Oil Consumed (Gal)	[1] Average Unit Price (\$/Gal)	[2] Storage Capacity (Gal)	[1] Total Natural Gas Consumed (Therms)	[1] Avg Price Natural Gas (\$/Therm)	Avg Power Cost (\$/MWh)	Avg Heat Rate (Btu/kwh)	Net Gen (kwh)
Altamont	5,490	6,523	\$3.08	5,000			\$198.06	9,027	101,161
Breese	12,112	20,779	\$2.57	265,000			\$198.94	10,928	266,205
Bushnell	10,845	6,255	\$2.21	75,000			\$171.64	10,697	80,358
Caryle	10,043	19,644	\$2.58	40,000			\$185.01	10,049	273,683
Cammi	15,785	10,415	\$2.69	37,000	35	\$6.24	\$198.07	10,245	142,663
Casey	5,475	5,626	\$3.16	5,000			\$253.92	11,258	69,961
Fairfield	6,700	8,805	\$2.47	45,000			\$208.16	11,792	104,533
Farmer City	6,100	2,720	\$2.08	15,000	290	\$1.17	\$166.27	11,362	36,068
Flora	9,157	5,454	\$3.55	9,650			\$289.63	11,417	66,879
Freeburg	10,755	7,139	\$1.90	14,700			\$149.90	10,843	92,179
Highland	17,061	16,021	\$2.62	42,500			\$189.41	10,122	221,580
Marshall	12,235	23,034	\$2.61	25,000			\$189.49	10,167	317,168
Mascoutah	0	3,040	\$1.87	45,000			\$157.26	11,764	36,177
Peru	28,257	19,264	\$2.81	85,000			\$233.64	11,329	220,308
Princeton	38,770	8,059	\$2.19	86,000	21,210	\$13.03	\$115.86	9,862	329,456
Rantoul	25,670	25,374	\$2.67	40,000			\$203.88	10,686	332,441
Red Bud	12,600	25,828	\$2.64	30,000			\$186.00	9,853	368,999
Rock Falls	9,147	24,108	\$3.24	67,000			\$241.25	10,410	324,205
Sullivan	18,913	67,547	\$2.76	22,000			\$204.77	10,391	910,111
Waterloo	16,794	25,691	\$2.61	30,000	3,938	\$0.99	\$174.45	12,163	567,627
Winnetka	32,000	23,093	\$2.71	100,000	687,998	\$0.83	\$141.18	17,031	4,101,360
IMEA units	8,143	14,984	\$3.33	6,000			\$266.62	10,947	188,012

[1] As reported by Member on Monthly Generation and Fuel Expense Reporting Forms

[2] In most instances, as reported to R.W. Beck



3400 CONIFER DRIVE, SPRINGFIELD, IL 62711
217-789-4632 / FAX 217-789-4642

Date: February 6, 2012

Re: **Electric Agency Update 2012 – 3**

To: IMEA Board Members

From: Kevin Gaden, President & CEO

February Executive Board Meeting: The next IMEA Executive Board Meeting is scheduled for **2:00 p.m. on Wednesday, February 22** at IMEA headquarters in **Springfield**.

February Board of Directors Meeting: The next IMEA Board Meeting will be held at IMEA headquarters in **Springfield** on **Thursday, February 23** at **10:00 a.m.** An IMUA board meeting will follow.

Prairie State Expected to Go On Line this Month: Subject to the success of some final preparations, Unit One at the Prairie State Generating Campus in Washington County, Illinois, will begin commercial operation as early as February 17. Unit Two is expected to go on line later this spring. IMEA has a 15.17 percent ownership share in the overall project, which, when complete, will consist of two 800 MW supercritical generating units at this mine mouth, coal-fired generating station. Prairie State will be one of the cleanest coal-fired generating facilities in the U.S. Carbon dioxide emissions are expected to average about 15% less than the typical U.S. coal plant. When fully functional, Prairie State will generate enough electricity to serve some 2.5 million families in five states. IMEA's share of the plant's total generation capacity will be 240 megawatts.

