

A PUBLIC HEARING WILL BE HELD ON MONDAY, JUNE 17, 2024 AT 7:15 P.M. REGARDING THE VILLAGE OF FREEBURG'S APPROPRIATION ORDINANCE IN THE MUNICIPAL BOARD ROOM, 14 SOUTHGATE CENTER, FREEBURG, ILLINOIS

THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID: 447 872 7673

<https://us02web.zoom.us/j/4478727673>

We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com

REGULAR BOARD MEETING AGENDA – JUNE 17, 2024 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. May 20, 2024 – Board Meeting Minutes – **Exhibit A**
 - 4 – 2. June 3, 2024 – Board Meeting Minutes – **Exhibit B**
5. Finance
6. Treasurer's Report
7. Attorney's Report
8. ESDA Report – ESDA Report for June 17, 2024 – **Exhibit C**
9. Public Participation
10. Reports and Correspondence
 - 10 – 1. Village Engineer's Report – **Exhibit D**
11. Recommendations of Boards and Commissions
12. Contracts, Releases, Agreements and Annexations
13. Bids
14. Resolutions
 - 14 – 1. Resolution #24-07 A Resolution for the Freeburg Park District to Sponsor a Homecoming Parade in the Village of Freeburg – **Exhibit E**
15. Ordinances
 - 15 – 1. Ordinance #1792 An Ordinance Specifying Appropriation Procedure – **Exhibit F**
 - 15 – 2. Ordinance #1793 An Ordinance of the Village of Freeburg, St. Clair County, Illinois Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement with the Illinois Municipal Electric Agency for the Delivery Period Commencing October 1, 2025 – **Exhibit G**
16. Old Business
17. New Business
18. Appointments
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Electric Committee Meeting – Wednesday, June 12, 2024 – 5:30 p.m. - **Exhibit H**
 - 19-1a. Recommend Approval of IMEA Power Sales Contract & Capacity Purchase Agreement
 - 19 – 2. Water/Sewer Committee Meeting – Wednesday, June 12, 2024 - 5:45 p.m. – **Exhibit I**
 - 19 – 3. Streets Committee Meeting – June 12, 2024 – 6:00 p.m. – **Exhibit J**
20. Upcoming Meetings
 - 20 – 1. Finance Committee Meeting – Wednesday, June 26, 2024 – 5:30 p.m.
 - 20 – 2. Legal/Ordinance Committee Meeting - Wednesday, June 26, 2024 - 5:45 p.m.
 - 20 – 3. Personnel/Police Committee Meeting – Wednesday, June 26, 2024 – 6:00 p.m.
 - 20 – 4. Board Meeting – Monday, July 1, 2024 – 7:30 p.m.
21. Village President's and Trustees' Comments
22. Staff Comments
23. Adjournment

At said Board Meeting, the Village Board of 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)]; personnel [5 ILCS, 120/2 - (c)(1)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies
Tom Carpenter
Dana Miller
Robert Kaiser

VILLAGE TREASURER
Bryan A. Vogel

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
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, MAY 20, 2024 @ 7:30 P.M.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, May 20, 2024 in the Freeburg Municipal Board Room. Presentation of the meeting was also conducted by Zoom video conferencing. Village Hall was open to the public.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Robert (Bob) Kaiser – here; Trustee Ramon Matchett, Jr. – here; Trustee James (Mike) Blaies – here; Trustee Dana Miller – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Tom Carpenter – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Seth Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, May 6, 2024 Unavailable for approval.

FINANCE: None

TREASURER’S REPORT: None.

ATTORNEY’S REPORT: None.

EXHIBIT A:

ESDA REPORT: Mayor Speiser called on ESDA Coordinator Gene Kramer. Gene was not present. Mayor Speiser said if you have any questions on Gene’s ESDA Report please call him.

PUBLIC PARTICIPATION: Janet asked about ADA. Village Engineer Tim Pruett answered Janet’s question along with Village Administrator Matt Trout.

REPORTS AND CORRESPONDENCE:

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EXHIBIT B:

VILLAGE ENGINEER REPORT FOR May 20th.

1. Mayor Speiser said, everyone should have a print out of the Village Engineer's Reports for May 20, 2024. Mayor Speiser asked if anyone has any questions for Tim.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

COBINED PLANNING AND ZONING BOARD MEMORANDUM: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

RESOLUTIONS: None.

EXHIBIT C:

ORDINANCES: Mayor Speiser stated we have Ordinance #1789 An Ordinance Entering an Agreement Between the Village of Freeburg, Illinois and St. Clair County Building and Zoning Department.

Trustee Ramon Matchett, Jr. motioned to adopt Ordinance #1789 by title only, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr.; – aye; Trustee James (Mike) Blaies – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Dana Miller – aye; Trustee; Tom Carpenter – aye; Trustee Robert (Bob) Kaiser – aye; (6 ayes, 0 nay, 0 absent 0 abstain). **All voting aye, the motion carried.**

EXHIBIT E:

ORDINANCES: Mayor Speiser stated we have Ordinance #1790 An Ordinance Amending Water Rates

Trustee James (Mike) Blaies motioned to adopt Ordinance #1790 by title only, and Trustee Dane Miller seconded the motion. ROLL CALL: Trustee James (Mike) Blaies – aye; Trustee Dana Miller – aye; Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Tom Carpenter – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr.; – aye; (6 ayes, 0 nay, 0 absent 0 abstain). **All voting aye, the motion carried.**

EXHIBIT D:

ORDINANCES: Mayor Speiser stated we have Ordinance #1791 An Ordinance Amending Electrical Fees.

Trustee James (Mike) Blaies motioned to adopt Ordinance #1791 by title only, and Trustee Dane Miller seconded the motion. ROLL CALL: Trustee James (Mike) Blaies – aye; Trustee Dana Miller – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Tom Carpenter – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr.; – aye; (6 ayes, 0 nay, 0 absent 0 abstain). **All voting aye, the motion carried.**

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS:

COMMITTEE MEETING REPORTS/RECOMMENDATIONS:

EXHIBIT F:

Electric Committee Meeting: Trustee James (Mike) Blaies (Chairperson) reported on the Electric Committee Meeting held on Wednesday, May 15, 2024 at 5:33 p.m.

The following item or items were talked about or discussed:

1. Customer Issues: Trustee Blaies said Head Lineman Shane Krauss said we had a pretty active month. We had an outage on Rock Hill Lane that he believes was lightning related. We had 3 different transformers go bad. We had hit a pole; it didn't result in an outage but had to be replace.
2. IMEA Energy Efficiency Grant: Head Lineman Shane Krauss said they did purchase the LED to switch out the decorative. They are a little more than halfway through the subdivision and then they will start on State Street. Once completed, they will submit for reimbursement.
3. Cemetery Road Line Grant: Head Lineman Shane Krauss said there is some concern about the construction easement, but they have been clearing it and staked it out last week. The road right way is so wide and we have another 20 feet after that so we should be fine.
4. Versalift Update: Trustee Blaies said. Village Administrator Matt Trout and Public Works Director John Tolan stopped by while in Springfield for IDOT meeting and they are still waiting on the one part.

NEW BUSINESS: None.

GENERAL CONCERNS: None.

PUBLIC PARTICIPATION: None.

EXHIBIT G/H/I/J:

Public Works Committee Meeting: (Trash/Water/Sewer) Trustee Robert (Bob) Kaiser (Chairperson) reported on the Trash/Water/Sewer Committee Meeting held on Wednesday, May 15, 2023 at 5:45 p.m.

The following item or items were talked about or discussed:

1. New Sewer Plant: Trustee Kaiser said Village Administrator Matt Trout stated Pay App 22, Pay App 23 and the recommendation of final completion are in the packet. He said at some point we will schedule an open house.

Trustee Robert (Bob) Kaiser motioned to recommend approval of Pay App 22 for the amount of \$884,791.21, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Robert (Bob) Kaiser – aye; Trustee James (Mike) Blaies – aye; Trustee Tom Carpenter – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Dana Miller – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

Trustee Robert (Bob) Kaiser motioned to recommend approval of Pay App 23 for the amount of \$566,947.20, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Robert (Bob) Kaiser – aye; Trustee James (Mike) Blaies – aye; Trustee Tom Carpenter – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Dana Miller – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

Trustee Robert (Bob) Kaiser motioned to recommend approval of the Final Completion, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Robert (Bob) Kaiser – aye; Trustee James (Mike) Blaies – aye; Trustee Tom Carpenter – aye; Trustee Dana Miller – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett, Jr. – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

2. Sewer Issues: Village Administrator Matt Trout said per Public Works Director John Tolan, they ran a sewer jitter from East Philip to St. Clair between Edsion and Cherry St. The sewer main was partially clogged. There was a water leak at the Sugar Creek entrance. We received a water quality complaint from a resident on Emily Street. They said they were getting yellow/brown specks in their water from an outside picket.

3. FSH Minutes: Village Engineer Tim Pruett stated there are some preliminary discussions with Fayetteville. Basically, FSH has a feed at the SLM Water Plant. There is no line that goes from SLM to Freeburg, Smithton & Hecker. Part of the line goes through the Kaskaskia River bottoms and a lot of times it is under water.

4. Water System Upgrades: Nothing new.

5. Midwest Underground Invoice #3331 in the amount of \$6,970.25: Trustee Kaiser said we have an invoice #3331 in the amount of \$6,971.25 this is for the sewer video work that was done.

Trustee Robert (Bob) Kaiser motioned to pay Midwest Underground Invoice #3331 in the amount of \$6,970.25, and Trustee Elizabeth (Lisa) Meehling seconded the motion.

ROLL CALL: Trustee Robert (Bob) Kaiser – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Dana Miller – aye; Trustee Tom Carpenter – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

NEW BUSINESS:

1. FSH Water Commission Letter: Trustee Kaiser said John reported about a month and half ago that FSH is passing through the \$.40 per 1,000 gallons of water that SLM passed on to them.

GENERAL CONCERNS: Trustee Kaiser said they submitted all the lead inventory. They identified 27 galvanized service lines that they plan to have fixed withing the next 2 years. Typically, we go to the meter and they are responsible for the meter to the house. But in this situation, we are responsible for all.

PUBLIC PARTICIPATION: None.

EXHIBIT L/M :

Public Property Committee Meeting: (Streets/Municipal Center/Pool/Parks & Recreation)
Trustee Ramon Matchett, Jr.(Chairperson) reported on the Streets/Municipal Center/Pool/Parks & Recreation Committee Meeting held on Wednesday, May 15, 2023 at 6:02 p.m.

The following items were talked about or discussed:

Trustee Matchett said we amended the agenda to go new business.

NEW BUSINESS:

1. Resident Request for Stop Sign at W. Phillips/S. Belleville Street: Trustee Matchett said we had a resident would like to see stop signs be put in place and questioned about the sidewalks in that area. Trustee Matchet said we will start by putting the radar sign and 2 speed limit signs on Phillips Street. If there is still an issue, we will consider a stop sign. This would have to go before the board.

Trustee Matchett said we had a resident asked about the sidewalks not being ADA compliant in the 300 block Silverthorne Drive. Village Engineer Tim Pruett said he would look into it.

POOL:

OLD BUSINESS:

1. Parking lot & walking path: Trustee Matchett said Sonnenberg did a great job. The parking lot and walking trail back to visitor's bleachers are done. We will pay Sonnenberg and then we will submit the cancelled check to the county and they will reimburse us \$50,000.

Public Works Director John Tolan said the pool is very close to being ready for the upcoming season. A new sign has been installed on the front of the building, bathhouse has been painted, the previously brown stain concrete areas have been painted blue, the main pool ORP/PH controller has been replaced, deck scrubbed, slide waxed and bleachers painted. Also backfilling and seeding along new walking path and pool parking lot.

STREETS:

OLD BUSINESS:

1. Drainage Problem Areas/Stormwater Run-Off: Village Engineer Tim said we have had issues this year on Sleeping Indian. What has happened in the past 20 years that this has been developed, it that trees have been growing in this drainage ditch. Mayor Speiser asked if the ditch is on the Despain property, and so, someone needs to reach out to him. Village Attorney Fred Keck said he will reach out to his attorney.

2. Customer Issues: Nothing new.

3. MFT: Per report Public Works Director John Tolan, the oil dates have been set for August 19th & 20th as rain date. Village Engineer Tim Pruett said he working on the Savannah Oaks plans and hopefully will get them done in the next couple of weeks.

4. St Clair County Parks Grant Update: This was discussed under Pool

NEW BUSINESS:

1. St. Clair County Building & Zoning Department Agreement for Building Inspection Program: Trustee Matchett said we took care of this earlier on the agenda.

2. Industrial Park Lot – 1 Industrial Dr. Trustee Matchett stated they want to split the property. Are we okay with them splitting this.

GENERAL CONCERNS: Per report Public Works Director John Tolan, the Public Works crew have begun spraying right-of-way and village properties for weeds. Mosquito spraying as started this week. Monday they will do the east side, Wednesday the west side and Friday the outlying areas.

Trustee Matchett said Freeburg Locklar-Smith American Legion Post No. 550 has asked to use the Village Park on Saturday May 25, 2024 to place the crosses and on Monday May 27, 2024 for their Memorial Day Ceremony. The committee agreed to let them have use the park.

PUBLIC PARTICIPATION: None.

UPCOMING MEETINGS:

Finance Committee Meeting – Wednesday, May 29, 2024 – 5:30 p.m.

Legal/Ordinance Committee Meeting – Wednesday May 29, 2024 – 5:45 p.m.

Personnel/Police Committee Meeting – Wednesday, May 29, 2024 – 6:00 p.m.

Board Meeting – Monday, June 3, 2024 – 7:30 p.m.

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VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Tom Carpenter – No thank you.

Trustee Elizabeth Meehling – Thank you to Matt and police officer who helped with the Golf Tournament to make it a success.

Trustee Dana Miller – No thank you.

Village Clerk Jerry Menard – No thank you.

Trustee James (Mike) Blaies – Thank you to Matt , Chief and police officer who helped with the Golf Tournament.

Trustee Ramon Matchett, Jr. – Thanks to Matt and Chief who help with the Golf Tournament.

Trustee Robert (Bob) Kaiser – Same here.

Seth Speiser –

STAFF COMMENTS:

Village Engineer Tim Pruett – No thank you.

Public Works Director John Tolan – No thank you.

Village Administrator Matt Trout – Matt said it we made \$21,489.66. He would like to thank everyone who sponsored and everyone who help make this a success.

Chief of Police Mike Schutzenhofer – He would like to thank Matt and the officers who help and everyone who participated. Everything went great. Also, the Country Mart raised over \$26,000 on their Triva Night. It showed how our community supported us.

ESDA Coordinator Gene Kramer – absent

ADJOURNMENT: Mayor Seth Speiser called for a motion to adjourn the meeting.

Trustee Elizabeth (Lisa) Meehling motioned to adjourn the Regular Board meeting of Monday, May 20, 2024 at 7:48 p.m. and Trustee Dana Miller seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies
Tom Carpenter
Dana Miller
Robert Kaiser

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
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VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, JUNE 3, 2024 @ 7:30 P.M.

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruetz, P.E.

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, June 3, 2024 in the Freeburg Municipal Board Room. Presentation of the meeting was also conducted by Zoom video conferencing. Village Hall was open to the public.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Elizabeth (Lisa) Meehling – here; Trustee Tom Carpenter – here; Trustee Robert (Bob) Kaiser – here; Trustee Ramon Matchett, Jr. – here; Trustee James (Mike) Blaies – here; Trustee Dana Miller – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Seth Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, May 6, 2024.

Trustee Elizabeth (Lisa) Meehling motioned to accept the minutes from the Regular Board Meeting Monday, May 6, 2024 and Trustee Ramon Matchett, Jr. seconded the motion. All voting aye, the motion carried.

EXHIBIT B:

FINANCE

Trustee Tom Carpenter (Chairperson) reported on the Finance Committee Meeting held on Wednesday, May 29, 2024 at 5:30 p.m.

1. **REVISE OF BOARD LISTS:** Trustee Blaies questioned the following expenses: B&B Transformer, Inc., Beelman Logistics, Wolf Fabrication and Paden Muskopf.

2. REVIEW OF INVESTMENTS:

Trustee Carpenter said, we have a CD in the electric fund coming due on June 6 in the amount of \$398,650. Village Administrator Matt Trout said the concern is in December we have \$390,000 bond payment. After we talked to Bryan, if we went with the 6-month CD at 5% even if we had to pay penalty and pull it out a month early to make the bond payment the penalty is only 1 month. We will be making around \$15,000. The committee agreed it is worth putting it in short-term CD.

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Trustee Tom Carpenter motioned the Electric Fund CD for \$398,650 for a 6-month CD at 5% from Citizens Community Bank, and Trustee James (Mike) Blaies seconded the motion.

ROLL CALL: Trustee Tom Carpenter – aye, Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Dana Miller – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett Jr. – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.**

3. INCOME STATEMENT: Nothing new to report.

4. TREASURER’S REPORT: Trustee Carpenter said we have the Treasurer’s Reports.

5. FUND AND ACCOUNT BALANCE REPORT: Trustee Carpenter said water is up.

OLD BUSINESS:

1. Attorney Invoices: Attorney Invoices were reviewed by the committee.

2. Newsletter: Nothing to report.

3. Grocery Tax: This is looking more like 2026 to take place.

NEW BUSINESS:

1. Appropriation: Trustee Carpenter said in the packet is the ordinance notice and the actual appropriation. The notice needs to go to the Tribune. The hearing will be for June 17th at 7:15 p.m. At this time, he would like to make a motion.

Trustee Tom Carpenter motioned to approve the Notice of Hearing on the Appropriation Ordinance in the Freeburg Tribune, and Trustee James (Mike) Blaies seconded the motion.

ROLL CALL: All voting aye, motion carried.

TREASURER’S REPORT: Mayor Speiser stated we have the Treasurer’s Reports 12/31/23, 1/31/24, 2/29/24, 3/31/24 & 4/30/24.

Trustee Tom Carpenter motioned to accept the Treasurer’s Reports for 12/31/23, 1/31/24, 2/29/24, 3/31/24 & 4/30/24, and Trustee James (Mike) Blaies seconded the motion.

ROLL CALL: Trustee Tom Carpenter – aye, Trustee James (Mike) Blaies – aye; Trustee Robert (Bob) Kaiser – aye; Trustee Dana Miller – aye; Trustee Elizabeth (Lisa) Meehling – aye; Trustee Ramon Matchett Jr. – aye; (6 ayes 0 nays, 0 absent). **All voting aye, motion carried.**

ATTORNEY’S REPORT: None.

EXHIBIT A:

ESDA REPORT: Mayor Speiser called on ESDA Coordinator Gene Kramer. Gene asked if we could go to the ESDA Nurse Certification than to my report. Gene talked highly of the dedication of the nurse's stating Freeburg was the first area town to have a volunteer emergency nurse program starting in 1975. Mayor Speiser presented Nurse Certificate to Holly Zipfel, Pat McDonal and Stacy Chamness. Gene updated us on his ESDA Report.

PUBLIC PARTICIPATION: None.

REPORTS AND CORRESPONDENCE:

EXHIBIT E:

VILLAGE ENGINEER REPORT FOR JUNE 3, 2024.

1. Mayor Speiser said, everyone should have a print out of the Village Engineer's Reports for June 3, 2024. Mayor Speiser asked if anyone has any questions for Tim.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

RESOLUTIONS: None.