Electric Customer Choice Seminar: Thanks to the more than 20 city officials from the IMEA and IMUA member municipalities of St. Charles, Rochelle, Geneva, Batavia and Winnetka who joined us on January 31 in St. Charles for the second in our series of customer choice in Illinois seminars. These gatherings are designed to help you explain to your customers why they are inadvertently receiving wheeling offers from alternate retail electric suppliers. We are planning the remainder of the seminar schedule and will get it to you as soon as it is finalized.

Lisbon update: As we noted in a previous communication, we have filed with the PJM regional transmission organization for a System Impact Study of a possible natural gas generation facility near Lisbon, Illinois. We will update you on the issue at the next board meeting.

SAVE THE DATES – IMEA Annual Meeting October 26-27: The IMEA Annual Meeting will take place Friday, October 26 and Saturday, October 27 at the Crowne Plaza Hotel in Springfield. We'll get details to you closer to the event, but we hope you'll block out your calendars and plan to attend this event.

Electric Efficiency Program Adds Small Solar and Wind Projects Measure: IMEA Board Members should expect information on incentives for small solar and wind projects to come to

them via e-mail early this week. In December, the IMEA Board voted to include a small renewable generation project measure to its current electric efficiency program. Incentives are for projects at municipally owned facilities. Contact **Rodd Whelpley** (rwhelpley@imea.org or **800-243-4632**) for more details.

*PARTNERS IN DELIVERING
EXCELLENCE IN UTILITY SERVICES.*

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
ILLINOIS PUBLIC ENERGY AGENCY
ILLINOIS MUNICIPAL UTILITIES ASSOCIATION**
WWW.IMEA.ORG



January 9, 2012
Our 83rd Year

John Tolan

VILLAGE OF FREEBURG
14 SOUTHGATE CTR

Bill To:

VILLAGE OF FREEBURG
14 SOUTHGATE CTR

FREEBURG, IL 62243-1541
US

Altec Quotation Number: 172139 - 1
Account Manager: Mark Finch
Inside Sales Rep: Toni L Tribby

FREEBURG, IL 62243-1541
United States

Altec Sales Order(s):

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model DM45-B; 45 foot Digger Derrick with hydraulic extending full capacity intermediate and upper booms. Built in accordance with standard specifications and to include the following features:	1	
	A. Pole Setting Sheave Height: 44.4 feet		
	B. Maximum Horizontal Reach from centerline of rotation: 35.0 feet		
	C. Digging Radius from centerline of rotation: 16.0 to 24.8 feet		
	D. Lift Capacity at 10 Ft. Radius: 12,970 lbs. (Without optional equipment installed). See complete load chart for capacities with installed options.		
	E. Boom Articulation: -20 to 80 degrees		
	F. Continuous Rotation with high capacity worm gear drive gearbox		
	G. Insulated, 46 KV and below		
	H. Hydraulic Overload Protection (HOP) System: activates when the unit is exposed to an overload condition. System prevents actuation of all functions that could increase the overload condition. System automatically resets when overload condition is relieved. Overload protected functions include:		
	- Boom Lower		
	- Intermediate Boom Extend		
	- Third Stage Boom Extend		
	- Winch Raise		
	- Digger Dig		
	I. Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation.		
	J. Electronic Controls: Intuitive electronic controls with superior metering. Includes a diagnostic port which by connecting a handheld service tool, provides troubleshooting code readouts and the ability to calibrate function speeds and		



control sensitivity. Electric controls eliminate the risk of high pressure hose leaks near the operator and leak points are minimized throughout the machine.

- K. Manual override of electronically controlled boom, winch, and digger functions at the main control valve
- L. Standard/Low Speed Selector: Allows operator to select standard or low function speed operation. When in standard mode, each function operates at normal speeds. When in low speed, the maximum operational speed of each function is slower providing finer feathering capability. The function is separate from engine throttle control.
- M. Remote Control Retrofitable: Control system includes single quick connect plug for quick and easy installation of radio remote control system in the field upon request (if not already equipped).
- N. Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, and digger functions are operated and controlled by a proportional pilot system which provides full metering and feathering characteristics.
- O. Hydraulic System: Closed Center hydraulic system with maximum flow of 43 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This "flow on demand" system optimizes the overall efficiency and minimizes heat generation. System is designed for smooth transitions between functions. Maximum system pressure is 3000 psi.
- P. Hydraulic Dump Valve: on the main hydraulic circuit provides extra protection by diverting pressurized hydraulic flow away from the main control valve when the unit is idle.
- Q. Fiberglass hydraulic upper boom and boom tip with provision for platform attachment.
- R. Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered for open, close, and tilt.
- S. Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.
- T. Bearings: All extending booms utilize self lubricating, low friction, slide bearings.
- U. Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.
- V. Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an overstow condition.
- W. Two-part load line attachment point on the intermediate boom
- X. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
- Y. Structural Warranty: all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Z. Manuals: Two (2) operator and Maintenance/Parts manuals

- 2. Rear mount pedestal 1
- 3. Rear Mount Altec Opti-View Control Seat, installed on curb side of turntable, includes twin multi-function joystick controls and foot throttle. 1
- 4. Turntable Mounted Winch 1

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| 5. | Winch: Normal Speed with 15,000 lbs. bare drum capacity. Turntable Winch Speeds: 34 - 47 fpm. Boom Tip Winch Speeds: 23- 36 fpm. | 1 |
| 6. | Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed | 1 |
| 7. | 2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft | 1 |
| 8. | Normal Digger Storage: located on the Street Side.
(NOTE: for behind the cab mount derricks, the digger will be located on the curbside)

Nylon auger wind up strap included. | 1 |
| 9. | Derrick is Not Rated for Platform Use: Unit is designed and tested for use only as a digger derrick. | 1 |
| 10. | Vinyl Cover for Altec Opti-View Control Seat (covers seat and both control panels) | 1 |
| 11. | Foot throttle. | 1 |
| 12. | Radio Remote Controls, full function for use as lower or upper controls. Must be used in docking station for use as uppers. Radio Remote Controls can be a stand alone system or can be used in conjunction with other control systems. | 1 |
| 13. | No hard wired upper controls and NO TOOL CIRCUIT at boom tip | 1 |
| 14. | Standard Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. | 1 |
| 15. | Altec RotaFloat System. Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors. Includes alarm and visual indicator. | 1 |
| 16. | Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual) | 1 |
| 17. | Code 450 Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary or primary outriggers | 1 |
| | A. Maximum Spread: 153 inches measured from centerline of shoe pins | |
| | B. Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) | |
| | C. Standard Shoe Dimensions: 14 x 15.25 inches | |
| | D. Hydraulic Outrigger Control Valves | |
| | E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. | |
| | F. Outrigger motion alarms | |

- G. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed.
18. Code 41: Outriggers, A-frame, fixed shoe, 149 maximum spread, for use as auxiliary outriggers only, includes: 1
- A. Maximum Spread: 149 inches to outer edge or shoes
 - B. Penetration at maximum extension: 6.75 inches (for standard installation on a 40 inch frame height)
 - C. Standard Shoe Dimensions: 12 x 12 inches
 - D. Hydraulic Outrigger Control Valves
 - E. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.
 - F. Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.
 - G. Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed.
19. Altec white (standard). 1
20. Piston Pump, Pressure Compensated, left hand rotation, provides 43 gpm max system flow at 3000 psi max system pressure 1

Unit & Hydraulic Acc.