ORDINANCES: None.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS/RECOMMENDATIONS:

EXHIBIT F:

Legal/Ordinance Committee Meeting:

Trustee Dana Miller reported on the Legal/Ordinance Committee Meeting held on Wednesday, May 29, 2024 at 5:51p.m.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. Zoning Report/Nuisance Properties: Trustee Miller said, Village Engineer Tim Pruett is getting quite a few complaints on tall grass and he is addressing them as they come in.

2. Development Updates: Trustee Miller said, Village Engineer Tim has received the revised plans for the Scooters. They are ready for a building permit and should have it in the next couple weeks. He hasn't heard from Murphy/ Riess property. Mayor Speiser said he spoke to them and they are moving forward with their engineer. Village Administrator Matt Trout said there were soil samples done at Bill Herr's. They are looking at doing an investigation as they found some old maps showing fuel tanks there. They are going to due diligence to see if there is contamination.

3. Despain Property: Trustee Miller said, Attorney Fred Keck said the only new update is our insurance company approved payment of the second expert in this case.

NEW BUSINESS: Village Administrator Matt Trout said, there are Executive Session minutes that have small amounts of them. He is looking into knocking some of them out on nights with little on the agenda and we can do the big ones and do them as a Committee As A Whole.

GENERAL CONCERNS: None.

PUBLIC PARTICIPATION: None.

EXHIBIT G:

Personnel/Police Committee Meeting:

Trustee Elizabeth (Lisa) Meehling reported on the Personnel/Police Committee Meeting held on Wednesday, May 29, 2024 at 6:04 p.m.

The following item or items were talked about or discussed:

POLICE:

OLD BUSIENSS:

Trustee Meehling said Chief Mike Schutzenhofer said the golf tournament was held on May 18th and was a huge success. He thanked Matt Trout for his hard work, Officers Howes, Boeving, Borger, Simburger, and Ruhmann as well Mayor Speiser and the community for all their support. Trustee Meehling said Mike wanted to thank Country Mart for their success on the trivia night.

Chief Schutzenhofer summarized the 145 calls since last meeting.

1. Police Department Secretary: Trustee Meehling we held an Executive Session on Police Department Secretary. At this time, she would like to make a motion.

Trustee Elizabeth(Lisa) Meehling motioned to recommend to hire Laura Gavin as the Police Department Secretary, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Elizabeth (Lisa) Meehling – aye; Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett, Jr. Trustee Robert (Bob) Kaiser – aye; Trustee Tom Carpenter – aye; Trustee Dana Miller – aye; (6 ayes, 0 nays, 0 absent). **All voting aye, the motion carried.**

NEW BUSINESS:

Trustee Meehling said, Village Administrator Matt Trout said he and the Mayor received an email from ESDA Coordinator Gene Kramer, who mentioned a couple of weeks ago the removal of having the nurse's program in the Emergency Operations Plan, that he would like to recognize and award certificated to the remaining three nurses. Which we did emailer on the agenda under the ESDA Report. The Board would like to thank them for their services.

PERSONNEL:

OLD BUSINESS:

1. Office Staff and Public Works Memorandum of Understanding Regarding Vacation: Village Attorney Fred Keck said he has prepared a draft and it should be ready soon.

NEW BUSINESS:

Public Works Director John Tolan stated that Paden Muskofer passed his exam. He completed his apprenticeship on May and he eligible for journeyman.

Trustee Elizabeth(Lisa) Meehling motioned Paden Muskofer be moved from Apprenticeship Lineman to Journeyman scale at \$39.28 per hour retro to May 5, 2024, and Trustee James (Mike) Blaies seconded the motion. ROLL CALL: Trustee Elizabeth (Lisa) Meehling – aye; Trustee James (Mike) Blaies – aye; Trustee Ramon Matchett, Jr. Trustee Robert (Bob) Kaiser – aye; Trustee Tom Carpenter – aye; Trustee Dana Miller – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Lineman Shane Krauss is signed up for CDL training starting on June 3rd. We are sending one at a time and we had budgeted for five to go this year.

GENERAL CONERNS: None

PUBLIC PARTICIPATION: None

UPCOMING MEETINGS:

Electric Committee Meeting – Wednesday, June 12, 2024 – 5:30 p.m.

Water/Sewer Committee Meeting – Wednesday, June 12, 2024 – 5:45 p.m.

Streets Committee Meeting – Wednesday, June 12, 2024 – 6:00 p.m.

Appropriation Hearing Monday, June 17, 2024 – 7:15 p.m.

Board Meeting – Monday, June 17, 2024 – 7:30 p.m.

VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Tom Carpenter – He said he would like to thank Gene for all he has done for the village and the nurses for their services.

Trustee Elizabeth Meehling – She said he would like to thank Gene all he has done for the village and the nurses. Also, congratulations to Paden and welcome to Laura Gavin to the village.

Trustee Dana Miller – Congalations to all of the nurses and what you do Gene for the village. Welcome Laura Gavin.

Village Clerk Jerry Menard – Same thing that everyone has said.

Trustee James (Mike) Blaies – Congalations to all of the nurses and what you do Gene for the village. Welcome Laura Gavin.

Trustee Ramon Matchett, Jr. – Congalations to all of the nurses and what you do Gene for the village. Welcome Laura.

Trustee Robert (Bob) Kaiser – Congalations to all of the nurses and what you do Gene for the village. Welcome Laura.

Seth Speiser –

STAFF COMMENTS:

Village Engineer Tim Pruett – Welcome Laura.

Public Works Director John Tolan – Welcome Laura.

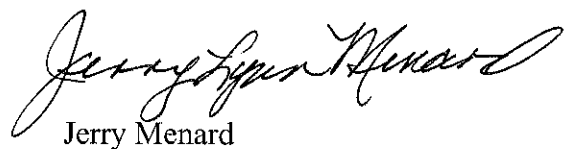
Village Administrator Matt Trout – The Chamber BQ is next Monday night if you want to come, please sign up with him. It is \$10.00 a person. We did have a scare out at the pool, but everything is alright. Matt said all of the lifeguards did a great job. Thanks to all of them. He would like to get something together for them.

Chief of Police Mike Schutzenhofer – Welcome Laura.

ESDA Coordinator Gene Kramer – He would like to thank the nurses again for all they have done.

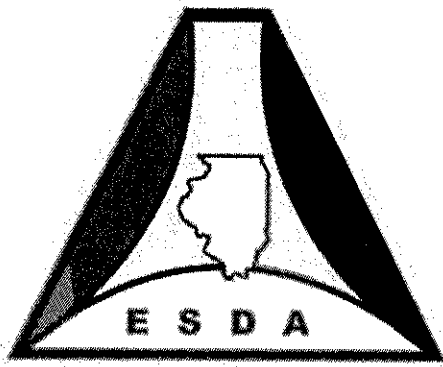
ADJOURNMENT: Mayor Seth Speiser called for a motion to adjourn the meeting.

Trustee Elizabeth (Lisa) Meehling motioned to adjourn the Regular Board meeting of Monday, June 3, 2024 at 8:04 p.m. and Trustee Dana Miller seconded the motion. All voting aye, the motion carried Village Clerk



Jerry Menard

Village Clerk



Report to Mayor and Village Board for June 17, 2024

1. Notified all Freeburg Govt. personnel of “TIME Signal” data from station in Boulder, Colorado by the National Institute of Standards & Technology (NIST) signal drop due to storm damage to radio tower. GPS guided and “atomic clocks” will be affected by its reduced transmit RF power until the end of June 2024.
2. Tuesday June 11th, ARES/RACES amateur radio communications test (weekly) conducted from ESDA office at 6:30 PM.
3. HARN – Hospital Amateur Radio Net communications test conducted Friday June 14th at 9:10 AM from the ESDA office. This communications test connects radio contact with Hospitals in the St.Louis metro area.
4. Potential Severe Weather data received from NWS and SPC for Thursday evening into Friday morning (June 13/14, 2024) sent to the Freeburg Swimming Pool Manager early June 13, 2024.
5. Begin Shelter Managing training for probationary volunteer Reid Bittle and work with IEMA to be insurance covered via their group insurance.
6. Contacted County EMA-OHS assistant director to CONFIRM the necessary power pole supports for the remaining siren (AST) installations.
7. First Tuesday of the month, June 4th, identified one of our older Federal MFG outdoor sirens did not “sound” but it did rotate. I contacted the electrical team leader for ATS to determine if they were scheduling for return to Freeburg in the near future to return for continued new siren installations. Once I advised we had a failure with one of our older sirens the electrician advised they would respond within 24s to replace this failed siren ASAP. This work was completed next day!

Submitted by Coord. Eugene Kramer
Freeburg ESDA-OHS

**FREEBURG VILLAGE BOARD MEETING
ENGINEER'S REPORT
June 14, 2024
Tim Pruett, Village Engineer**

WATER POROJECTS: TWM performing survey and design work for Phase 1.

Covered Bridge: Talked with a couple different contractors looking to give cost estimates for the project.

Scooter's Coffee: Received revised plans on May 30. Will have building permit as soon as they let me know who the contractors are.

Plans for the Savanah Oaks resurfacing have been sent to IDOT for review on May 28. As soon as we receive approval, we will put this project out for bids. This will use up the remaining Rebuild Illinois Funds in the MFT account. These funds must be used by May 2025.

Expenditure Statement for 2023-2024 MFT sent to IDOT.

Received Improvement plans for the Reiss/Murphy project. Sent back review comments. Scheduling a meeting with engineer and developer to discuss comments.

Working on drainage issues at Sleeping Indian in Timberwolf Subdivision.

ZONING REPORT

We continue to send letters and make calls on complaints for unmaintained properties. We continue to receive complaints about various issues, and we are dealing with them as they come in.

The Combined Planning and Zoning Board: Will have a meeting on July 9th for area bulk variance request.

June 1st through June 14th

- 4 -- Occupancy Permit
- 3 -- Building Permits
 - 1 - Concrete Driveway and Patio
 - 1 - Fence
 - 1 - Electrical Generator

RESOLUTION NO. 24-07**A RESOLUTION FOR THE FREEBURG PARK DISTRICT
TO SPONSOR A HOMECOMING PARADE IN THE
VILLAGE OF FREEBURG**

WHEREAS, the Freeburg Park District is sponsoring a Homecoming Parade in the Village of Freeburg on Saturday, August 17, 2024, which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 15 (State Street), a State Highway in the Village of Freeburg from Market Place to Hill Street from 4:30 p.m. – 7:00 p.m.

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Freeburg that permission to close off State Street from Market Place to Hill Street, as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 4:30 p.m. to 7:00 p.m. on Saturday, August 17, 2024.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows:

North Main Street, From State Street South to High Street, West on High Street to Railroad Street, South on Railroad Street to Apple Street, East on Apple Street to Belleville, South on Belleville to Lincoln Court, East on Lincoln Court back to State Street.

BE IT FURTHER RESOLVED, that the Village of Freeburg assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the Village of Freeburg, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the Village of Freeburg prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the Village of Freeburg as may be approved by the Illinois Department of Transportation. These items shall be provided by the Village of Freeburg.

RESOLUTION NO. 24-07 cont.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the Village of Freeburg shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the Village of Freeburg regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence

BE IT FURTHER RESOLVED, that the Village of Freeburg shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Department of Transportation, District 8, to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, this 17th day of June, 2024.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote Recorded By:

Jerry Menard, Village Clerk

RESOLUTION NO. 24-07 cont.

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 17th day of June, 2024.

Seth Speiser, Village President

ATTEST:

Jerry Lynn Menard, Village Clerk

Approval as to Legal Form: _____

Frederick W. Keck, Village Attorney
Weilmuenster, Keck & Brown, P.C.

VILLAGE OF FREEBURG

ORDINANCE NO. 1792

AN ORDINANCE SPECIFYING APPROPRIATION PROCEDURE

ADOPTED BY THE
VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF FREEBURG
THIS 17th DAY OF JUNE, 2024

APPROPRIATION ORDINANCE

VILLAGE OF FREEBURG

ORDINANCE NO. 1792

An ordinance appropriating for all corporate purposes for the Village of Freeburg, St. Clair County, Illinois, for the fiscal year beginning April 1, 2024, and ending March 31, 2025.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the municipality be and the same are hereby appropriated for the corporate purposes of the Village of Freeburg, St. Clair County, Illinois, as hereinafter specified for the fiscal year beginning April 1, 2024, and ending March 31, 2025.

SECTION 2: That the appropriation herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the Village of Freeburg, and such appropriation being subject to further approval as to expenditure thereof by the Village Board.

SECTION 3: That the amount appropriated for each object and purpose shall be as follows:

DEPARTMENT: 01-11 - Administrative
ACCT.: 01-11-

Amount Appropriated
2024-2025

400-499 - PERSONNEL SERVICES

01-11-421	AD REGULAR SALARIES	\$90,580.00
01-11-423	AD OVERTIME	\$2,100.00
01-11-431	AD ELECTED SALARIES	\$28,000.00
01-11-451	AD HEALTH INSURANCE	\$25,431.00
01-11-453	AD UNEMPLOYMENT INSURANCE	\$140.00
01-11-454	AD WORKERS COMPENSATION	\$1,400.00
01-11-461	AD SOCIAL SECURITY	\$9,240.00
01-11-462	AD IMRF	\$3,500.00
	TOTAL PERSONNEL SERVICES	\$160,391.00

500-599 - CONTRACTUAL SERVICES

01-11-511	AD SERVICES, BUILDING	\$1,400.00
01-11-512	AD SERVICES, EQUIPMT	\$1,400.00
01-11-519	AD SERVICES, OTHER	\$2,800.00
01-11-530.1	AD CC FEES CHARGED	\$210.00
01-11-533	AD LEGAL	\$28,000.00
01-11-534.1	AD MEDICAL/RETIREEES	\$14,140.00
01-11-538	AD CODE CODIFICATION	\$7,000.00
01-11-539	AD OTHER PROF SERVICES	\$21,000.00
01-11-552	AD TELEPHONE	\$4,200.00
01-11-553	AD PUBLISHING,ADVERTMT	\$2,100.00
01-11-559	AD RECORDING FEES	\$700.00
01-11-561	AD DUES	\$1,400.00
01-11-562	AD TRAVEL EXPENSE	\$2,800.00
01-11-563	AD TRAINING/COMP CLASSES	\$2,100.00
01-11-571	AD UTILITIES	\$14,000.00
01-11-592	AD LIABILITY /GENERAL INSURANCE	\$23,100.00
	TOTAL CONTRACTUAL SERVICES	\$126,350.00

DEPARTMENT: 01-11 - Administrative**ACCT.: 01-11-****600-699 - COMMODITIES**

01-11-611	AD SUPPLIES, BUILDING	\$2,800.00
01-11-612	AD SUPPLIES, EQUIPMT	\$700.00
01-11-619	AD SUPPLIES, OTHER	\$1,050.00
01-11-651	AD OFFICE SUPPLIES	\$3,500.00
01-11-652	AD OPERATING SUPPLIES	\$1,400.00
01-11-652.1	AD OPERATING SUPPLIES/GAM PRO	\$140.00
01-11-655	AD AUTO FUEL/OIL	\$1,400.00
01-11-659	AD OTHER GEN SUPPLIES	\$1,400.00
	TOTAL COMMODITIES	\$12,390.00

800-899 - CAPITAL OUTLAY

01-11-835	AD EQUIPMENT, COMP	\$5,600.00
01-11-841	AD VEHICLE	\$1,400.00
01-11-871	AD FURNITURE	\$1,400.00
01-11-890	AD OTHER IMPROVEMENTS	\$2,800.00
01-11-891	AD PROPERTY PURCHASE	\$70,000.00
	TOTAL CAPITAL OUTLAY	\$81,200.00

900-999 - OTHER EXPENSES

01-11-560	AD IML CONFERENCE	\$2,100.00
01-11-913	AD COMMUNITY RELATIONS	\$11,200.00
01-11-931	AD ECONOMIC DEVELOPMENT	\$1,400.00
01-11-955	AD REFUNDS (Real Estate Taxes)	\$1,400.00
01-11-959	AD INTERFUND TRANSFER (Pool)	\$47,502.00
01-11-888	AD STAFF ID ITEMS	\$2,800.00
01-11-889	AD WEBSITE	\$14,000.00
01-11-915	AD COMMUNITY IMPROVEMENTS	\$70,000.00
01-11-999	CONTINGENCY EXPENSES	\$42,000.00
	TOTAL OTHER EXPENSES	\$192,402.00

ADMINISTRATIVE GRAND TOTAL: \$572,733.00

DEPARTMENT: 01-16 Zoning
ACCT.: 01-16-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

01-16-421	ZO REGULAR SALARIES	\$78,400.00
01-16-431	ZO SALARIES, APPOINTED	\$8,400.00
01-16-451	ZO HEALTH INSURANCE	\$14,700.00
01-16-453	ZO UNEMPLOYMENT INSURANCE	\$84.00
01-16-454	ZO WORKERS COMPENSATION	\$700.00
01-16-461	ZO SOCIAL SECURITY	\$6,720.00
01-16-462	ZO IMRF	\$3,080.00
	TOTAL PERSONNEL SERVICES	\$112,084.00

500-599 CONTRACTUAL SERVICES

01-16-532	ZO ENGINEERING	\$3,500.00
01-16-533	ZO LEGAL	\$14,000.00
01-16-535	ZO COUNTY INSPECTIONS	\$38,500.00
01-16-539	ZO OTHER PROF SERVICES	\$2,100.00
01-16-552	ZO TELEPHONE	\$1,400.00
01-16-553	ZO PUBLISHING,ADVERTMT	\$1,050.00
01-16-557	ZO RECORDING EASEMT	\$2,800.00
01-16-562	ZO TRAVEL EXPENSE	\$1,400.00
01-16-563	ZO TRAINING	\$1,400.00
	TOTAL CONTRACTUAL SERVICES	\$66,150.00

600-700 - COMMODITIES

01-16-651	ZO OFFICE SUPPLIES	\$700.00
01-16-652	ZO OPERATING EXPENSE	\$1,050.00
01-16-653	ZO MAPPING	\$4,200.00
01-16-655	ZO AUTO FUEL/OIL	\$700.00
01-16-700	ZO NUISANCE PROPERTIES	\$2,800.00
01-16-831	ZO EQUIPMENT/COMPUTER	\$1,400.00
01-16-871	ZO FURNITURE	\$700.00
01-16-888	ZO STAFF ITEMS	\$280.00
	TOTAL COMMODITIES	\$11,830.00

800-899 - CAPITAL OUTLAY

TOTAL CAPITAL OUTLAY \$5,000.00

900-999 OTHER EXPENSES

01-16-999	CONTINGENCY EXPENSES	\$10,000.00
	TOTAL OTHER EXPENSES	\$10,000.00

ZONING GRAND TOTAL: \$205,064.00

DEPARTMENT: 01-21 Police

ACCT.: 01-21-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

01-21-421	PD REGULAR SALARIES	\$1,124,690.00
01-21-422	PD OVERTIME	\$105,000.00
01-21-422.1	PD COMP	\$7,000.00
01-21-423	PD HOLIDAY OVERTIME	\$78,400.00
01-21-425	PD PART-TIME SALARIES	\$1,400.00
01-21-426	PD LONGEVITY/EDUCATION	\$10,360.00
01-21-427	PD PUBLIC SAFETY STIPEND	\$16,800.00
01-21-451	PD HEALTH INSURANCE	\$361,200.00
01-21-453	PD UNEMPLOYMENT INSURANCE	\$1,820.00
01-21-454	PD WORKERS COMPENSATION	\$30,800.00
01-21-461	PD SOCIAL SECURITY	\$98,700.00
01-21-462	PD RETIREMENT	\$49,700.00
01-21-471	PD UNIFORM ALLOWANCE	\$9,100.00
01-21-471.1	PD NEW HIRE EQUIPMENT	\$5,600.00
	TOTAL PERSONNEL SERVICES	\$1,900,570.00