21. Unit Installation Components. 1
22. Carbide Teeth Auger, 18" Dia., With 2-1/2" Hex X 104" Long 1
23. Winch Rope For Turntable Winch 1
24. Screw Anchor Wrench Kit, 10,000 LB, For 1-3/8 Anchors, 2-1/2 Hex (Includes Locking Dog, Kelly Bar Adapter, And Wrench) . 1
25. Load Line Swivel Hook, 5 Ton (Crosby) 1
26. DL/DM Series Derrick Subbase (Rigid) Add a stop in the center at 102 inches. 1
27. Subbase Storage With Drop Down Door (Paddle Latch) At Rear 1
28. Long Tool Storage in Rear Pedestal 1
29. HVI-22 Hydraulic Oil (Standard). 65
30. Reservoir, 60 Gallon, (Altec Standard) 1
31. Standard Pump For PTO 1
32. Hot shift PTO for automatic transmission 1



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| 33. | Muncie PTO (Altec Standard) | 1 |
| 34. | Braden PD18 Hydraulic Front Winch And Bumper Package. 20,000 LB Planetary, Single-Speed Winch With Tool Box And RH Extended Shaft | 1 |
| 35. | 200' Of 1/2" Winch Cable | 1 |
| 36. | Quick Hook (5 TON) | 1 |
| 37. | Winch Controls, Dual-Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Meterable) | 1 |
| 38. | Pole Puller Assembly With 5/8" Chain And Puller Plate | 1 |
| 39. | THE FOLLOWING OPTION IS NOT INCLUDED IN THE QUOTE OR QUOTE PRICE, BUT IS RECOMMENDED. TALK TO YOUR OUTSIDE SALES REPRESENTATIVE FOR ADDITIONAL DETAILS: Complete Derrick OSHA Compliance (D.O.C.) Package: Includes Anti-Two Block Device & Load Moment Limiter. | 1 |

Body

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| 40. | Altec Body | 1 |
| 41. | Steel Body | 1 |
| 42. | Platform (PL), Flatbed Body | 1 |
| 43. | Custom Body Length 176 flatbed length. | 1 |
| 44. | Custom Body Width 94 | 1 |
| 45. | Finish Paint Entire Body. No Undercoat Applied Under The Body | 1 |
| 46. | Altec White | 1 |
| 47. | 5 Inch High Structural Flatbed Crossmembers | 1 |
| 48. | 15 Inch Cross Storage at Rear With Drop Down Door & Paddle Latch | 1 |
| 49. | Custom Cargo Retaining Boards 6 inch high fold down side boards to include spring loaded locking mechanism. Street side and curb side and 3 inch lip at rear of flatbed. | 1 |
| 50. | Gripstrut Recessed Flatbed Access Steps (Curbside) This would be the 3rd vertical on the curb side. | 1 |
| 51. | Outrigger Cutout Required | 1 |



52.	Unit Cutout Required	1
53.	Recessed D-Ring Tie Downs 4 D-Rings recessed in flatbed to be a square design in front of the pedestal and behind reservoir.	4
54.	Notch Outside Rails for Tire Clearance	1
55.	Additional Body Option Weatherproof Underslung Box to include a drop down door and vented. Installed street side under flatbed. 36 inches L x 18 inches H x 24 inches D. Inverter to be installed in this compartment.	1
56.	Additional Body Option Weatherproof Underslung Box to include a drop down door. Installed street side under flatbed. 36 inches L x 18 inches H x 24 inches D	1
57.	Additional Body Option First and Second Vertical 36 inches W Double overlapping doors. Ten (10) locking swivel hooks (2-6-2). Install rope lighting.	1
58.	Additional Body Option 3rd vertical on curb side will be the grip strut walk way. Install 12 gauge tread plate scuff panels on each wall of the access walkway. Install drop in retainer board at the top of the access walk way.	1
59.	Additional Body Option Weatherproof Underslung Box to include a drop down door. Installed curb side directly behind access walkway under flatbed. This box is to be as big as possible.	1