500-599 CONTRACTUAL SERVICES

01-21-511	PD MAINT BUILDING	\$7,000.00
01-21-512	PD SERVICES, EQUIPMT	\$5,600.00
01-21-513	PD SERVICES, VEHICLE	\$10,500.00
01-21-533	PD LEGAL	\$21,000.00
01-21-534.1	PD MEDICAL/REITREES	\$28,280.00
01-21-538	PD DISPATCHING SERVICE	\$42,000.00
01-21-539	PD OTHER PROF SERVICES	\$49,000.00
01-21-552	PD TELEPHONE	\$14,000.00
01-21-553	PD PUBLISHING, ADVERTMT	\$140.00
01-21-554	PD PRINTING, COPYING	\$700.00
01-21-561	PD DUES	\$2,940.00
01-21-562	PD TRAVEL EXPENSE	\$1,750.00
01-21-563	PD TRAINING	\$5,600.00
01-21-571	PD UTILITIES	\$11,900.00
01-21-592	PD GENERAL INSURANCE	\$154,000.00
	TOTAL CONTRACTUAL SERVICES	\$354,410.00

600-699 COMMODITIES

01-21-611	PD SUPPLIES, BUILDING	\$700.00
01-21-612	PD SUPPLIES, EQUIPMT	\$34,258.00
01-21-613	PD SUPPLIES, VEHICLE	\$2,800.00
01-21-651	PD OFFICE SUPPLIES	\$2,100.00
01-21-652	PD OPERATING SUPPLIES	\$2,100.00
01-21-655	PD AUTO FUEL/OIL	\$42,000.00
01-21-666	PD DARE	\$4,200.00
01-21-670	PD POLICE CANINE	\$1,050.00
01-21-670.1	PD POLICE FUND RAISER	\$25,200.00
01-21-670.2	PD POLICE FUND RAISER PROCEEDS	\$7,000.00

TOTAL COMMODITIES \$121,408.00

800-899 CAPITAL OUTLAY

01-21-833	PD PROTECTIVE VESTS	\$3,500.00
01-21-834	PD COMPUTER SOFTWARE	\$9,240.00
01-21-841	PD VEHICLES	\$127,400.00
01-21-841.1	PD VEHICLES-IN CAR CAMERAS	\$38,220.00
01-21-890	PD OTHER IMPROVEMENTS	\$1,400.00
01-21-890.4	PD OTHER IMPROVEMENTS LOAN	\$42,560.00
01-21-890.9	PD OTHER/CO COMP DONATION	\$42,000.00

TOTAL CAPITAL OUTLAY \$264,320.00

900-999 OTHER EXPENSES

01-21-959	PD INTERFUND TRANSFER (ESDA)	\$14,000.00
01-21-999	CONTINGENCY EXPENSES	\$28,000.00

TOTAL OTHER EXPENSES \$42,000.00

POLICE GRAND TOTAL: \$2,682,708.00

DEPARTMENT: 01-41 Street

ACCT.: 01-41-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

01-41-421	ST REGULAR SALARIES	\$201,860.40
01-41-422	ST TEMPORARY SALARIES	\$8,960.00
01-41-423	ST OVERTIME	\$7,000.00
01-41-423.1	ST COMP	\$2,415.00
01-41-451	ST HEALTH INSURANCE	\$67,620.00
01-41-453	ST UNEMPLOYMENT INSURANCE	\$350.00
01-41-454	ST WORKERS COMPENSATION	\$58,800.00
01-41-461	ST SOCIAL SECURITY	\$17,780.00
01-41-462	ST RETIREMENT	\$8,260.00
01-41-563	TRAINING	\$7,700.00
	TOTAL PERSONNEL SERVICES	\$380,745.40

500-599 CONTRACTUAL SERVICES

01-41-512	ST SERVICES, EQUIPMT	\$14,000.00
01-41-513	ST SERVICES, VEHICLE	\$1,400.00
01-41-515	ST MAINT SERVICE/SIGNAL LIGHT MA	\$3,500.00
01-41-517	ST SERVICES, MOWING	\$2,800.00
01-41-532	ST ENGINEERING	\$10,500.00
01-41-533	ST LEGAL	\$5,600.00
01-41-539	ST OTHER PROF SERVICES	\$42,000.00
01-41-561	ST DUES	\$350.00
01-41-571	ST UTILITIES	\$2,520.00
01-41-592	ST GENERAL / LIABILITY INSURANCE	\$21,000.00
01-41-593	ST RENTALS	\$14,000.00
	TOTAL CONTRACTUAL SERVICES	\$117,670.00

600-699 COMMODITIES

01-41-562	ST TRAVEL EXPENSE	\$2,100.00
01-41-610	ST SAFETY EQUIPMENT	\$1,400.00
01-41-611	ST SIUPPLIES, BUILDING	\$700.00
01-41-612	ST SUPPLIES, EQUIPMT	\$7,000.00

01-41-613	ST SUPPLIES, VEHICLE	\$3,500.00
01-41-614	ST SUPPLIES, STREET	\$112,000.00
01-41-617	ST SNOW REMOVAL	\$14,000.00
01-41-651	ST OFFICE SUPPLIES	\$700.00
01-41-652	ST OPERATING SUPPLIES	\$2,800.00
01-41-653	ST SMALL TOOLS	\$700.00
01-41-655	ST AUTO FUEL/OIL	\$21,000.00
01-41-656	ST CHEMICALS	\$9,800.00
01-41-659	ST OTHER GEN SUPPLIES	\$7,000.00

TOTAL COMMODITIES \$182,700.00

800-899 CAPITAL OUTLAY

01-41-831	ST EQUIP.	\$31,500.00
01-41-834	ST SHED IMPROVEMENTS	\$21,000.00
01-41-841	ST TRUCK	\$7,000.00
01-41-842	ST DUMP TRUCK	\$28,000.00
01-41-845	ST MOWER	\$4,900.00
01-41-890	ST OTHER IMPROVEMENTS	\$119,000.00

TOTAL CAPITAL OUTLAY \$211,400.00

900-999 - OTHER EXPENSES

01-41-999	CONTINGENCY EXPENSES	\$50,000.00
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TOTAL OTHER EXPENSES \$50,000.00

STREETS GRAND TOTAL: \$942,515.40

DEPARTMENT: 11-11 - Audit
ACCT.: 11-11-

Amount
Appropriated
2024-2025

500-599 - CONTRACTUAL SERVICES

11-11-531 AU ACCOUNTING \$15,540.00

TOTAL CONTRACTUAL SERVICES \$15,540.00

AUDIT GRAND TOTAL: \$15,540.00

DEPARTMENT: 10-00 TIF BONDS

ACCT.: 10-11-

		Amount Appropriated 2024-2025
700-799 TIF DEBT SERVICES		
10-11-500	TIF BOND DISCOUNT	\$0.00
10-11-700	TIF PRINCIPAL	\$0.00
10-11-700.1	TIF INTEREST EXPENSE	\$0.00
	Total 700-799	\$0.00
	TOTAL DEBT SERVICES	\$0.00
	TIF GRAND TOTAL:	\$0.00

DEPARTMENT: 12-23 ESDA
ACCT.: 12-23

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

12-23-421	ES REGULAR SALARIES	\$3,710.00
12-23-453	ES UNEMPLOYMENT INS	\$0.00
12-23-461	ES SOCIAL SECURITY	\$280.00
	TOTAL PERSONNEL SERVICES	\$3,990.00

500-599 CONTRACTUAL SERVICES

12-23-512	ES SERVICES, EQUIPMENT	\$1,400.00
12-23-563	ES TRAINING	\$700.00
12-23-565	ES PUBLICATIONS	\$420.00
	TOTAL CONTRACTUAL SERVICES	\$2,520.00

600-699 COMMODITIES

12-23-612	ES SUPP/EQUIPMT/BAT/PATC	6,160.00
12-23-651	ES OFFICE SUPPLIES	280.00
12-23-652	ES OPERATING SUPPLIES	700.00
	TOTAL COMMODITIES	7,140.00

800-899 CAPITAL OUTLAY

12-23-831	ES EQUIPMENT, PAGERS	2,800.00
12-23-831.1	ES EQUIPMENT TORNADO SIREN	14,000.00
	TOTAL CAPITAL OUTLAY	16,800.00

900-999 OTHER EXPENSES

12-23-999	CONTINGENCY EXPENSES	\$5,000.00
	TOTAL OTHER EXPENSES	\$5,000.00

ESDA GRAND TOTAL: \$35,450.00

DEPARTMENT: 13-44 Garbage
ACCT.: 13-44-

Amount
Appropriated
2024-2025

500-599 CONTRACTUAL SERVICES

13-44-421	GA REGULAR SALARIES	40,600.00
13-44-551	GA POSTAGE	4,900.00
13-44-573	GA GARBAGE DISPOSAL	392,000.00
13-44-576	GA CLEANUP ACTIVITIES	4,900.00
13-44-652	GA OPERATING SUPPLIES/BILL PRINTING	1,400.00
13-44-844	GA EQUIPMENT	4,200.00
13-44-844.1	GA EQUIPMENT / LEAF MACHINE	21,000.00
	TOTAL CONTRACTUAL SERVICES	469,000.00

800-899 CAPITAL OUTLAY

13-44-834	GA COMPUTERS	\$4,200.00
	TOTAL CAPITAL OUTLAY	\$4,200.00

GARBAGE GRAND TOTAL: \$473,200.00

DEPARTMENT: 15-41 Motor Fuel Tax

ACCT.: 15-41-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

TOTAL PERSONNEL SERVICES \$0.00

500-599 CONTRACTUAL SERVICES

15-41-599 MFT OTHER CONTRACTUAL SERVICES \$8,400.00

15-41-616 MFT CULVERTS \$33,390.00

15-41-618 MFT STREET SIGNS \$6,188.00

TOTAL CONTRACTUAL SERVICES \$47,978.00

600-699 COMMODITIES

TOTAL COMMODITIES \$0.00

800-899 CAPITAL OUTLAY

15-41-890 MFT AGGREGATE BACKFILL \$7,140.00

15-41-891.1 MFT COLD PATCH \$30,800.00

15-41-893.1 SEAL COAT (RE SEAL) \$96,180.00

15-41-893.3 MFT SEAL COAT AGG. HAULING \$16,800.00

15-41-894.1 MFT AGGREGATE (CA-6) \$38,220.00

15-41-895 MFT SPECIAL PROJECTS \$420,000.00

TOTAL CAPITAL OUTLAY \$609,140.00

900-999 OTHER EXPENSES

15-41-999 CONTINGENCY EXPENSES \$25,000.00

TOTAL OTHER EXPENSES \$25,000.00

MFT GRAND TOTAL: \$682,118.00

DEPARTMENT: 25-30 Insurance

ACCT.: 25-30-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

25-30-500	INS PREMIUM	\$840,000.00
25-30-501	INS DEDUCTIBLE	\$265,440.00
25-30-502	INS OTHER	\$132,720.00
	TOTAL PERSONNEL SERVICES	\$1,238,160.00

900-999 OTHER EXPENSES

25-30-901	CONTINGENCY EXPENSES	\$25,000.00
	TOTAL OTHER EXPENSES	\$25,000.00

INSURANCE GRAND TOTAL: \$1,263,160.00

DEPARTMENT: Water
ACCT.: 51-42-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

51-42-421	WR REGULAR SALARIES	\$375,547.20
51-42-422	WR TEMP SALARIES	\$8,960.00
51-42-423	WR OVERTIME	\$14,000.00
51-42-423.1	WR COMP	\$2,100.00
51-42-431	WR ELECTED SALARIES	\$21,700.00
51-42-451	WR HEALTH INSURANCE	\$118,335.00
51-42-453	WR UNEMPLOYMENT INSURANCE	\$630.00
51-42-454	WR WORKER'S COMP INSURANCE	\$11,900.00
51-42-461	WR SOCIAL SECURITY	\$33,320.00
51-42-462	WR RETIREMENT	\$15,400.00
51-42-471	WR UNIFORM RENTAL	\$5,600.00
	TOTAL PERSONNEL SERVICES	\$607,492.20

500-599 CONTRACTUAL SERVICES

51-42-512	WR SERVICES, EQUIPMT	\$10,500.00
51-42-513	WR SERVICES, VEHICLES	\$3,500.00
51-42-515	WR SERV, INFRASTRUCTURE	\$2,800.00
51-42-532	WR ENGINEERING	\$420,000.00
51-42-533	WR LEGAL	\$14,000.00
51-42-534.1	WR MEDICAL/RETIREEES	\$16,520.00
51-42-539	WR OTHER PROF SERVICES	\$28,000.00
51-42-552	WR TELEPHONE	\$6,300.00
51-42-553	WR PUBLISH,ADVERTISING	\$3,500.00
51-42-560	WR IML CONFERENCE	\$4,200.00
51-42-561	WR DUES	\$2,240.00
51-42-562	WR TRAVEL EXPENSES	\$1,400.00
51-42-563	WR TRAINING	\$11,900.00
51-42-571	WR UTILITIES	\$8,400.00
51-42-575	WR WATER PURCHASES	\$560,000.00
51-42-592	WR GENERAL / LIABILITY INS	\$11,200.00
51-42-593	WR RENTALS	\$1,400.00
	TOTAL CONTRACTUAL SERVICES	\$1,105,860.00

600-699 COMMODITIES

51-42-611	WR SUPPLIES, BUILDING	\$700.00
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51-42-612	WR SUPPLIES, EQUIPMT	\$5,600.00
51-42-613	WR SUPPLIES, VEHICLES	\$1,400.00
51-42-614	WR SUPPLIES, STREET	\$1,400.00
51-42-615	WR SUPPL, INFRASTRUCTURE	\$59,500.00
51-42-619	WR SUPPLIES, OTHER	\$11,900.00
51-42-651	WR OFFICE SUPPLIES	\$7,700.00
51-42-653	WR SMALL TOOLS	\$1,400.00
51-42-655	WR AUTO FUEL/OIL	\$14,000.00
51-42-656	WR CHEMICALS	\$2,800.00
51-42-657	WR LAB SUPPLIES	\$8,400.00
51-42-657.1	WR LAB FEES	\$7,000.00
51-42-658	WR SAFETY EQUIPMENT	\$1,400.00

TOTAL COMMODITIES \$123,200.00

700-799 WATER DEBT SERVICES

51-42-722	WR IEPA LOAN INT L17-1284	\$2,800.00
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TOTAL DEBT SERVICE \$2,800.00

800-899 CAPITAL OUTLAY

51-42-811	WR LAND/EASEMT ACQUISTN	\$105,000.00
51-42-831	WR EQUIPMENT	\$18,900.00
51-42-831.3	WR EQUIPMENT SKID STEER	\$4,060.00
51-42-831.4	WR EQUIPMENT HYDRO EXCAVATOR	\$4,480.00
51-42-831.5	WR EQUIPMENT BORING MACHINE	\$8,120.00
51-42-835	WR COMPUTER	\$1,400.00
51-42-841	WR TRUCK	\$23,800.00
51-42-843	WR RADIO READ METERS	\$35,000.00
51-42-844	WR MOWER	\$4,900.00
51-42-851	WR INFRASTRUCTURE	\$70,000.00
51-42-852	WR MISC WATER MAIN REPLC	\$2,100,000.00
51-42-853	WR WATER TOWER	\$42,000.00

TOTAL CAPITAL OUTLAY \$2,417,660.00

900-999 OTHER EXPENSES

51-42-999	CONTINGENCY EXPENSES	\$50,000.00
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TOTAL OTHER EXPENSES \$50,000.00

WATER GRAND TOTAL: \$4,307,012.20

**DEPARTMENT: 52-43 SEWER
ACCT.: 52-43-**

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

52-43-421	SR REGULAR SALARIES	\$276,980.20
52-43-422	SR TEMP SALARIES	\$8,960.00
52-43-423	SR OVERTIME	\$14,000.00
52-43-423.1	SR COMP	\$1,400.00
52-43-431	SR ELECTED SALARIES	\$21,700.00
52-43-451	SR HEALTH INSURANCE	\$93,345.00
52-43-453	SR UNEMPLOYMENT INSURANCE	\$476.00
52-43-454	SR WORKER'S COMP INSURANCE	\$18,200.00
52-43-461	SR SOCIAL SECURITY	\$25,200.00
52-43-462	SR RETIREMENT	\$11,340.00
52-43-471	SR UNIFORM RENTAL	\$5,600.00
	TOTAL PERSONNEL SERVICES	\$477,201.20

500-599 CONTRACTUAL SERVICES

52-43-512	SR SERVICES, EQUIPMT	\$21,000.00
52-43-513	SR SERVICES, VEHICLES	\$5,600.00
52-43-515	SR SERV, INFRAS/HYDRO CNT	\$70,000.00
52-43-519	SR SERVICES, OTHER	\$4,200.00
52-43-530	SR NPDES STATE PERMIT	\$14,000.00
52-43-532	SR ENGINEERING	\$10,500.00
52-43-533	SR LEGAL	\$10,500.00
52-43-534.1	SR MEDICAL/RETIREES	\$16,520.00
52-43-539	SR OTHER PROF SERVICES	\$434,000.00
52-43-552	SR TELEPHONE	\$12,600.00
52-43-553	SR PUBLISH,ADVERTISING	\$1,400.00
52-43-555	SR SEWER BACK UP REIMB	\$14,000.00
52-43-560	SR IML CONFERENCE	\$4,200.00
52-43-561	SR DUES	\$1,680.00
52-43-562	SR TRAVEL EXPENSES	\$1,400.00
52-43-563	SR TRAINING	\$12,600.00
52-43-571	SR UTILITIES	\$30,800.00
52-43-577	SR FUEL PURCHASES	\$1,400.00
52-43-591	SR GENERAL / LIABILITY INS	\$11,200.00
52-43-593	SR RENTALS	\$1,400.00
	TOTAL CONTRACTUAL SERVICES	\$679,000.00

600-699 COMMODITIES

52-43-611	SR SUPPLIES, BUILDING	\$14,000.00
52-43-612	SR SUPPLIES, EQUIPMT	\$7,000.00
52-43-613	SR SUPPLIES, VEHICLES	\$1,400.00
52-43-615	SR SUPPL, INFRASTRUCTURE	\$21,000.00
52-43-619	SR SUPPLIES, OTHER	\$11,200.00
52-43-651	SR OFFICE SUPPLIES	\$5,600.00
52-43-653	SR SMALL TOOLS	\$1,400.00
52-43-655	SR AUTO FUEL/OIL	\$16,800.00
52-43-656	SR CHEMICALS	\$18,200.00
52-43-657	SR LAB SUPPLIES	\$14,000.00
52-43-657.1	SR LAB FEES	\$7,000.00
52-43-658	SR SAFETY EQUIPMENT	\$4,200.00
	TOTAL COMMODITIES	\$121,800.00

700-799 WASTE WATER DEBT SERVICES

52-43-712	SR IEPA LOAN/PRIN L173647	\$37,800.00
52-43-714	SR IEPA LOAN/PRIN L17-4944	\$71,400.00
52-43-715	SR IEPA LOAN/PRIN NEW SEWER PLANT	\$630,000.00
52-43-722	SR IEPA LOAN INT L17-3647	\$14,000.00
52-43-724	SR IEPA LOAN/INT L17-4944	\$23,800.00
52-43-725	SR IEPA LOAN/INT NEW SEWR PLANT	\$28,000.00
	TOTAL DEBT SERVICE	\$805,000.00

800-899 CAPITAL OUTLAY

52-43-811	SR LAND ACQUISITION	\$28,000.00
52-43-831	SR EQUIPMENT	\$8,400.00
52-43-831.3	SR EQUIP/SKID STEER	\$4,200.00
52-43-831.4	SR EQUIP/HYDRO EXCAVATOR	\$7,000.00
52-43-835	SR COMPUTER	\$1,400.00
52-43-841	SR TRUCK	\$37,100.00
52-43-845	SR MOWER	\$4,900.00
52-43-852	SR LIFT STA REP.	\$21,000.00
52-43-892	SR N. STATE ST SEWER LINE EXTENSION PROJECT	\$56,000.00
52-43-880	SR WASTEWATER SEWER PLANT and ENGINEERING	\$210,000.00
	TOTAL CAPITAL OUTLAY	\$378,000.00

900-999 OTHER EXPENSES

52-43-920	SR MISCELLANEOUS	\$10,500.00
52-43-955	REFUNDS	\$2,800.00
52-43-999	CONTINGENCY EXPENSES	\$56,000.00
	TOTAL OTHER EXPENSES	\$69,300.00

SEWER GRAND TOTAL: \$2,530,301.20

DEPARTMENT: 53-40 Electric
ACCT.: 53-40-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

53-40-421	EL REGULAR SALARIES	\$869,880.20
53-40-422	EL TEMP SALARIES	\$8,960.00
53-40-423	EL OVERTIME	\$23,100.00
53-40-423.1	EL COMP	\$4,410.00
53-40-431	EL ELECTED SALARIES	\$21,700.00
53-40-451	EL HEALTH INSURANCE	\$239,169.00
53-40-453	EL UNEMPLOYMENT INSURANCE	\$1,232.00
53-40-454	EL WORKER'S COMP INSURANCE	\$22,750.00
53-40-461	EL SOCIAL SECURITY	\$70,700.00
53-40-462	EL RETIREMENT	\$34,300.00
53-40-471	EL UNIFORM RENTAL	\$11,900.00

TOTAL PERSONNEL SERVICES \$1,308,101.20

500-599 CONTRACTUAL SERVICES

53-40-511	EL SERVICES, BUILDING	3,500.00
53-40-512	EL SERVICES, EQUIPMT	28,000.00
53-40-513	EL SERVICES, VEHICLES	14,000.00
53-40-515	EL SERV, INFRASTRUCTURE	25,200.00
53-40-517	EL SERVICES, CAT GEN	70,000.00
53-40-532	EL ENGINEERING	63,000.00
53-40-533	EL LEGAL	14,000.00
53-40-534.1	EL MEDICAL/RETIREEES	18,900.00
53-40-539	EL OTHER PROF SERVICES	65,800.00
53-40-552	EL TELEPHONE	11,200.00
53-40-553	EL PUBLISH,ADVERTISING	1,050.00
53-40-561	EL IML CONFERENCE	4,200.00
53-40-561	EL DUES	1,400.00
53-40-562	EL TRAVEL EXPENSES	7,000.00
53-40-563	EL TRAINING	18,900.00
53-40-571	EL UTILITIES	18,200.00
53-40-576	EL ELECTRICITY PURCHASES	4,620,000.00
53-40-577	EL FUEL PURCHASES(GENERATORS)	84,000.00

53-40-578	EL PERMITS	3,500.00
53-40-592	EL GENERAL / LIABILITY INS	130,200.00
53-40-593	EL RENTALS	1,050.00

TOTAL CONTRACTUAL SERVICES	5,203,100.00
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600-699 COMMODITIES

53-40-611	EL SUPPLIES, BUILDING	2,800.00
53-40-612	EL SUPPLIES, EQUIPMT	10,500.00
53-40-613	EL SUPPLIES, VEHICLES	7,000.00
53-40-615	EL SUPPL, INFRASTRUCTURE	239,400.00
53-40-617.1	EL STREET LIGHTING/IMEA GRANT	7,000.00
53-40-619	EL SUPPLIES, OTHER	1,400.00
53-40-620	EL POWER PLANT PARTS	3,500.00
53-40-651	EL OFFICE SUPPLIES	5,600.00
53-40-652	EL OPERATING SUPPLIES	9,800.00
53-40-653	EL SMALL TOOLS	4,200.00
53-40-655	EL AUTO FUEL/OIL	21,000.00
53-40-656	EL CHEMICALS	2,100.00
53-40-658	EL SAFETY EQUIPMENT	14,000.00
53-40-659	EL OTHER GEN SUPPLIES	2,800.00

TOTAL COMMODITIES	331,100.00
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700-799 ELECTRIC DEBT SERVICES

53-40-711	EL BOND DEBT SERVICE	\$539,000.00
53-40-722	EL INTEREST EXPENSE	\$21,000.00
53-40-731	EL FRANCHISE FEE	\$350,000.00

TOTAL DEBT SERVICES	\$910,000.00
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800-899 CAPITAL OUTLAY

53-40-811	EL LAND/EASEMT ACQUISTN	140,000.00
53-40-831	EL EQUIP	8,400.00
53-40-831.3	EL EQUIPMENT SKID STEER	7,000.00
53-40-831.4	EL EQUIPMENT HYDRO EXCAVATOR	14,700.00
53-40-831.5	EL ELECTRIC BORING MACHINE	25,620.00
53-40-833	EL CHRISTMAS LIGHTS	700.00
53-40-835	EL COMPUTERS	1,400.00
53-40-839	EL MOWER	4,900.00
53-40-840	EL TRUCK	42,000.00

53-40-842	EL POWER PLANT NESHAP	29,400.00
53-40-843	EL RADIO READ METERS	23,800.00
53-40-898	EL NEW DEVELOPMENT INFRAS.	350,000.00
53-40-913	EL COMMUNITY (BANNERS)	9,800.00

TOTAL CAPITAL OUTLAY 657,720.00

900-999 OTHER EXPENDITURES

53-40-920	EL MISCELLANEOUS	\$1,000.00
53-40-999	CONTINGENCY EXPENSES	\$99,000.00

TOTAL OTHER EXPENDITURES \$100,000.00

ELECTRIC GRAND TOTAL: \$8,510,021.20

DEPARTMENT: 58-55 Swimming Pool
ACCT.: 58-55-

Amount
Appropriated
2024-2025

400-499 PERSONNEL SERVICES

58-55-421	SWP MANAGER SALARIES	\$23,940.00
58-55-422	SWP SAL GAURDS	\$84,700.00
58-55-453	SWP UNEMPLOYMENT INSURANCE	\$980.00
58-55-454	SWP WORKERS COMP INS	\$3,150.00
58-55-461	SWP SOCIAL SECURITY	\$8,400.00
	TOTAL PERSONNEL SERVICES	\$121,170.00

500-599 CONTRACTUAL SERVICES

58-55-519	SWP SERVICES, OTHER	3,500.00
58-55-552	SWP TELEPHONE	1,400.00
58-55-553	SWP PUBLISH,ADVERTISING	420.00
58-55-554	SWP PRINTING, COPYING	420.00
58-55-561	SWP DUES	140.00
58-55-563	SWP TRAINING	2,800.00
58-55-592	SWP GENERAL INS	3,220.00
	TOTAL CONTRACTUAL SERVICES	11,900.00

600-699 COMMODITIES

58-55-611	SWP SUPPLIES, BUILDING	2,800.00
58-55-612	SWP SUPPLIES, EQUIPMT	2,100.00
58-55-652	SWP OPERATING SUPPLIES	4,200.00
58-55-656	SWP CHEMICALS	14,000.00
58-55-657	SWP CONCESSION SUPPLIES	18,200.00
58-55-659	SWP OTHER GEN SUPPLIES	1,400.00

TOTAL COMMODITIES	42,700.00
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700-799 DEBT SERVICE

58-55-711	SWP BONDS INTEREST	4,452.00
58-55-712	SWP Debt Service - Bonds	74,200.00
	TOTAL DEBT SERVICE	78,652.00

800-899 CAPITAL OUTLAY

58-55-824	SWP UPGRADES	\$10,500.00
58-55-825	SWP PATIO FURNITURE	\$4,200.00
58-55-826	SWP BATH HOUSE RENOVATION	\$2,800.00
	TOTAL CAPITAL OUTLAY	\$17,500.00

900-999 OTHER EXPENDITURES

58-55-999	CONTINGENCY EXPENSES	\$25,000.00
	TOTAL OTHER EXPENDITURES	\$25,000.00

POOL GRAND TOTAL: \$296,922.00

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That a certified copy of this ordinance shall be filed with the County Clerk within 30 days after adoption.

SECTION 6: That this ordinance shall be in full force and effect after its passage, approval, and publication, as provided by law.

ADOPTED this 17th day of June, 2024 pursuant to a roll call vote by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois.

AYES:

NAYS:

ABSENT:

Vote Recorded By:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County,
Illinois, this 17th day of June, 2024.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form: _____
Village Attorney

CERTIFICATION OF APPROPRIATION ORDINANCE
VILLAGE OF FREEBURG

The undersigned, duly elected, qualified and acting Clerk of the Village of Freeburg, St. Clair County, Illinois, does hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance of said Village for the fiscal year beginning April 1, 2024, and ending March 31, 2025 as adopted on June 17, 2024.

The certification is made and filed pursuant to the requirements of Public Act 83-881 (IRS, Ch. 120, par. 643) and on behalf of the Village of Freeburg, St. Clair County, Illinois. This certification must be filed within 30 days after the adoption of the Appropriation Ordinance.

Dated this 17th day of June, 2024:

Jerry Menard, Village Clerk

County Clerk

ORDINANCE NO. 1793**AN ORDINANCE OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS AUTHORIZING THE EXECUTION OF A NEW POWER SALES CONTRACT AND A NEW CAPACITY PURCHASE AGREEMENT WITH THE ILLINOIS MUNICIPAL ELECTRIC AGENCY FOR THE DELIVERY PERIOD COMMENCING OCTOBER 1, 2025**

WHEREAS, the Illinois Municipal Electric Agency (“IMEA” or the “Agency”) is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois organized under the Illinois Joint Municipal Electric Power Act, 65 ILCS 5/11-119.1-1 et seq. (the “Act”) as a municipal power agency, and it provides electric power and energy and related services to its member municipalities that own and operate their own municipal electric utility and electric distribution systems; and

WHEREAS, the Agency was created as a means to achieve economy, adequacy and reliability in the supply of electric power and energy by planning, financing, owning and operating facilities for the generation and transmission of electric power and energy and related facilities or other facilities necessary or convenient for the planning and operation of a system for the production and transmission of electric power and energy thus making it possible for its member municipalities to achieve economies and efficiencies not possible for municipalities acting alone; and

WHEREAS, the Village of Freeburg is a municipality owning and operating a municipal electric utility and electric distribution system which furnishes retail electric service to the public in its service area, and the Village is a member of the Agency; and

WHEREAS, the Village Board of Trustees of the Village of Freeburg and the Board of Directors of the Agency have previously approved, and the Village and the Agency have heretofore entered into a long-term Power Sales Contract, as amended, pursuant to which the Agency provides and the Village purchases the full requirements of power and energy needed to meet the load obligations of the Village’s municipal electric utility and electric distribution system; and

WHEREAS, the existing Power Sales Contract, as amended, is set to expire on September 30, 2035; and

WHEREAS, under the Power Sales Contract, as amended, the Agency has full responsibility for planning and obtaining an adequate supply of power and energy for the Village and other Agency members; and

WHEREAS, the Village Board of Trustees of the Village of Freeburg and the Board of Directors of the Agency have previously approved, and the Village and the Agency have heretofore entered into a Capacity Purchase Agreement, as amended, pursuant to which the Village has dedicated the behind the meter generating resources owned and operated by the Village to the Agency’s control and use; and

ORDINANCE NO. 1793 cont.

WHEREAS, the existing Capacity Purchase Agreement, as amended, is tied to and matches the term of the existing Power Sales Contract, as amended, through September 30, 2035; and

WHEREAS, in furtherance of its obligation under the Power Sales Contracts, the Agency plans for and takes all necessary steps to ensure a resource portfolio to meet the long- and short-term power and energy needs of the Village and other members (“Participating Members”), including participation in and ownership of baseload generating resources, ownership of and Capacity Purchase Agreements with Participating Members that own behind the meter generating resources, entering into long and short term bilateral contracts with power suppliers for the purchase of capacity and energy from new and existing thermal, renewable and non-carbon generating resources, and participation in and purchases of capacity and energy from markets maintained by the Regional Transmission Organizations that control the regions where the Participating Members are located; and

WHEREAS, the electric industry in Illinois is undergoing a transition away from traditional thermal resources in favor of renewable and non-carbon generating resources; the Illinois General Assembly has passed new laws encouraging the development of renewable and non-carbon generating resources and restricting emissions from thermal resources; and traditional thermal generating resources have been retired or will be retiring due to age and emissions restrictions; and

WHEREAS, in light of this changing environment, the resource portfolio to meet the needs of the Village and other Agency Participating Members will likely be primarily through contracting for capacity and energy from new renewable and non-carbon generating resources; developers of new renewable and non-carbon generating resources require long-term commitments for the purchaser of the output from these projects in order to finance and build such resources; typical financing by developers is currently for 20 to 25 years; in the short-term if developers are willing to contract for the shorter period that the Agency has remaining on its existing Power Sales Contracts, the pricing will necessarily be higher to allow the developer to finance the project and be assured of collecting its development and operational costs over the shorter period; in the long-term, if the Agency waits to begin supplementing its resource portfolio, it is anticipated that the cost of construction of new projects will increase making even full 20 to 25 year power supply contracts more costly; and

WHEREAS, in order to plan for and ensure that resources are in place to continue to meet the long- and short-term power and energy needs of its Participating Members, including the Village, and to continue providing reliable, affordable, and sustainable power now and in the future, the Agency needs to provide for the continued contractual relationships with the Participating Members beyond September 30, 2035; without a firm commitment from Participating Members beyond September 30, 2035, the Agency will not be able to continue to ensure that resources are in place at favorable prices; and

ORDINANCE NO. 1793 cont.

WHEREAS, the Agency must also provide for the continued availability of the existing and future behind the meter generating resources owned and operated by its Participating Members as part of its resource portfolio beyond September 30, 2035; and

WHEREAS, the Agency Staff, with the input of a working group consisting of members of its Board of Directors, has developed the form of a new Power Sales Contract and a new Capacity Purchase Agreement, commencing immediately upon the expiration of the existing agreements, the form of which are attached hereto and incorporated herein; and

WHEREAS, upon approval of this Ordinance by the Village of Freeburg, the Village and the Agency are agreeing to the continuation of the full requirements, power supply relationship between the Village and the Agency and to the form and terms and conditions of the new Power Sales Contract and new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035; and

WHEREAS, based upon the foregoing facts, the Village by this Ordinance hereby finds and determines to accept and approve the new Power Sales Contract and the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Village Board of Trustees of the Village of Freeburg and are incorporated into the body of this Ordinance as if set forth in full.

Section 2. The Village Board of Trustees of the Village of Freeburg hereby accepts and approves the new Power Sales Contract with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Power Sales Contract with Illinois Municipal Electric Agency, as amended, in the form presented and agrees to be bound by the terms and conditions thereof. A copy of such new Power Sales Contract is attached hereto and incorporated herein by reference.

Section 3. The Village Board of Trustees of the Village of Freeburg hereby accepts and approves the new Capacity Purchase Agreement with Illinois Municipal Electric Agency for the delivery period commencing on October 1, 2035, which commencement date is immediately upon expiration of the existing Capacity Purchase Agreement with Illinois Municipal Electric Agency, as amended, in the form presented and agrees to be bound by the terms and conditions thereof. A copy of such new Capacity Purchase Agreement is attached hereto and incorporated herein by reference.

ORDINANCE NO. 1793 cont.

Section 4. By this Ordinance, the Village President of the Village of Freeburg is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized and directed to attest and seal a new Power Sales Contract and a new Capacity Purchase Agreement.

Section 5. By this Ordinance, the Village President of the Village of Freeburg is hereby further authorized to take all steps and execute any and all other documents and agreements reasonably necessary or appropriate to implement and administer the new Power Sales Contract and the new Capacity Purchase Agreement approved hereby.

Section 6. All Ordinances and parts of Ordinances in conflict herewith are hereby superseded.

Section 7. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 17th day of June, 2024.

Vote Recorded:

Ayes _____

Nays _____

Absent _____

Abstain _____

Vote Recorded by:

Jerry Menard, Village Clerk

ORDINANCE NO. 1793 cont.

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois,
this 17th day of June, 2024.

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form: _____

Frederick W. Keck, Village Attorney
Weilmuenster, Keck & Brown, P.C.

**POWER SALES CONTRACT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF FREEBURG, ILLINOIS**

This Contract entered into as of the _____ day of _____, 20____, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF FREEBURG, ILLINOIS (“Member”), a municipal corporation created and existing under the laws of the State of Illinois; the Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties;” by executing this Contract, Member continues as a Participating Member of the Agency, and all references to “Participating Members” herein or in other IMEA Power Sales Contracts shall include Member unless the context expressly or by necessary implication requires otherwise;

W I T N E S S E T H:

WHEREAS, the Illinois Joint Municipal Electric Power Act (the “Act”) enables municipalities owning or operating electric utilities, which furnish retail electric service to the public to jointly plan, finance, own and operate electric generation and transmission facilities, as well as the acquisition of fuel for the generation of electric energy, through the creation and continued operation of the Agency; and

WHEREAS, pursuant to the Act, a group of such municipalities joined together to form the Agency to acquire and construct projects or participate in projects with investor-owned utilities, generation and transmission cooperatives and others which may be used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electric energy, and the Agency has operated in accordance with the Act since 1984; the Agency presently has 32 Members, each of which is currently a Participating Member; and

WHEREAS, under the Act Member is a municipality owning and/or operating an electric utility which furnishes retail electric service to the public and may enter into and carry out contracts and agreements for the purchase from the Agency of power supply and energy transmission services, power supply development services and other services; and

WHEREAS, in order to secure an adequate, reliable and economic long term supply of electrical power and energy for Member, the Agency and Member hereby enter into this Power Sales Contract under the terms of which the Agency will sell to Member and Member will purchase from the Agency all of Member’s power and energy requirements to meet the full service obligation of its service area, including all capacity obligations imposed by the applicable Regional Transmission Organization (“RTO”), and all delivery-related services, including but not limited to transmission and distribution services from transmission and wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Contract, the Agency and Member agree as follows:

Definitions

When used herein, the following capitalized terms shall have the meanings ascribed to them below unless the context expressly or by necessary implication requires otherwise:

“Board of Directors” shall mean the corporate authority of the Agency with powers as provided in the Act.

“Bonds” shall mean any revenue bonds, notes and other evidences of obligations of the Agency issued under the provisions of the Act to finance any cost, expense or liability relating to the Power Supply System or service under the Power Sales Contracts.

“Bond Ordinance” shall mean any one or more ordinances, resolutions, indentures or other similar instruments of the Agency providing for the issuance of Bonds.