Body and Chassis Accessories

60.	Cable Step Installed At Rear, Double Step with Rigid Top Step Installed street side rear corner of tailshelf.	1
61.	Cable Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2 Outward)	1
62.	Riding Seat Access Step (For Derricks)	1
63.	Small Grab Handle Installed At Rear Installed street side rear corner of tailshelf.	1
64.	ICC (Underride Protection) Bumper Installed At Rear	1
65.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back	1
66.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1

67.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
68.	Custom Glad Hands Install glad hand connectors at curbside of vehicle. Tractor package to be supplied with chassis.	1
69.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper	1
70.	Pole Rack, Two Pole Capacity With Ratchet Tie Binders (Fixed at Rear) Two pole capacity Pole Rack, installed at rear to be 16 inches H and include nylon ratchet strap tie-downs. Rear rack to be as low as possible along with the ratchet strap binders. Both ratchet binders to be accessible from the ground. Derrick Storage Support, to include front pole rack assembly with nylon ratchet strap tie-downs. Ratchet strap binders to be as low as possible to access from the ground. *** SHOW 40 foot and 55 foot pole on sales drawing.	1
71.	Secondary Boom Saddle For Offset Stowing Of Derrick Due To Pole Rack	1
72.	Custom Boom Rest Derrick Storage Support, to include front pole rack assembly with nylon ratchet strap tie-downs. Ratchet strap binders to be as low as possible to access from the ground.	1
73.	Plastic Outrigger Pad, 24" x 24" x 2", Black With Rope Handle (Dica)	4
74.	Outrigger Pad Holder, 25" L x 25" W x 3" H, Fits 24" x 24" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer, Steel	4
75.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
76.	Mud Flaps With Altec Logo (Pair)	1
77.	10 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1
78.	Triangular Reflector Kit Installed In Cab Installed in cab behind seat on passenger's side.	1
79.	Slope Indicator Assembly For Machine With Outriggers	1
80.	Flag Holder	1

Electrical Accessories

81.	Install Start/Stop system.	1
82.	Install Outrigger Interlock System	1

83.	Altec Standard Multi-Point Grounding System	7
84.	Spring Loaded Grounding Reel, Aeromotive GR900 - Holds #2 GA, 1/0 GA, Or 2/0 GA Cable (Max 40 FT) Installed in front of the cord reel. Payout to curb side	1
85.	Grounding Cable, 1/0 GA Yellow Jacketed Cable	40
86.	Grounding Clamp, Bronze Tower Style With Serrated Jaws (Includes Ferrule and Heat Shrink Tubing)	1
87.	Copper U Shaped Grounding Lug (Threaded) Installed at curb side front and curb side rear of vehicle.	2
88.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
89.	Altec Standard Amber LED Strobe Light With Brush Guard Installed on street/curb side of derrick storage support with master switch and indicator light installed in cab. Strobe light is to be visible from the front and rear of the vehicle.	2
90.	4-Corner Strobe Lighting, Amber LED, Front Grille Surface Mounted Lights And Rear Grommet Mounted Lights	1
91.	6" Diameter Spot Light With Rubber Housing (J.W. Speaker #1500761) Install (4) J W Speaker brand model 6700T/6040-12/28V LED work light: one at riding seat console with switch on light itself. one each side of the boom rest to illuminate cargo floor with dash mount switch. one at curb side behind the underslung box to illuminate the ground.	4
92.	6" Diameter Flood Light With Rubber Housing (J.W. Speaker #1500771) Install two J.W. Speaker LED back up lights installed near pintle hitch and wire to switch on dash.	2
93.	Spot Light, Permanent Mount, With Dash Mounted And Wireless Remotes (Go-Light #2067) Installed on the chassis hood centered.	1
94.	Dual Tone Back-Up With Outrigger Motion Alarm	1
95.	PTO Hour Meter, Rectangular With 10,000 Hour Display	1
96.	3000 Watt Pure-Sine Wave Inverter (120 And 240 VAC Capable) Install street side 1st underslung box upside down. Keyed hot to ignition. Switch on dash.	1
97.	7-Way Trailer Receptacle (RV Blade Type)	1
98.	Electric Trailer Brake Controller (Tekonesha Voyager #9030)	1
99.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
100.	Electrical Cord Reel, Retractable, Includes 50' Of 12-3 Cord, Ball Stop, and Receptacle	1

Install next to hose reel to pay out to the curb side.