“Cost Causer;” “Cost Causation” shall mean the Participating Member that causes the Agency to incur an extra-ordinary expense or investment. Under the Cost Causation principle such costs are to be borne by those customers, including but not limited to Member and/or other Participating Members or other entities to whom IMEA provides service, who make a request or decision or otherwise require or cause the action to be taken by IMEA or one of its underlying power suppliers or transmission and/or distribution service providers, thereby causing the Agency to incur the extra-ordinary expense. For purposes of this definition, “extra-ordinary expenses” are any investment, cost or other expenditure or liability incurred, assumed by or imposed on the Agency: (1) that primarily benefit one Participating Member or a group of Participating Members or other entities to whom IMEA provides service directly, rather than providing a general benefit to all or a majority of Participating Members or the Agency as a whole; and (2) that are not or have not historically been of the type ordinarily shared between Participating Members. Costs are recognized as being caused by a service if the costs are brought into existence as a direct result of providing the service or facilities, or the costs are avoided if the service or facilities are not provided. The Board of Directors will make all final decisions on whether a cost item is an extra-ordinary expense and whether a Participating Member or group of Participating Members is or are Cost Causers for purposes of implementation of this and all other Power Sales Contracts, as well as any contracts entered into by the Agency to provide service that are excluded from the definition of Power Sales Contracts.

“Delivery Point” shall mean a presently existing metered connection or connections of IMEA’s or another party’s transmission or distribution system with Member’s transmission or distribution system as set forth in Schedule A or a new or modified connection as Member may request and IMEA or another party is willing to provide in the future. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Delivery Points.

“Member” shall be the city, village or town executing this Contract.

“Member-Directed Resource” shall mean a resource that meets the requirements of this definition and the option in Section 2(b-1) for Member to self-direct one or more resources with nameplate ratings or contracted shares based on nameplate ratings not to exceed the percentage of the Member’s rolling 5-year average annual peak demand set forth in such Section or as otherwise approved by the Board of Directors to be used to serve the Member’s load. Any such resource shall be developed and/or contracted for by the Participating Member only after the Board of Directors formally approves the details of the project. Any such resource shall be located within the State of Illinois unless the Board of Directors approves otherwise. For purposes of this definition the term resource is limited to devices that produce, generate or otherwise create energy or that store energy for beneficial use at a different time that are powered by wind, solar thermal energy, photovoltaic cells or panels, biodiesel, landfill gas produced in Illinois, crops and untreated and unadulterated organic waste biomass, advanced nuclear technology or small nuclear reactors that generate clean energy, and batteries and other forms of energy storage. The term resource may be expanded to include any other such devices powered by other means if they would qualify under a current or future Illinois statute that addresses generating resources that are designated as renewable, carbon-free, net-zero, clean or other similar designation for energy for use in one or more Illinois programs, even if IMEA and/or its Participating Members would not be subject to such statute or qualify for such program due to their status as municipalities, municipal corporations or units of local government; provided however clean coal powered facilities, as defined in the Illinois Power Agency Act shall not be allowed as Member Directed Resources unless specifically approved by the Board of Directors of IMEA. The term resource may also be expanded to include additional types of devices powered by other means if approved by the Board of Directors.

The existing hydro-electric power resources that were owned and operated by the Cities of Rock Falls and Peru at the time of execution of this Agreement are specifically not included in the term Member Directed Resource.

“MISO” means Midcontinent Independent System Operator, Inc., or its successor.

“Participating Members” shall mean Member and those other members that are or hereafter become parties to Power Sales Contracts, as defined below.

“Party” shall mean a party to this Contract and its successors and permitted assigns.

“PJM” means PJM Interconnection, LLC, or its successor.

“Point of Measurement” shall mean any point at which metering equipment is located for purposes of measuring power and energy deliveries to Member as set forth in Schedule A hereof. Schedule A shall be updated from time to time by the Agency to reflect any new or modified Points of Measurement.

“Power Sales Contracts” shall mean this Contract and other contracts providing for the sale of power and energy by IMEA to the other Participating Members as amended from time to time (excepting therefrom the contracts entered into by the Agency and Participating Members for

power supplies which are specifically superseded by the Power Sales Contracts and any other contracts which the Agency by action of its Board of Directors designates as being excepted from being within the definition of Power Sales Contract).

“Power Supply System” shall be broadly construed to mean, encompass and include all Projects and all electric production, transmission, distribution, conservation, load management, general plant and related facilities, equipment or property, and any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, transportation, fabrication or processing of fossil, nuclear or other fuel of any kind or any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Agency’s generating plants, now existing and hereafter acquired by lease, contract, purchase or otherwise or constructed by the Agency, including any interest or participation of the Agency in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to said Power Supply System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Agency and all other works, property or structures of the Agency and contract rights and other tangible and intangible assets of the Agency used or useful in connection with or related to said Power Supply System, including without limitation a contract right or other contractual arrangement for the long term or short term interconnection, interchange, exchange, pooling, wheeling, transmission, purchase or sale of electric power and energy and other similar arrangements with entities having generation and transmission capabilities and located within or without the State of Illinois. Power Supply System shall not include (1) any properties or interest in properties of Member, except with respect to any contract rights the Agency may have in such properties pursuant to any contract between Member and the Agency other than this Contract, and (2) any properties or interest in properties of the Agency which the Board of Directors determines shall not constitute a part of the Power Supply System for the purposes of the Power Sales Contracts with the Participating Members.

“Project” means (i) any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, distribution, transmission, purchase, sale, exchange or interchange of electrical energy and in the acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind for any such purposes, or (ii) any owned or contracted interest in, or right to the use, services, output or capacity, of any such plant, works, system or facilities.

“Prudent Utility Practice” shall mean, any of the practices, methods and acts which, in the exercise of reasonable judgment and in light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Contract, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method or acts to the exclusion of all others, but rather to a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable

cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

"Rate Schedule" shall mean the rate schedule or schedules setting forth the rates and charges for payments by Participating Members, including Member, for services rendered by the Agency pursuant to the Power Sales Contracts. The existing Rate Schedules are Schedule B and Schedules B-2, B-4, B-6 and B-7. The Rate Schedules may be revised from time to time by the Agency and/or new schedules may be adopted by the Agency, all in accordance with and in the manner provided for in Section 3 of this Contract, including, without limitation, any amendment, change, deletion or addition to any of the rates and charges, billing components, terms or conditions, or any adjustment set forth therein, including, but not limited to, amending the billing demand provision to impose a minimum demand whether or not based on prior demand measurements, which schedules may be applicable to any one or more Participating Members.

"Revenue Requirements" shall mean all costs and expenses paid or incurred or to be paid or incurred by the Agency resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the Power Supply System or otherwise relating to the acquisition and sale of power and energy, transmission, load management, conservation or related services hereunder and performance by the Agency of its obligations under the Power Sales Contracts for Participating Members, including, without limitation, the following items of cost:

- (1) payments of principal of and premium, if any, and interest on all Bonds issued by the Agency and payments which the Agency is required to make into any debt service reserve fund or account under the terms of any Bond Ordinance or other contract with holders of Bonds; provided, however, that Revenue Requirements shall not include any principal of or premium, if any, or interest on Bonds due solely by virtue of the acceleration of the maturity of such Bonds;
- (2) amounts required under any Bond Ordinance to be paid or deposited into any fund or account established by such Bond Ordinance (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above including any rate stabilization fund or account;
- (3) amounts which the Agency may be required to pay for the prevention or correction of any loss or damage to the Power Supply System or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are necessary to keep any facility of the Power Supply System, whether owned by the Agency or available to the Agency under any contract, in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Power Supply System and of producing and delivering power and energy therefrom (including, without limitation, fuel costs,

administrative and general expenses and working capital, for fuel or otherwise, regulatory costs (including but not limited to wholesale rate case intervention costs), insurance premiums, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition, costs of power supply and demand-side planning and implementation associated with meeting the Agency's power supply obligations and costs of load management and conservation;

- (5) the cost of any electric power and energy purchased for resale by the Agency to the Participating Members and the costs of transmission, scheduling, dispatching and controlling services for delivery of electric power and energy under the Power Sales Contracts for Participating Members;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition or sale of properties;
- (7) all costs, settlements and expenses relating to injury and damage claims asserted against the Agency;
- (8) any additional cost or expense not specified in the other items of this definition imposed or permitted by any regulatory agency or which is paid or incurred by the Agency relating to the Power Supply System or relating to the provision of services to Participating Members (including any amounts to be paid into any reserve account established by the Agency under the terms of any Bond Ordinance for the payment of Revenue Requirements in the future and any provision for depreciation) which is not otherwise included in any of the costs specified herein;
- (9) amounts required to be paid by the Agency including:
 - (i) any reserves the Agency shall determine to be necessary for the payment of those items of costs and expenses referred to in this definition to the extent not already included in any other clause of this definition; and
 - (ii) additional amounts which must be realized by the Agency in order to meet the requirement of any rate covenant with respect to coverage of principal and interest on Bonds contained in any Bond Ordinance or contract with holders of Bonds or which the Agency deems advisable in the marketing of its Bonds or under any contract to which it is a party.

“Regional Transmission Organization” or “RTO” shall mean the entity designated by the Federal Energy Regulatory Commission (“FERC”) to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources, and that controls the wholesale electric markets for its area. The RTOs that currently control the areas where IMEA’s Participating Members are located and where the generating resources owned by or under contract to IMEA are located or into which they are pseudo-tied are Midcontinent Independent System Operator, Inc., or its successor (“MISO”), and PJM Interconnection, LLC, or its successor (“PJM”). At the execution of this Agreement, for those Participating Members that are served by

Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

Section 1. Term

(a) Initial Term and Termination

This Contract shall take effect on the latter of the date of execution by the last party to sign hereon or the date specified by the Board of Directors in making the determination in Section 1(b) below. This Contract shall remain in effect for an initial delivery term commencing on October 1, 2035 (at the end of the then-current Power Sales Contract between Member and IMEA) and extending through and including May 31, 2055. The delivery term shall continue thereafter and run from year to year until terminated by five (5) years prior written notice.

(b) Conditions for Effectiveness of Contract

Notwithstanding any other provision herein, the Contract shall not become effective unless by April 30, 2025, or such later date as approved by the Board of Directors, (i) four (4) or more Participating Members with the combined Agency estimated coincident firm purchased power annual peak demand in 2022 of 50 MW or more have entered into new, renewed or extended Power Sales Contracts, or (ii) the Board of Directors has determined the mix of Members signing new, renewed or extended Power Sales Contracts results in sufficient benefits or cost reductions to the Participating Members in which event the Power Sales Contracts shall become effective. The Agency shall provide the Participating Members with written notice within sixty days of any final decision by the Agency that the Contract is to become effective. In the event this Contract does not become effective, any contracts between the Agency and the Participating Members, which are otherwise superseded by this Power Sales Contract, including any such contract with Member, shall not terminate but shall continue in full force and effect throughout its term.

(c) Commencement of Service and Cancellation of Existing Contract

Service to Member under this Contract shall commence on October 1, 2035.

All other power supply or transmission contracts between Member and any entity other than the Agency shall be terminated or assigned by Member to the Agency no later than the date upon which the Agency commences service to Member as provided in this subparagraph or such other action is taken as mutually agreeable by the Agency and Member.

If Member is taking power or transmission service from a supplier other than IMEA on such commencement date, the providing of power by IMEA shall commence only if that Member's obligations from such supplier have ceased pursuant to an assignment or termination of an existing contract.

Section 2. Purchase, Sale and Delivery of Electricity

(a) Sale and Purchase

The Agency agrees to provide and sell and Member agrees to take and pay for all of the electric power and energy required to meet the full service obligation of Member's service area during the term of this Contract and utilized in the operation of its municipal electric system, including all capacity obligations imposed by the applicable RTO, and all delivery-related services, including but not limited to transmission and wholesale distribution services from transmission and/or wholesale distribution service providers and ancillary service requirements of the applicable RTO and/or its underlying Transmission Owners. Batteries or other energy storage devices are a substitute for generation and are deemed to be power supply for purposes of the obligation to purchase Member's full requirements of electric power and energy under this subsection (a) and the restrictions on obtaining electric power and energy from other sources under subsection (b) of this Contract. Batteries or other energy storage devices may be used in an election for a Member Directed Resource in Section 2(b-1) below.

Under the previous Power Sales Contract, certain Participating Members, namely Peru and Rock Falls, each exercised an option to install, own and operate a hydro-electric power plant and to self-supply a portion of its load therefrom. That option is no longer available. Such Participating Members may continue to self-supply such portion of their respective loads subject to such reasonable terms and conditions and such rates and charges as the Board of Directors shall approve so long as the Participating Member owns and operates the existing hydro-electric plant. Such Participating Members shall bear all costs of ownership and operation of their hydro-electric plant and shall pay all such rates and charges established by the Board of Directors.

(b) Restrictions on Other Sources

Except as provided in the subsections of this Section 2 or in any policy, program or directive of the Agency approved and authorized by affirmative vote of the Board of Directors, Member shall not obtain electric power and energy required to meet the full service obligation of Member's service area and/or for the operation of its electric utility system from any other source; provided, however, if Member is required by law to purchase power and/or energy from a small power production facility, a cogeneration facility or other facility, Member shall immediately inform the Agency of such requirement whereupon Member and the Agency shall use their

best efforts to arrange for such purchases to be made by the Agency. If such arrangements cannot be made, then Member shall make the required purchase and sell the power and energy to the Agency at the same price and on the same terms and conditions under which it was purchased by Member, unless Member agreed to pay more than required by the law that required the purchase of power and/or energy from such facility, in which case the Agency shall pay Member an amount reasonably calculated to match what the required amount should have been. Member hereby appoints the Agency to act as its agent in all dealings with the owner or operator of any such facility from which power or energy is to be purchased by the Agency directly or indirectly and in connection with all other matters relating to any such purchase and agrees unless ordered to do so by a court of competent jurisdiction not to make any such purchase at prices or on terms and conditions not approved by the Board of Directors.

If Member has an existing partial waiver from FERC of the PURPA requirement to purchase excess power and energy from Qualifying Facilities where that obligation has been undertaken by the Agency as of the effective date of this Contract, such waiver shall be maintained for the term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver. If Member does not have an existing partial waiver from FERC of the PURPA requirements and assignment thereof to the Agency as of the effective date of this Contract, Member shall cooperate with the Agency in seeking such waiver, and if granted such waiver shall be maintained for the initial term and any extended term of this Contract. Member shall not take any steps or cooperate with steps taken by any others to withdraw or terminate such waiver.

(b-1) Member-Directed Resources Option

Member and the other Participating Members shall each have the option, but not the obligation, to elect to self-direct a portion of the power supply to serve their load from qualifying generating resources or energy storage devices. The maximum amount of such election shall be ten percent (10%) of Member's rolling 5-year average annual peak demand based on the nameplate capability of, or the contracted share of the nameplate of the resource. The Board of Directors may approve a greater percentage or amount in the future. Resources put in place by Member under one or more offerings, policies or programs of IMEA, other than this Member-Directed Resource Option, and IMEA-sponsored projects located within Member's service area will not count against the above percentage. The resource shall be located in the same delivery zone of the RTO region or Balancing Authority area as the Member or Participating Member making the election, or if approved by the Board of Directors may be located in the same zone of the RTO region or Balancing Authority area as other Participating Members, subject to such reasonable cost allocation as the Board of Directors shall require.

Under this option, Member and other Participating Members shall have the opportunity to contract for, develop, own and operate qualifying resources that would be directly connected to the Participating Member's distribution system, or alternatively to contract with a developer/provider for a portion of a large qualifying resource connected elsewhere on the regional transmission system. All power and energy to serve the total requirements load needs of such Participating Members would continue to be exclusively provided by IMEA, however, subject to the Participating Member's ability to negotiate and enter into ownership or long-term contractual commitment with one or more projects on its distribution system, or power purchase agreements with an eligible energy provider, and subject to reasonable approval by the Board of Directors, Participating Members will be able to commit to a project or a power purchase agreement and thereby self-direct the type of qualifying resource used to serve a portion of its load. The remainder of the full requirements of Participating Members electing this option shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the Agency's socialized resource portfolio. Such resources must be dedicated to IMEA under an agreement similar in concept to the Capacity Purchase Agreements pursuant to which Participating Members have historically dedicated their behind the meter generation to IMEA.

Member shall not use a Member Directed Resource to peak shave. Member shall still be required to purchase its full requirements from IMEA. The Member Directed Resource shall become part of the IMEA resource portfolio for serving Member. Member shall pay all costs associated with the Member Directed Resource and shall be credited or paid back for the actual RTO clearing price for capacity and day-ahead price for energy and any actual ancillary services revenues received by IMEA for the attributes used by IMEA from the Member Directed Resource to serve the participating Member. Member shall own any renewable energy or similar credits, but if they decide to sell them, rather than retire them, the Agency shall have a right of first refusal to purchase them. The Board of Directors would determine the equitable allocation of non-power supply Agency costs among Participating Members electing the option and making binding commitments to self-directed resources and those that elect to be served only from the socialized resource portfolio in the Rate Schedules to be developed and approved.

(c) Shortages

In the event that the Agency is not able to supply all of the power and energy requirements of its Participating Members because of an event of Force Majeure as defined in Section 2(d) or because of an outage of all or any part of Agency's Power Supply System or because of an event beyond Agency's control, and after such reasonable notice as the Agency may be able to give, the Agency shall allocate the power and energy available to it during any billing period among the Participating Members on a pro rata basis in accordance with the Participating Members' respective power and energy requirements supplied by the Agency during the corresponding billing period of the preceding calendar year. Where a Participating

Member did not purchase power and energy from the Agency during the corresponding billing period of the preceding calendar year, that Participating Member's purchases during such billing period from its supplier replaced by the Agency shall be used.

Although the Agency agrees to use its best efforts to avoid a shortage in supply, during any period when the Agency is unable to supply all of the Participating Member's electric power and energy requirements, Member shall be permitted to acquire from other sources the amount of electric power and energy which is not supplied by the Agency; provided, however, that at such time as the Agency is again able to supply all of Member's electric power and energy requirements, Member shall be required to take and pay for such electric power and energy in accordance with the provisions of this Contract. Before entering into any arrangement to acquire power and energy from any source other than the Agency for any period in excess of 48 hours, Member will notify and consult with Agency as to the terms and length of such purchases and obtain Agency's consent before contracting for such supply, which consent shall not be unreasonably withheld.

(d) Continuity of Service

The Agency shall employ its best efforts, in accordance with Prudent Utility Practice, to provide a constant, adequate and uninterrupted supply of power and energy to Member (except where Member is purchasing interruptible or curtailable power or non-firm energy from the Agency under a separate interruptible, curtailable or non-firm rate schedule adopted by the Board of Directors) and shall seek to restore service promptly and diligently on any interruption, but the Agency does not guarantee that service hereunder will be uninterrupted or at all times constant.

If the supply of electric power and energy to Member hereunder shall fail, be interrupted, be reduced, or become defective through an event of Force Majeure, which shall include but not be limited to an act of God, nature, common enemy, failure of any power and energy or transmission service supplier of the Agency or any public authority, or because of accident, riot, insurrection, war, explosion, labor dispute, fire, flood or prudent actions taken to prevent or limit the extent or duration of disturbances of service on Agency's system, or if one or more of its suppliers, or that of systems through which electric service is rendered to the Agency or Member is interrupted, or for any other cause beyond the reasonable control of the Agency, the Agency shall not be liable for damages caused thereby and such events shall not constitute a breach of the Agency's obligations under this Contract. No cause or contingency, however, including any failure of the Agency to supply electric power and energy to Member for any period because of any of the aforesaid conditions, shall relieve Member of its obligation to make all payments to the Agency required by this Contract, when due, for power and energy supplied by the Agency during any period.

The Agency or its underlying transmission and/or wholesale distribution service provider may interrupt service hereunder as necessary for repairs to, or changes of, equipment or facilities needed to provide service hereunder, or for installation of new equipment or facilities, but only for such reasonable times as may be unavoidable, and to the extent possible, with reasonable advance notice to, and in coordination with, Member.

Section 3. Rates and Charges

Member shall pay the Agency for all power and energy and other services furnished under this Contract from the date that service commences as provided in Section 1(c) at the rates and on the terms and conditions set forth in the Rate Schedule(s), as the Rate Schedule(s) may be changed and supplemented by the Board of Directors from time to time.

The Board of Directors shall establish and maintain its rates and charges under its Power Sales Contracts with its Participating Members to provide revenues which are sufficient, but only sufficient, together with other available revenues of the Agency, to cover the estimated Revenue Requirements of the Agency. In determining rates and charges necessary to produce sufficient revenues, the Agency shall take into account any anticipated (or actual) delinquency or default in payments by Participating Members. The Agency's rates and charges for power supply for the portion of a Participating Member's full requirements not met through the self-directed resource option discussed below and for all other bundled aspect of electric service to the Participating Members shall be set generally on a uniform postage stamp basis so as to recover all production and transmission costs in providing service to all Participating Members; provided, however, that the rates and charges may vary between Participating Members to reflect contracts with Participating Members having varying lengths of terms and/or contracts executed at different times, differences in delivery voltage level, delivery facilities costs, different load factors, and variances in service provided to Participating Members which enter into Capacity Purchase Agreements and Participating Members which do not (including a phase-in of postage stamp rates to reflect load factors of certain Participating Members) and may contain ratchets, premiums, load factor requirements and other provisions which affect all Participating Members or only Participating Members which obtain a portion of their requirements from any other source. Rates and charges may also vary between Participating Members based on the Cost Causation principle if the Board of Directors determines that Member or another Participating Member is a Cost Causer of an extra-ordinary expense or investment as defined herein above.

Notwithstanding the foregoing, the Board of Directors shall establish and maintain and may revise, amend or change from time to time in the future backup service rates for Participating Members with a hydroelectric plant and/or may charge such Participating Member for all actual costs incurred by IMEA attributable to the operation of said hydro-electric power plant, or the failure thereof, and/or costs incurred by IMEA due to the accreditation of said plant. In addition, the Board of Directors may establish separate Rate Schedules or may approve separate rate provisions in an Addendum to the Power Sales Contract for Participating Members that elect to have a portion of their full requirements met (as authorized herein) on a contracts-basis, rather than the standard socialized basis, or the Agency and one or more Participating Members, including Member, may execute Addendums to their Power Sales Contracts, so-as-to directly commit to a

portion of the output from individual eligible resource power purchase agreements or ownership arrangements. Rates and charges for the portion of the Participating Member's requirements being met under such Rate Schedules or Addendum will vary from Participating Members served exclusively or in different proportions from the socialized resource portfolio. The remainder of the Participating Member's full requirements shall be met under the Rate Schedules that recover the portion of the Revenue Requirement associated with the socialized resource portfolio.

The methodology for establishing rates and charges used by the Agency may be modified by the Agency from time to time.

The Agency shall place into effect initial rates and charges applicable on commencement of service by the Agency to the Participating Members under this new Power Sales Contract and thereafter at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, the Agency shall review and, if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency's estimated Revenue Requirements.

The Agency's rates and charges hereunder may include one or more automatic adjustment clauses which may be modified or changed periodically to ensure that the Agency is protected against changing cost of fuel, purchased power, taxes, and other costs of service. The automatic adjustment clauses may use estimated costs, with a later true-up to actual costs. The Agency may place an automatic adjustment clause in effect to recover costs from the date they were incurred upon thirty (30) days' notice to Member and shall provide Member supporting information which need not be the same detailed analysis as for base rate changes.

In connection with any revision of the Rate Schedule, except as to automatic adjustment clause rate changes, the Agency shall cause a notice in writing to be given to all Participating Members which shall set out any proposed revision of the Rate Schedule with the effective date thereof, which shall be not less than sixty (60) days after the date of the mailing of the notice, and which shall be accompanied by an analysis of the estimated Revenue Requirements for which the Rate Schedule is proposed to be revised and the derivation of the proposed rate. Member agrees to pay for electric power and energy made available by the Agency to it hereunder after the effective date of any revisions in the Rate Schedule in accordance with the Rate Schedule as so revised.

Section 4. Payment Obligation

(a) Nature of Obligation to Pay.

The obligation of Member to pay all rates and charges established by the Agency under Section 3 of this Contract for the delivery of power and energy and for other services provided by the Agency shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by the Agency of its obligations under the Power Sales Contracts for Participating Members or any other instrument or agreement. It is expressly understood that Member shall be obligated to pay all rates and

charges imposed for power and energy supplied hereunder regardless of whether any one or more projects or other facilities of the Agency constructed, purchased or undertaken to provide service hereunder are operating or operable at any time; provided, however, that except as provided by this subsection (a) nothing herein shall be construed to prevent or restrict Member from asserting any rights which it may have against the Agency under this Contract or under any provision of law, including the institution of legal proceedings for specific performance or recovery of damages.

(b) Limitation on Obligation to Pay.

All payments made by Member for services hereunder shall be made as operating expenses from the revenues of Member's electric utility system, or any integrated utility system of Member of which, Member's electric utility system may be a part, and from other funds of such system legally available therefor and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by Member to the Agency. Member shall not be required to make payments under this Contract except from the revenues of Member's electric system, or other integrated public utility system of which the electric system is a part, and from other funds of such system legally available therefor. In no event shall the Agency, or any other person or entity, including any person or entity to which revenues under this Contract have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Member for payment of any amounts due hereunder. The obligation of Member to make payments for services hereunder shall not constitute a general obligation of Member and shall not constitute indebtedness of Member for the purpose of any statutory limitation and Member shall not be required to make such payments from any source other than the revenues and funds referred to in the first two sentences of this paragraph. In no event shall Member be required to make payments under this Contract from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

Member's electric utility system shall be deemed to be a part of an integrated utility system for purposes of this Contract if the revenues of the electric utility system (i) are commingled with the revenues of one or more utility systems owned by Member, or (ii) are utilized to pay operating expenses of Member's electric utility system and one or more other utility systems owned by Member, or (iii) are pledged to secure any bonds or other evidences of indebtedness issued to finance one or more utility systems owned by Member. For purposes of this paragraph, the term "commingled" shall not be deemed to include the keeping of funds in one bank account so long as such funds are separately accounted for on the books and records of Member. An integrated utility system shall not be deemed to exist hereunder merely (i) because Member's electric utility and another utility of Member are managed by the same commission or other public body, have common employees or facilities, the costs of which are shared, or undertake joint projects or (ii) where

surplus funds from one utility which are legally available for transfer to the general fund of Member are transferred or loaned to the other utility.

Section 5. Billing

(a) Billing Procedure

The calendar month shall be the standard period for all billing and settlements under this Contract. The Agency may, from time to time, adopt another standard period for billing and settlements. It is understood that, as soon as practicable after the end of each billing period, IMEA shall prepare and transmit a detailed statement to Member which shows amounts due from Member.

Billing period statements for charges under this Contract shall be rendered by IMEA in the month following the billing period in which the charges were incurred. Each payment shall be due, and payment of each bill shall be made to IMEA by electronic transfer or such other means as shall cause payment to be available for the use of IMEA on the first banking day following the tenth (10th) day after the date of invoice. Interest on unpaid amounts shall accrue daily at the then current published prime interest rate per annum as published in the Wall Street Journal or its successor to the extent permitted by law from the due date of such unpaid amount and until the date paid.

(b) Billing Disputes

In the event that Member takes exception to a bill rendered by the Agency, Member shall pay the disputed amount and promptly inform the Agency in writing of the basis for the dispute. Member will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Agency in the manner herein specified within thirty (30) days of when Member first learns of the basis for the dispute.

Within thirty (30) days of receipt of the notice of the dispute, including a written explanation by Member of the nature of the dispute, the Agency shall respond to Member's protest in writing. In the event it is determined that all or part of the disputed payment was not properly payable, then the Agency shall refund such amount together with interest thereon from the date the amount was paid until the refund is made at an annual rate equal to that established pursuant to subsection (a) above.

In addition, any billing adjustment sought by Member which is related to the Agency obtaining a similar billing adjustment from any transmission or power or energy supplier to the Agency shall be dependent upon the Agency obtaining a corresponding adjustment from its supplier. The Agency shall pursue any such corresponding adjustment with due diligence, provided that the Agency considers such adjustment to be appropriate.

(c) Service Discontinuance and Contract Termination for Failure to Pay.

Whenever any amount due remains unpaid after the due date, the Agency may take all steps available to it under applicable law to collect such amount and, subject to any applicable regulatory requirements and any applicable requirements of the applicable Regional Transmission Organization, after giving thirty (30) days advance notice in writing of its intention to do so, suspend and discontinue service hereunder if the amount remains unpaid at the end of said 30-day period. Whenever any amount due remains unpaid for one hundred twenty (120) or more days after the due date and after giving thirty (30) days advance notice in writing of its intention to do so, the Agency may terminate this Contract. No such discontinuance or termination shall relieve Member from liability for payment for electric power and energy furnished hereunder or made available to Member where Member has an obligation to take such power and energy and has not, or for damages suffered by the Agency, or any other Participating Members, as a consequence of default by Member. The Agency may, either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance of the covenants, agreements, and obligations of Member under this Contract to be performed by Member or any officer or official thereof, including but not limited to an action for specific performance, injunction and/or for damages for the remaining term of this Contract.

(d) Partial Month Bill

In the event that the initial or final month's service under this Contract is for less than a full month's service, Member shall be billed for such partial month. The bill for such fractional part of a billing period shall be proportionately adjusted by IMEA in the ratio that the number of hours that electric service is furnished to Member (in such fractional billing period) bears to the total number of hours in the billing period involved. Except as provided in this subsection with respect to fractional billing periods at the beginning and end of service, there shall be no proration of demand charges under the Rate Schedule for any billing period during any part of which power is made available to Member.

Section 6. Delivery Conditions and Metering

(a) Electric Characteristics

The electric service furnished under this Contract shall be 60 Hertz, three phase alternating current and shall be delivered to the Delivery Points and metered by the Agency, or its designee, at such location or locations and such voltages as are shown on Schedule A. The Delivery Points, the Points of Measurement, the Delivery Voltage, and Special Conditions of Service shall be as set forth in Schedule A which may be amended by the Agency from time to time to include such other Delivery Points and Points of Measurements and other provisions as

may be established by the Agency. In the event the Agency and Member agree on the need for an additional Delivery Point, the Agency will exercise Prudent Utility Practice to obtain it. When electricity is measured at more than one (1) Point of Measurement, the maximum total coincident demand of Member's system shall be determined by combining the recorded demand at each Point of Measurement during the same 60-minute interval. Member shall maintain its system power factor in accordance with the requirements of the underlying transmission and/or distribution service provider and with Schedule A as it may be amended from time to time by the Agency.

Member shall install, own and maintain or cause to be installed and maintained at Delivery Point(s) established pursuant to this Contract or elsewhere at a location mutually agreeable to the Parties hereto such facilities as may be necessary to protect the system of the delivering entity, including such transformation, control, switching and protective equipment as meets Prudent Utility Practice and the requirements of the underlying transmission and/or wholesale distribution service provider(s).

Member shall provide or cause to be provided and maintained suitable protective devices on its system to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of electrical power and energy. IMEA shall not be liable for any loss, (including Member electric system revenues), opportunity costs, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by use of such protective device.

(b) Responsibility for Facilities

The Agency's undertaking shall be complete upon the delivery of electric power and energy to the Delivery Points. Beyond the Delivery Points, except as the Parties may agree in writing otherwise, Member shall furnish and maintain all devices, equipment and appliances, including but not limited to, control, protection, regulation and load shedding equipment, required to utilize safely and efficiently the power and energy delivered by the Agency.

If load growth or other power supply requirements or construction of facilities necessitate modifying, upgrading or relocating the existing Delivery Points on the effective date or the then-existing Delivery Point(s) or adding new Delivery Point(s), unless otherwise agreed between the Agency and Member, Member shall be responsible for construction of, and all of the costs of, the new, modified, upgraded or relocated Delivery Point(s), except that the Agency shall pay the reasonable costs actually incurred for the necessary metering equipment. The location of any new or relocated Delivery Point shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Upon request by Member, the Agency may (but shall not be obligated to) provide initial funding for the construction of new Delivery Points, subject to the requirement that Member

reimburse the Agency therefor in the manner and timeframe determined by the Agency. In such event the cost thereof, with interest and Agency project management costs attributable to said Member requested service, shall be reimbursed by Member through lump-sum payment(s) or recovered from Member through the Agency's charges, all within a reasonable timeframe and as determined by the Agency.

Member shall provide, free of charge, suitable and sufficient space on its premises, including but not limited to all structures, enclosures and access facilities, for all electric facilities reasonably necessary for the Agency to deliver and measure power and energy to Member hereunder and shall grant to the Agency, or the Agency's designee, a right-of-way over Member's premises and property for the construction and maintenance of all such facilities as shall be placed thereon which are reasonably necessary for the provision of service to Member.

The design and operating characteristics of Member's electrical equipment at the Delivery Points shall be coordinated with the Agency and shall be subject to the Agency's approval, which approval shall not be unreasonably withheld.

(c) Metering

All electric power and energy delivered under this Contract shall be measured as to real and reactive demand and energy by suitable metering equipment, including any needed area interchange, totalizing or remote metering equipment, located, furnished, installed, maintained and tested by the Agency or its designated power or transmission supplier. All energy will be measured at the service voltage at the Delivery Point by IMEA or the delivering party. In cases where IMEA or the delivering party elects to measure at a secondary voltage, IMEA or delivering party may at its option adjust the reading to a primary basis by the use of compensating meters.

It is understood that in some instances the metering equipment may not be located at the Delivery Points. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested and maintained.

Member shall provide at no cost to IMEA or delivering party suitable space, if necessary, for the installation of meters and metering equipment at the Delivery Points or Points of Measurement.

The Agency's meters or the meters of the underlying transmission or wholesale distribution service provider shall measure and record the electrical power and energy furnished hereunder at such Point of Measurement. Such metering equipment shall provide a continuous record of the 60-minute integrated total demand to Member at such Point of Measurement during each billing period throughout the term of the Contract. Such records shall be available at all

reasonable times to authorized agents of Member. Meter readings will be adjusted for losses where appropriate.

(d) Meter Testing

The Agency or the underlying transmission and/or wholesale distribution service provider shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals not to exceed the periodic test schedule approved by the Illinois Commerce Commission for entities subject to its authority for similar meters. The Agency shall make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by the Agency, except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse the Agency for the cost of such tests. Meters registering not more than 2% above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test for the period, not exceeding ninety (90) days, that such inaccuracy is estimated to have existed. Should any meter fail to register, the electric power and energy delivered during such period of failure shall for billing purposes be estimated by the Agency and Member from the best information available. The Agency shall notify Member or cause Member to be notified in advance of the time of any meter test so that Member's representative may be present at such meter test.

Testing procedures may be changed by the Agency from time to time to reflect current electric industry practice and such change shall be incorporated by the Agency within Schedule B. Member shall be entitled to install its own backup parallel metering.

(e) Limited Agency Relationship

Member hereby designates IMEA to be the agent for Member for the limited purpose of: (i) planning for and meeting requirements and obligations imposed on Member by the applicable RTO in connection with its status as a load serving entity or other market participant activities in the wholesale electricity markets of the applicable RTO; (ii) purchase of transmission services and wholesale distribution services in connection with the delivery of power and energy to serve Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected; (iii) negotiating, executing and implementing any agreements with the owners of the transmission and distribution systems to which Member's distribution system is physically connected and the applicable RTO regarding transmission and distribution service necessary to deliver the power and energy to be supplied hereunder to Member and agreements regarding the connection of the respective systems and upgrades or new connections thereof; and (iv) managing any power

purchase agreement or ownership arrangement entered into by Member in connection with an election under the Member-Directed Resources option. IMEA agrees to act on Member's behalf as such agent.

Section 7. Additional Covenants of the Agency.

The Agency covenants and agrees as follows:

(a) Performance

The Agency shall perform all of its obligations under this Contract promptly with due diligence in accordance with Prudent Utility Practice. The Agency shall employ its best efforts to provide adequate, reliable and reasonable cost electric service to Member under this Contract. To this end the Agency shall plan to have such power and energy and such transmission resources available by contract or otherwise as are necessary and desirable to meet the requirements of all Participating Members, including reasonably anticipated growth as projected by the Agency.

The Agency will perform or cause to be performed services, including but not limited to, (i) coordinating and monitoring the investigating, studying, planning, engineering, designing, financing, installing, constructing, acquiring, operating, maintaining, retiring, decommissioning or disposing of any part of its Power Supply System; (ii) issuing and selling Bonds; (iii) planning, undertaking, coordinating and monitoring the economic dispatching and scheduling of power and energy to the Participating Members but only to the extent that the Agency possesses at the time its own load control capability; and (iv) providing such other services as the Agency from time to time shall determine to be appropriate or necessary to provide to Member and enable Member to utilize an adequate, reliable and economic supply of power and energy.

The duration and term of all contracts entered into by the Agency for the acquisition of facilities or for the acquisition of power and energy shall be determined by the Agency in light of its analysis of the power markets and determination of an appropriate mix of short, intermediate and long-term resources.

(b) Enforcement of Obligations

The Agency shall promptly collect all amounts due and enforce all provisions of the Power Sales Contracts and shall at all times maintain and promptly and vigorously enforce its rights against any Participating Member which does not pay sums when due or perform the contract obligations pursuant to the provisions of Section 5 of such Participating Member's Power Sales Contract. Likewise, IMEA will collect all amounts due and vigorously enforce its rights under and all provisions of any other contracts with any other purchasers.

(c) Records and Accounts

The Agency shall keep accurate records and accounts of its operations in connection with this Contract in accordance with generally accepted accounting practices. The Agency's books and records shall be audited independently once a year. Member shall have the right at any reasonable time to examine and audit such records at Member's expense.

(d) Prudent Utility Practice

The Agency shall, in accordance with Prudent Utility Practice: (i) at all times operate and conduct its business in connection with this Contract in an efficient manner, (ii) maintain the Power Supply System in good repair, working order and condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Power Supply System so that at all times the business carried on in connection therewith shall be properly conducted.

(e) Other Services

The Agency may (but shall not be obligated to) provide such other services to Member as Member may request, including but not limited to, maintenance of Member's system, billing of Member's customers, safety training, load management, and meter reading. For any such service so provided by the Agency, the Agency will adopt charges therefor includable within its Rate Schedule(s), which charges shall be paid only by those Members requesting such service.

(f) Marketing Power.

After satisfying, to the extent provided for herein, the total requirements of all Participating Members, IMEA shall use its best-efforts to market and dispose of under the most economically advantageous terms and conditions obtainable, all its surplus electric power and energy which in the sole judgment of IMEA can be disposed of without adversely affecting performance by IMEA under this Contract.

(g) Sales to Non-Participating Members and Eligible Utilities

The Agency may provide power and energy to Members and eligible utilities as defined in the Act which are not Participating Members at rates and under terms and conditions to be prescribed by the Board of Directors.

Section 8. Additional Covenants of Member.

Member covenants and agrees as follows:

(a) Maintenance of Rates

Member shall maintain rates for electric power and energy to its customers so that such rates shall provide revenues which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's electric system, and to pay all obligations of Member payable from, or constituting a charge or lien on, the revenues of its electric system.