Finishing Details

101.		1
102.	Delivery Of Completed Unit	1
103.	Focus Factory Build	1
104.	Powder Coat Unit Altec White	1
105.	Finish Paint Body And Accessories Altec White	1
106.	Finish Paint Body Compartment Interiors Altec White	1
107.	Heavy Duty Cargo Coating, Rhino-Liner Rhino line entire cargo area and rear tailshelf/light channels, pintle hook area. The back of the underslung boxes need to be coated as well.	1
108.	Heavy Duty Cargo Coating, Rhino Lining, Cargo Area Floor and Tailshelf	1
109.	English Safety And Instructional Decals	1
110.	Vehicle Height Placard - Installed In Cab	1
111.	Dielectric test unit according to ANSI requirements.	1
112.	Stability test unit according to ANSI requirements.	1
113.	DOT Certification Required .	1
114.	Placard, HVI-22 Hydraulic Oil	1
115.	Inbound Freight	1

Chassis

116.	Chassis	1
117.	Altec Supplied Chassis	1
118.	International 7500 SFA	1
119.	Chassis Color - White NAV9036	1
120.	Chassis Cab To Axle/Trunion Length - 126 inch 120 useable	1



121.	Chassis Wheelbase Length - 201	1
122.	GVWR 35,000 LBS	1
123.	14,000 LBS Front Axle Rating	1
124.	Other Rear Axle Weight Rating 21,000	1
125.	385/65R22.5 Front Tire	1
126.	11R22.5 Rear Tire	1
127.	Maxxforce 10	1
128.	330 HP Engine Rating	1
129.	Allison RDS-3000 Automatic Transmission	1
130.	Other Exhaust 7BEJ EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard.	1
131.	12VZA - International PTO Throttle Wiring	1
132.	International Heavy Duty Taillight Wiring (08HAB)	1
133.	International Transmission Dipstick Relocated to RH Side Of Transmission (13WGH)	1
134.	Air Brakes	1
135.	No Idle Engine Shut-Down Required	1
136.	4x4 Front Drive Axle	1
137.	Conventional Cab	1

Miscellaneous

138.	Standard Altec Warranty	1
	One (1) year parts warranty	
	One (1) year labor warranty	
	Ninety (90) days warranty for travel charges	
	Limited Lifetime Structural Warranty	



Total 243,316.00

Note: Travel charges may apply for un-scheduled service (4-hour maximum coverage on travel).

Travel Warranty Only

1.	Extension through end of 1 st year (Day 91-365).	ADD	\$810.00
	Travel, Labor, Material, Expense		
2.	Extension through end of 2nd year (Day 91-730).	ADD	\$3525.00
3.	Extension through end of 3rd year (Day 91- 1095).	ADD	\$4922.00
	Labor, Material, Expense (No Travel)		
4.	Extension through end of 2nd year (Day 91-730)	ADD	\$2085.00
5.	Extension through end of 3rd year (Day 91- 1095).	ADD	\$2822.00

Altec Industries, Inc.

BY _____

Toni L Tribby

Notes:

- 1 Altec Standard Warranty:
 - One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

2 F.O.B. - Customer Site

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

5 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

6 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit.

7 Interest charge of 1/2% per month to be added for late payment.

- 8 Delivery: 210 days after receipt of order PROVIDING:
- A. Chassis is received a minimum of sixty (60) days before scheduled delivery.
 - B. Customer approval drawings are returned by requested date.
 - C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - D. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.
- 9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

10 This quotation is valid until MAR 07, 2012. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please direct all questions to Mark Finch at 317-313-6145