If Member establishes or maintains an integrated utility system of which the electric system is a part for its electric, water, sanitary sewer, wastewater or similar utility systems (or any combination of two or more thereof which includes its electric system), it shall maintain its rates for the services provided to the customers of its integrated utility system so that such rates shall provide revenues, which, together with other funds estimated to be available, will be sufficient to meet Member's obligations to the Agency under this Contract, and all other operating expenses of Member's integrated utility system, and to pay all obligations payable from, or constituting a charge or lien on, the revenues of its integrated utility system.

(b) No Sale or Lease

Member shall not sell, lease or otherwise dispose of all or substantially all of its electric system except on one hundred twenty (120) days' prior written notice to the Agency and, in any event, shall not so sell, lease or otherwise dispose of the same unless all of the following conditions are met: (i) at the sole option of the Agency either (x) Member shall assign this Contract and its rights and interests hereunder to the purchaser, assignee or lessee of the electric system and such purchaser, assignee or lessee shall assume all obligations of Member under this Contract in such a manner as shall assure the Agency to its sole satisfaction that the amount of electric power and energy to be purchased hereunder and the amounts to be paid therefor will not be reduced, and if and to the extent deemed necessary by the Agency in its sole discretion to reflect such assignment and assumption, the Agency and such purchaser, assignee or lessee shall enter into an agreement supplemental to this Contract to clarify the terms on which power and energy are to be sold hereunder by the Agency to such purchaser, assignee or lessee; or (y) such purchaser, assignee or lessee shall enter into a new contract with the Agency for the purchase of electric power and energy in amounts, at prices and on terms which the Agency in its sole discretion determines not to be less beneficial to it and the other Participating Members than this Contract is and, upon such sale, lease or other disposition and the entering into of such new contract, this Contract shall be terminated; (ii) the senior debt, if any, of such purchaser, assignee or lessee, if such purchaser, assignee or lessee is not a Participating Member, shall be rated in one of

the three highest whole rating categories by at least one nationally-recognized bond rating agency; and (iii) the Agency shall by resolution determine that such sale, lease or other disposition will not adversely affect the other Participating Members of the Agency or the value of this Contract, or any new contract entered into pursuant to clause (i) (y) above, as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds (then outstanding or thereafter to be issued) for federal tax-exempt status. The Agency shall make the determinations required by this subsection (b) within one hundred twenty (120) days of receipt by the Agency of the notice referred to in the first sentence of this subsection (b) and shall set forth those determinations in writing to Member.

In the event any sale, lease or other disposition is permitted pursuant to this subsection (b), Agency may request as additional security to preserve the flow of revenues under this Contract, and Member shall provide the funds to establish an escrow deposit equivalent to Member's pro rata contribution to the Agency's Revenue Requirements for the balance of this Contract's term. Every five years, after the establishment of such escrow deposit, Agency will release to Member such of the funds in the escrow equivalent to those paid to the Agency by Member's purchaser, assigns or lessee during such previous five years.

(c) Prudent Utility Practice

Member shall, in accordance with Prudent Utility Practice, (1) at all times operate its electric system, or integrated utility system of which the electric system is a part, and the business in connection therewith in an efficient manner, (2) maintain its electric system, or integrated utility system of which the electric system is a part, in good repair, working order and condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, or integrated utility system of which the electric system is a part, so that at all times the business carried on in connection therewith shall be properly conducted.

(d) Operating Expenses.

Member represents, warrants and covenants that all payments to the Agency pursuant to this Contract shall constitute operating expenses of Member's electric system (and any future ordinance authorizing borrowing by Member shall provide that such payments constitute operating expenses of the electric system) payable from any operating and maintenance fund established for such system, or for such integrated utility system of which the electric system is a part, and that such operating expenses are and shall remain payable from the revenues of Member's electric system, or integrated utility system, prior (except to the extent that any provision in any existing bond ordinance or borrowing resolution of Member governing outstanding obligations of Member provides to the contrary) to payment of any debt service payable from such revenues.

(e) Tax Status

- (i) Member shall not use or permit to be used any of the electric power and energy acquired under this Contract or operate its system in any manner or for any purpose or take any other action or omit to take any action which could, either alone or in conjunction with any other similar actions by Member or other Participating Members of the Agency, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any Bond or Bonds issued by the Agency, or which could be issued by the Agency in the future, as that status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction (collectively, the “Tax Laws”).
- (ii) At the time of execution of this Contract, Member has no contracts whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days except as shown on Schedule D hereto, and Member has no current expectation of entering into any such contracts, except as set forth in Schedule D hereto. At least sixty (60) days prior to entering into any contract whereby any person, corporation, partnership or other non-governmental entity agrees to purchase from Member electric power and/or energy provided to Member under this Contract for a period of more than thirty (30) days, Member shall notify the Agency of its intent to enter into such contract and provide copies of such contract to the Agency. Within sixty (60) days after receipt of such notice, the Agency shall advise Member as to whether, in the opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency, the entering into of such contract would result in a violation of the covenant in clause (i) above. The cost of this opinion shall be borne by Member. Any determination by the Agency that any such contract would violate the-covenant set forth in clause (i) above shall be made by the Agency based upon the aforementioned opinion. In the event that allocations are necessary under the Tax Laws to determine whether entering into any such contract violates the covenant set forth in clause (i) above, the Agency shall make such allocations, in its sole discretion, after receipt of an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by the Agency and paid for by Member.

(f) Sale of Power.

Member shall not sell at wholesale any of the electric power and energy delivered to it hereunder by the Agency to any customer of Member or any other entity for

resale by that customer or entity, unless it has first given the Agency 60 days written notice of its intent to sell such power and energy. The Agency, after receipt of such notice, shall have 30 days in which to impose limits on the amount of power and energy to be sold or to veto such sale if the sale will jeopardize the Agency's availability of resources to serve its Participating Members or increase the cost of power and energy to the Agency.

- (g) Member Rate Design. Nothing in this Contract shall be construed to diminish or surrender the power of Member to regulate the rate design for public services rendered by Member to its ratepayers.

Section 9. Cooperation.

If it becomes necessary by reason of any emergency or extraordinary condition for either the Agency or Member to request the other Party to furnish personnel, materials, tools, or equipment for the accomplishment of its obligations hereunder, the other Party shall cooperate with the requesting Party and render such assistance as the other Party may determine to be available. The Party making such request, upon receipt of itemized bills from the other Party, shall promptly reimburse the other Party for all costs reasonably associated with providing assistance, including but not limited to costs of labor, supplies, facilities and equipment and may include an amount not to exceed ten percent (10%) of the total for administrative and general expenses; such costs are to be determined on the basis of current charges or rates used in its own operations by the Party rendering the assistance.

Section 10. Assignment of Contract.

- (a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Contract provided, however, that, except for any assignment by the Agency authorized by subsection (b) of this section, and except for any assignment by Member in connection with the sale, lease or other disposition of all or substantially all of its electric system as provided for in Section 8(b) above, neither this Contract nor any interest herein shall be transferred or assigned by either Party, except with the consent in writing of the other Party, which consent shall not be unreasonably withheld, it being understood that it would be reasonable for the Agency to withhold such consent if such transfer or assignment would (i) reduce the total amount of electric power or energy being sold hereunder; (ii) be to a party (other than a Participating Member of the Agency) with senior debt, if any, not rated in one of three highest whole rating categories by at least one nationally recognized bond rating agency; or (iii) adversely affect the value of this Contract or any new contract entered into pursuant to clause (i) (y) of Section 8(b) hereof as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds (whether then outstanding or thereafter to be issued) for federal tax-exempt status. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder, unless specifically agreed to in writing by the other Party. It is understood and agreed that if this Contract is assigned or pledged by the Agency pursuant to subsection (b) of this section 10, no

proposed assignment of this Contract by Member shall be consented to by the Agency except in accordance with the terms of such assignment and pledge by the Agency and any applicable Bond Ordinance or other governing instrument of the Agency, in addition to the foregoing.

- (b) It is understood and agreed that the Agency may issue Bonds (or other financial instruments) and enter into long-term contractual obligations on behalf of the Agency and Participating Members in connection with meeting its obligations under this Contract. Member acknowledges and agrees that the Agency may assign and pledge to any trustee or similar fiduciary designated in any Bond Ordinance all of, or any interest in, the Agency's right, title and interest in, to and under this Contract and all payments to be made to the Agency under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and all other payments as required by the Bond Ordinance and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Agency may grant to such trustee any rights and remedies herein provided to the Agency and thereupon any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include such trustee. Member agrees to take all steps necessary to facilitate any such assignment and pledge.

Section 11. Insurance.

The Parties to this Contract shall each procure and maintain such policies of general liability insurance and other insurance or self-insurance as shall be necessary in accordance with Prudent Utility Practice to insure themselves against any claim or claims for damages arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of its electric system, or integrated utility system of which the electric system is a part, or the performance of activities undertaken by it in connection with this Contract.

The Agency and Member shall maintain insurance, if available, or self-insurance on their electric facilities to cover damage or accident to those facilities in an amount consistent with Prudent Utility Practice.

Each Party agrees to defend, indemnify and hold harmless the other Party against any and all claims, liability, loss, damages or expense, including attorneys' fees, caused by or resulting solely from the operation of the indemnifying Party's electric facilities, or integrated utility system facilities, or solely from the negligent acts or omissions of the indemnifying Party, its employees or agents. This provision is not intended to be, and shall not be construed to constitute, a waiver for any purpose as to any person or entity of any statutory claim, procedure or statutory limitation on liability applicable to either Party.

Section 12. Opinions as to Validity.

If reasonably requested by the Agency in connection with a financing or long-term contract by the Agency, Member shall timely furnish the Agency with an opinion by an attorney or firm of

attorneys and a certificate from Member to the effect that (i) Member is a political subdivision and municipal corporation of the State of Illinois and is fully authorized and empowered under the laws of the State of Illinois to enter into this Contract and to perform its obligations hereunder, (ii) based upon the attorney's knowledge and due investigation, no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Contract by Member for Member to enter into this Contract and to perform its obligations hereunder, (iii) based upon the attorney's knowledge and due investigation, there is no action, suit or proceeding at law or in equity or by or before any court, administrative agency, governmental instrumentality or other agency pending or threatened against or affecting Member or its electric utility system (or, if Member's electric utility system shall be deemed to be a part of an integrated utility system, such integrated utility system) which seeks to prohibit, restrain or enjoin Member from entering into or complying with its obligations contained in this Contract, including payment of obligations to the Agency, or in any way affects or questions the validity or enforceability of this Contract, or in any way might materially adversely affect Member's ability to carry out the transactions contemplated by this Contract, (iv) this Contract has been duly and validly authorized, executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to the rights and remedies of creditors, and (v) the execution and delivery of this Contract and compliance by Member with its terms will not conflict with, or constitute on the part of Member a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Member is subject or by which it is or its properties are or may be bound.

Member shall at its sole expense furnish the Agency, in form and substance satisfactory to and at such time requested by the Agency, such additional legal opinions, certificates, instruments and other documents as the Agency may reasonably request. The Agency shall at its sole expense furnish Member, in form and substance satisfactory to and at such time requested by Member, such additional legal opinions, certificates, instruments and other documents as Member may reasonably request.

Section 13. Dispute Resolution/Procedure.

Should any dispute arise under this Contract concerning the interpretation or application of the Contract or should any controversy, claim or counterclaim arise, then before the initiation of litigation, such dispute shall be submitted to the chief executive officers of the Parties for resolution. Each Party shall designate its chief executive officer. In the event no agreement is reached, the Parties shall have all remedies, either at law or in equity, including but not limited to an action for specific performance, mandamus, and/or injunction.

Section 14. General Provisions.

(a) Regulation.

This Contract, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

(b) Access and Information.

Duly authorized representatives of the Agency and Member shall be permitted to enter the other's premises at all reasonable times in order to carry out the provisions of this Contract.

The Agency and Member will promptly furnish each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the Party requesting such information. Without limiting the generality of the foregoing, Member shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasting and power supply planning, financial statements, opinions of counsel (including the opinion required by Section 12 hereof), official statements and other documents as shall be reasonably necessary in connection with any financial reporting by the Agency, or any issuance of Bonds or any other financing instruments and other contractual obligations undertaken by the Agency on behalf of the Participating Members.

Each Party may audit the books and records of the other Party upon reasonable request, and the cost shall be paid by the requesting Party.

Member shall assist the Agency in forecasting Member's power and energy requirements to be provided under this Contract. To this end Member shall promptly provide the Agency with notice of all anticipated changes in Member's electric load and shall provide the Agency with Member's projected future power and energy requirements in such form or for such periods as the Agency may from time to time request. Member also shall provide the Agency with all other information reasonably sought by the Agency for the purpose of load forecasting and planning.

Member further agrees to provide such certificates and opinions as may be required by the Agency for any financing or other financial security.

(c) Compliance with Terms of Service.

Member agrees to comply with all terms and conditions of service applicable to sales of power and energy and/or transmission and wholesale distribution service

procured by the Agency from any supplier for Member's load, including any connection, interconnection, construction or related agreement with or tariff of the owner and/or operator of the transmission and/or distribution system to which Member's system is directly or indirectly connected. The Agency shall provide Member with a copy of all such terms and conditions of service.

(d) Demand-Side Programs.

Member agrees to cooperate with and endeavor to implement at Member's cost any demand-side, demand response, conservation, load management and similar programs of the Agency adopted in connection with the provision of service hereunder.

(e) Relationship to and Compliance with Other Instruments.

It is recognized by the Parties hereto that, in undertaking, or causing to be undertaken, the planning, financing, construction, acquisition, operation and maintenance of the Power Supply System, the Agency must comply with the requirements of any Bond ordinance, any agreements for the purchase or transmission of power and energy, any agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System relating to the construction, operation or maintenance thereof and all licenses, permits and regulatory approvals necessary for such planning, financing, construction, acquisition, operation and maintenance, and it is therefore agreed that the Agency's performance under this Contract must be consistent with the terms and provisions of any Bond Ordinance, any such agreements for the purchase or transmission of power and energy (including any provisions for the curtailment or interruption of power and energy or transmission service contained therein), any such agreement with any owner or co-owner of or participant or co-participant in any facility included in the Power Supply System and all such licenses, permits, and regulatory approvals.

(f) No Relationship Created

None of the provisions of this Contract is intended to create, nor shall it be deemed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Contract. Except as specifically provided for herein, neither Party, nor any of their respective officers, agents or employees, shall be construed to be an officer, agent or employee of the other, solely by reason of the existence of this Contract. Except as specifically provided for herein, neither Party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.

(g) Amendment.

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each Party to this Contract.

(h) Governing Law.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to any conflicts of law principles.

(i) Delays and Waivers.

The failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting Party's obligation with respect to future performance of any other term shall continue in full force and effect. The failure of either Party to take any action permitted to be taken by it by this Contract shall not be construed as a waiver or relinquishment of that Party's right thereafter to take such action.

(j) Headings; References.

The headings used in this Contract are for convenience only and shall not constitute a part of this Contract. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this Contract.

(k) Severability.

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Contract and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby. If any provision of this Contract is held invalid, the Parties agree to negotiate a revision to this Contract which to the extent possible restores the original intent of this Contract with respect to the invalid provision.

In the event that any of the terms, covenants or conditions of any Power Sales Contract for Participating Members (other than this Contract), or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, it is agreed by the Parties hereto that such invalidity shall have no effect whatsoever upon any of the terms, covenants or conditions of this Contract.

(1) Notices.

Any notice required or permitted under this Contract shall be in writing and shall be given by personal delivery, including by electronic mail; by private courier service, such as Federal Express or United Parcel Service; or by certified mail, return receipt requested, addressed as follows:

To the Agency: Illinois Municipal Electric Agency
Attention: President & CEO
3400 Conifer Drive
Springfield, Illinois 62711
e-mail: kgaden@imea.org

To Member: Village of Freeburg
Attention: Village President
14 Southgate Center
Freeburg, IL 62243

Either Party may, by written notice, designate a different or additional address for notices to it. All notices hereunder shall be effective only upon receipt by the Party to which notice is being given. If a Party declines or refuses to accept or otherwise frustrates reasonable attempts to make delivery of the notice, the notice shall be deemed to have been received and shall be effective as of the date one day after it was sent.

(m) Survivorship of Obligations.

The termination of this Contract shall not discharge either Party hereto from any obligation it owes to the other Party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract.

Section 15. No Adverse Distinction

IMEA agrees that there shall be no adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Contract relating to Member as compared to other Participating Members; provided, however, that differences in treatment between Participating Members based on variances in cost of service determined by the Agency and other criteria as provided for in Section 3 shall not be considered an adverse distinction or undue discrimination for purposes of this Contract. Member's sole remedy for adverse distinction is pursuant to this Contract.

Section 16. Intergovernmental Freeze.

This Contract and the obligations hereunder shall not be subject to the Local Government Financial Planning and Supervision Act of the State of Illinois, or, to the extent permitted, to any other stay, moratorium, freeze or bankruptcy law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

Assistant Secretary-Treasurer

VILLAGE OF FREEBURG, ILLINOIS

By: _____
Village President

ATTEST:

Village Clerk

**CAPACITY PURCHASE AGREEMENT
BETWEEN
ILLINOIS MUNICIPAL ELECTRIC AGENCY
AND THE
VILLAGE OF FREEBURG, ILLINOIS**

This Agreement is entered into as of the ____ day of _____, _____ between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the VILLAGE OF FREEBURG, ILLINOIS (“Member” or “Freeburg”), a municipal corporation created and existing under the laws of the State of Illinois. The Agency and Member may also be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, IMEA and Member have entered into a Power Sales Contract, dated the same day as this Capacity Purchase Agreement, pursuant to which Member has agreed to purchase and IMEA has agreed to provide and sell, subject to certain limitations, all of the electric power and energy required for the operation of Member’s municipal electric utility and to meet the full service obligation of Member’s service area for an initial term of October 1, 2035 through May 31, 2055, the term of which may be extended from time to time in the future, either automatically or by amendment; and

WHEREAS, Member owns certain electric generating units connected to its electric distribution system that are available for dedication to IMEA; and

WHEREAS, the parties hereto desire to enter into an Agreement that will make available to IMEA effective use of Member’s generating capacity on a year-round basis and for the duration of Member’s Power Sales Contract; and

WHEREAS, IMEA and Member have agreed to Terms and Conditions, attached hereto as Exhibit “A”, which are substantially the same as those in the Capacity Purchase Agreements that IMEA has entered or will enter into with other Participating Members that own and have dedicated all or a portion of their generating capacity to IMEA.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties do hereby mutually agree as follows:

1. The Board of Directors of IMEA shall adopt, approve, and provide for the implementation of the IMEA Member Generation Policy to govern the Generating Facilities dedicated to IMEA’s use under this Agreement and Capacity Purchase Agreements with other Participating Members. The Board shall have full authority to revise existing provisions of the Member Generation Policy, to add to the matters and things covered thereunder as circumstances warrant, and to reorganize and/or restate the Member Generation Policy. The IMEA Member Generation Policy shall be revised, or shall be deemed to have been revised, to comport with any new or revised requirements of the applicable RTO as they relate to the Member’s Generating Facilities.

2. The Member shall license, operate, and maintain, at its sole expense, the generating units (“Generation”) identified in Table “A” of Exhibit “A” attached hereto, connected to Member’s electric system through switchgear capable of operating in parallel with the utility grid. Table “A” identifies both Generation that is dedicated to IMEA hereunder as Dedicated Capacity and other Generation owned by Member, if any, that consists of Non-Dedicated units, Emergency Only units or Cold Standby units as those terms are used from time to time under the then current IMEA Member Generation Policy.
3. The Generation identified as Dedicated Capacity on such Table “A” shall be treated as Dedicated Capacity under the terms and conditions set forth in Exhibit “A” attached hereto and incorporated herein by reference, and the IMEA Member Generation Policy in effect from time to time.
4. Member shall have sole responsibility for final determination of the suitability for service of the Generation. Member shall have sole responsibility for the safety of its workers on or about the Generation.
5. Member agrees to defend, indemnify, and hold harmless IMEA against any and all claims, liabilities, loss, damages, or expenses, including attorney’s fees, caused by, or resulting solely from the operation of the Generation covered by this Agreement unless such claims, liabilities, loss, damages, or expenses are directly attributable to willful, malicious, or grossly negligent acts of IMEA.
6. For environmental purposes, without waiving the permitting requirements set forth in the Terms and Conditions in Exhibit A, IMEA will determine each year a targeted maximum annual plant factor for Members’ generating units that are to be used as Dedicated Capacity (currently 10%), similar to how it has been done under IMEA Resolution #00-10-536 and Member shall license the Generation so as to be able to maintain at least such annual plant factor.
7. The Effective Date and delivery term of this Agreement shall be the same as the Power Sales Contract between Member and IMEA, which is a separate and distinct agreement between the Parties. The delivery term of this Agreement shall be extended to continue to match that of the Power Sales Contract as it may be extended from time to time in the future. Notwithstanding the foregoing, Member may terminate this Agreement with respect to any or all of the Generation with a 180-day notice to IMEA for the purpose of retiring or otherwise removing any or all of the Generation from Member’s system. Otherwise, this Agreement shall terminate upon mutual consent of the parties or upon termination of the Power Sales Contract between Member and IMEA. In the event this Agreement should be terminated or not be in effect for any reason, or if the Member for any reason is not entitled to payment for services rendered hereunder, the Power Sales Contract shall remain in full force and effect.

8. To the extent that any provision of this Agreement is deemed to be inconsistent with the provisions of Exhibit "A" hereof, the provisions of Paragraphs 1 through 7 of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, respectively, being thereunto duly authorized, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

BY: _____
President & CEO

ATTEST: _____
Assistant Secretary/Treasurer

VILLAGE OF FREEBURG, ILLINOIS

BY: _____
Village President

ATTEST: _____
Village Clerk

Exhibit "A"

CAPACITY PURCHASE AGREEMENT

Terms and Conditions

SECTION 1 – DEFINITIONS

Definitions. The following terms when capitalized shall, for all purposes of this Agreement, have the following meanings:

Cost of Fuel shall mean the actual cost of fuel used as determined on a weighted average basis. The weighted average cost of fuel shall be defined as the cost of fuel on hand at the beginning of the month plus the cost of fuel received during the month, divided by the total quantity of fuel on hand and received during the month. The weighted average cost of fuel calculated in any month shall be used as the cost of fuel on hand for the following month. The cost of fuel shall include the cost of fuel in inventory and the expense of unloading the fuel from the shipping media. The cost of fuel in inventory includes the weighted average cost of fuel, freight, and other transportation expenses, including pipeline company charges or penalties related to restricted flow notices, excise taxes, and other expenses directly assignable to the cost of fuel. For all generation, the cost of transportation, in this usage, shall not include the cost of unloading the fuel, so as not to double count it.

Dedicated Capacity shall mean, with respect to any Generating Facility, the dependable capacity of such Generating Facility as established and revised from time to time by IMEA through tests performed pursuant to Section 3 hereof. As of any date, the preliminary Dedicated Capacity shall be the dependable capacity most recently established through such tests and shall be subsequently listed on Table A hereof, except that:

- For purposes of determining payments for the Dedicated Capacity/Capacity Credits, the amount of the Generation that is considered to be Dedicated Capacity shall be limited to the lesser of: (i) the net tested capability of the Generating Facilities listed under the category of Dedicated Capacity on Table A, as amended from time to time; (ii) such net tested capability as reduced by any limitations imposed under this Agreement and the IMEA Member Generation Policy for a replacement resource or other transfer that exceeded the allowed or approved amount, thereby creating non-dedicated capacity; (iii) the declared Dedicated Capacity for such Generating Facilities by the Member; (iv) the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) and allowed to be bid into the RTO's capacity auctions or used in an IMEA capacity or load management program; and (v) Member's highest peak demand (kW) from the previous three calendar years. Notwithstanding the foregoing, if IMEA or the Member has appropriate rights and/or approvals from the RTO and any other required entity for the members' Generating

Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added to the peak demand for purpose of the above determination. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing, and Table A will be or shall be deemed to be amended to reflect the new Dedicated Capacity amount for payment purposes.

Generating Facilities shall mean those generating facilities of Member which are listed (or if Table A has not been properly updated, those generating facilities of Member that should be listed) as Dedicated Capacity on Table A. Additional Generating Facilities may be added to Table A as Dedicated Capacity by the Member only with the written consent of IMEA, following approval by the IMEA Board of Directors, which approval and consent shall be determined in the Board's reasonable discretion. Where the Member's Generating Facilities or a portion thereof consist of one or more units of a common type (e.g. natural gas-fired steam generating units or internal combustion engines) such Generating Facilities shall be treated as a single Generating Facility for purposes of determining payments for Dedicated Capacity.

Point of Delivery shall mean any point at which IMEA shall be required to deliver power and energy to the Member as set forth in Schedule A of the Power Sales Contract, and will include the point of connection of each of the Generating Facilities and other Generation as listed on Table A.

Power Sales Contract shall mean the power sales contract, dated as of _____, _____, between IMEA and the Member pursuant to which IMEA sells to the Member, and the Member purchases from IMEA, capacity and energy on the terms and conditions set forth therein, as amended from time to time and/or Power Sales Contracts with other Participating Members, as the context requires.

Prudent Utility Practice shall mean any of the practices, methods and acts which, in the exercise of reasonable judgement in the light of the facts (including but not limited to any practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable considerations shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that the Agency and Member are both political subdivisions and municipal corporations of the State of Illinois with prescribed statutory powers, duties and responsibilities. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or acts, to the exclusion of all others, but rather to a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturer's warranties and the requirements of governmental agencies which have jurisdiction.

Regional Transmission Organization or "RTO" shall mean the entity designated by the Federal Energy Regulatory Commission ("FERC") to direct operation of the regional electric transmission grid in its area, including the dispatching of generating resources (which shall include the Generating Facilities covered by this Agreement), and that controls the wholesale electric markets

for its area. The RTOs that currently control the areas where IMEA's Participating Members are located are Midcontinent Independent System Operator, Inc., or its successor ("MISO"), and PJM Interconnection, LLC, or its successor ("PJM"). At the execution of this Agreement, for those Participating Members that are served by Commonwealth Edison Company for transmission service, the currently applicable RTO is PJM. For those Participating Members that are served by Ameren Illinois Company, City of Springfield CWLP, Southern Illinois Power Cooperative, or Hoosier Energy Rural Electric Cooperative, Inc., the currently applicable RTO is MISO. Throughout the duration of this Agreement the applicable RTO is subject to change for reasons that are outside the control of the Agency and the Participating Members.

SECTION 2 – DEDICATED CAPACITY

- (A) Commencing on October 1, 2035, Member shall make available to IMEA for use by IMEA and IMEA shall take delivery from Member of the Dedicated Capacity of each of Member's Generating Facilities.
- (B) The electrical output of the Dedicated Capacity shall be delivered to IMEA at Member's Points of Delivery.
- (C) Neither IMEA nor Member shall be responsible for the transmission, control, use or application of electric power provided under this Agreement on the other Party's side of the Point of Delivery therefor and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by IMEA or Member of said electric power.
- (D) IMEA will not schedule the operation of Member's Generating Facilities at levels less than the minimum operating capacity of such Generating Facilities established in accordance with the provisions of Section 5(A) hereof.
- (E) The payment for Dedicated Capacity, Dedicated Capacity operation, dispatch, and the treatment of dedicated co-generation capacity under this agreement shall be in accordance with the provisions of Attachment I which is attached hereto and incorporated herein by reference.

SECTION 3 – TEST PROCEDURES

The preliminary Dedicated Capacity in kW of a Generating Facility shall be determined through tests performed according to the requirements of the RTOs as reflected in the testing provisions of the IMEA Member Generation Policy, as the same may be modified from time to time. If the RTO requirements change in the interim between annual tests and require retesting before the next normally scheduled test, then tests to confirm the new preliminary Dedicated Capacity shall be performed as soon as practical after a revision of the RTO requirements. Table A will then be modified according to the results of the test. If the relevant RTO stops having testing requirements, IMEA shall establish such testing requirements in the Member Generation Policy, as considered and approved by the IMEA Board of Directors from time to time.

Tests will be conducted at least annually, or more often at the request of either party or as required by the relevant RTO; in no case will the test be performed more than twice in one year unless a test required by the relevant RTO is called by the RTO after 2 tests have already been completed. IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Member may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) can operate at the tested power factor during typical peak operations. Table A will then be modified according to the results of the test. Payment for the revised Dedicated Capacity shall begin on the later of May 1 or the first day of the month following the period in which the test was performed, and the test results were provided to and accepted by Member.

The tests shall be conducted jointly by representatives of IMEA and Member with Member personnel and equipment necessary to operate the Generating Facilities being furnished and paid for by Member.

SECTION 4 – PAYMENT FOR DEDICATED CAPACITY

- (A) Member Capacity Credits shall be determined in accordance with the provisions of Attachment I. The Board of Directors of IMEA shall review and, if necessary, revise the Member Capacity Credits along with its review of the Rate Schedules in the Power Sales Contract.
- (B) IMEA shall prepare and send to Member a statement showing the amounts due and payable for its Dedicated Capacity each month along with the bill for power supply under the Power Sales Contract. Payments will be in the form of credits on the Power Sales Contract bill unless requested otherwise by Member, in which case payments under this Agreement shall be due and payable on or before the 30th day following receipt of the statement. The form of the statement shall be specified by IMEA.
- (C) Should all or a portion of the Dedicated Capacity not be available to IMEA in any month due to equipment failure or breakdown, Member shall use its best efforts to correct such failure or breakdown as promptly as possible.
- (D) Dedicated Capacity of any Generating Facility removed from availability for scheduled maintenance procedures, testing and training may continue to receive monthly payments under certain circumstances if appropriate notice is given and approval granted by IMEA. The circumstances where payments will be withheld shall be as reasonably determined by the IMEA Board of Directors for different types and timing of outages as set forth in the IMEA Member Generation Policy in effect at that time, which may be amended from time to time.
- (E) If all or part of the Dedicated Capacity from any Generating Facility is unavailable for a continuous period of twelve (12) months other than due to its removal from availability by prior written notice to, and with the approval of IMEA, which period may be extended up to a total of twenty-four (24) months, or such longer period as allowed by the Agency's Board of Directors, in accordance with the then current Member Generation Policy, IMEA shall have the right to reduce the Dedicated Capacity for such Generating Facility for the

remainder of the term of this Agreement by the amount of such unavailability expressed in kilowatts and Table A shall be revised accordingly.

- (F) Reporting forms for Member to use in reporting costs and operational details to IMEA are included under Attachment II and shall be updated and amended from time to time by the Agency as required to comply with the policies, rules, and tariffs of the RTOs and/or as approved by the Agency's Board of Directors, as part of any amendments to the Member Generation Policy from time to time.

SECTION 5 – RESPONSIBILITIES OF MEMBER

Member shall, without any additional charge to IMEA:

- (A) Operate its Generating Facilities in accordance with Prudent Utility Practice to provide Dedicated Capacity whenever called upon by IMEA, and in accordance with the IMEA Generation Policy as in effect at the time. The IMEA Generation Policy may be reviewed and revised from time to time.
- (B) Maintain its Generating Facilities and any of its other Generation that IMEA may allow to be used as replacement capacity in good and readily operable condition and place Dedicated Capacity in service following notice by IMEA, synchronized and operated in parallel with IMEA's interconnected electric system, which transmits electricity to Member, and operating at scheduled load without abnormal delays for the type of generation facilities involved and shall produce requested output from the Dedicated Capacity within notice and start times specified by appropriate IMEA staff representatives in accordance with the IMEA Generation Policy as in effect at that time, which may be amended from time to time .
- (C) Have manpower available to operate up to all of the Generating Facilities producing Dedicated Capacity when called upon by IMEA to do so.
- (D) Make all necessary and required modifications to meet present or future local, state, or federal laws and regulations to permit operation of Member's Generating Facilities to the level specified as Dedicated Capacity. If Member does not make such modifications, the amount of Dedicated Capacity in kW shall be reduced to reflect the inoperability of such Generating Facility and Table A shall be modified accordingly.
- (E) Operate the Dedicated Capacity for the production of electric energy only for sale to IMEA and only when requested by IMEA; provided, IMEA shall schedule Dedicated Capacity in accordance with the schedules initially set by the IMEA operations staff for testing or periodic exercising of equipment. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld. When transmission system failures prevent the delivery of electric power and associated energy to Member pursuant to the Power Sales Contract, Member may operate its Generating Facilities to provide for Member's requirements of power and energy during the period of such failures. Payments by IMEA for such power and energy shall be as required under Section 4 of this Agreement. Payments by Member for power and energy shall be as required under the Power Sales Contract.

- (F) Not schedule routine maintenance outages of all or any part of the Dedicated Capacity without prior written approval by authorized IMEA personnel in order that IMEA can schedule the operation of other available resources.
- (G) Exercise and test its Generating Facilities in accordance with the IMEA Generation Policy as is then currently in effect and as may be amended from time to time, and allow periodic inspections by IMEA at Member's Generating Facilities as required by IMEA from time to time and to demonstrate Dedicated Capacity according to tests required by Section 3 of this Agreement when requested by IMEA. Member may be subject to reasonable penalties under the Member Generation Policy for failure to exercise and/or failure to test designed to incentivize proper staff training, maintenance, and planning.
- (H) Prepare and submit to IMEA monthly reports concerning the Generating Facilities as may be reasonably requested and on forms provided by IMEA and to permit IMEA to cause an audit to be made of Member's books and records.
- (I) Install or cause to be installed the switches, controls, and other protective equipment necessary to protect Member's Generating Facilities when such Facilities are operating interconnected directly or indirectly with the interconnected electric system.
- (J) Maintain inventories of appropriate fuels as set forth in any approved operating provisions as adopted by IMEA. Such inventories will be based on the Generating Facility's expected generation output, consideration of Member's physical fuel handling facilities, and other economic or non-economic factors.
- (K) Maintain all relevant insurance on its Generating Facilities in accordance with Prudent Utility Practice.

Member has the right under Illinois law to incur indebtedness to facilitate compliance with this Section and this Agreement and to improve its electric utility system and nothing in this Agreement shall be construed as affecting that right.

SECTION 6 – RESPONSIBILITIES OF THE AGENCY

- (A) IMEA shall notify or cause to be notified Member when it is to operate Generating Facilities and IMEA agrees to give Member as much advance notice of required operation as is feasible under the circumstances then existing. IMEA's scheduling of the operation of Generating Facilities shall be in accordance with the IMEA Member Generation Policy in effect from time to time.
- (B) The duration of operating time requested by IMEA shall be a minimum of two hours for combustion turbine and diesel generating facilities or eight hours for steam generating facilities. The Board of Directors of IMEA may establish different minimum and/or maximum notice and run times in its Member Generation Policy that is currently then in effect and as may be amended from time to time.
- (C) [Reserved]

- (D) IMEA's records and accounts shall be audited annually by a firm of independent public accountants of national reputation, to be employed by IMEA. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by Member at the principal office of IMEA.

SECTION 7 – METERING

- (A) IMEA shall furnish or cause to be furnished, install, and maintain metering equipment at the Generating Facilities if IMEA deems it appropriate to be able to reliably schedule and invoice the output of the generation output. The metering equipment shall be used to measure and record the capacity and energy generated by Member's Dedicated Capacity for the account of IMEA. Such metering equipment shall provide a continuous record of the 60-minute integrated kW generated net output of Member's Dedicated Capacity during each billing period throughout the term of this Agreement. Such records shall be available at all reasonable times to authorized agents of Member.
- (B) When Member is operating its Generating Facilities, the metering equipment at the Generating Facilities will be used in conjunction with other metering provided for in the Power Sales Contract to measure and compute all power and energy transactions between Member and IMEA under this Agreement and the Power Sales Contract.
- (C) If IMEA installs such metering, IMEA shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than thirty-six (36) months. IMEA shall also make or cause to be made special meter tests at any time at Member's request. The cost of all tests shall be borne by IMEA except that if any special meter test made at Member's request shall disclose that the meters are recording accurately, Member shall reimburse IMEA for the cost of such test. Meters registering not more than two percent above or below normal shall be deemed to be accurate. The readings for any meter which shall have been disclosed by test to be inaccurate shall be corrected in accordance with the percentage of inaccuracy found by such test from the beginning of the first billing period which began after the next preceding metering test but in any case for no period longer than 90 days. Should any meter fail to register, the electric power and energy generated during such period of failure shall for billing purposes be estimated by IMEA from the best information available. IMEA shall notify Member or cause Member to be notified in advance of the time of any meter reading or test so that Member's representative may be present at such meter reading or test.

SECTION 8 – ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assigned by either party hereto without the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement shall relieve the parties of any obligations hereunder.

SECTION 9 – SEVERABILITY

Should any part, term or provision of this Agreement be declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 10 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any principles of Conflicts of Law.

SECTION 11 – HEADINGS

The headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12 – SURVIVORSHIP

The termination of this Agreement shall not discharge either party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 13 – NO ADVERSE DISTINCTION

IMEA agrees that there shall be no adverse distinction and no undue discrimination in carrying out its obligations under or implementing this Agreement or the Member Generation Policy in effect at any time as may be amended from time to time relating to Member as compared to other members of IMEA. Payment of different amounts or of only limited elements of the Capacity Credits; (a) to Participating Members who executed full requirements Power Sales Contracts at different points in time, or (b)(i) for new generating units added to this Agreement as additional Dedicated Capacity at different points in time or (ii) units that are designed to be operated more, have favorable economics and for which a commitment is made to available for a greater level of dispatchability, shall not be deemed to be an adverse distinction or undue discrimination.

Attachment I

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
MEMBER CAPACITY CREDITS**

PAYMENTS FOR DEDICATED CAPACITY

1. a) Capacity Credits to Member for Dedicated Capacity shall be as follows:

Base Component -	\$2.00 per kW/mo.
Production Component -	\$1.20 per kW/mo. for diesel and combustion turbine capacity, or \$2.00 per kW/mo. for steam driven capacity
Fuel Reimbursement -	Actual fuel costs, in accordance with the definition of Cost of Fuel in Exhibit A , after implementation of a uniform accounting and reporting system

For purposes of calculating the Dedicated Capacity Payments, one month shall be considered equal to 30 days.

The amounts of the Base Component and the Production Component shall not be reduced below a total of \$3.20 per kW/mo. for diesel and combustion turbine capacity, and \$4.00 per kW/mo. for steam driven capacity.

The Production Components may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter.

The Base Component and Production Component shall be paid monthly for Member's Dedicated Capacity as defined in Exhibit A that is in operating condition and capable of being dispatched by the Agency, unless one or both Components are retained or withheld pursuant to the provisions of the IMEA Generation Policy in effect at that time as may be amended from time to time regarding outages of Generating Facilities or other situations where the units are inoperable, or unable or unwilling to respond to Agency dispatch.

- b) In addition to the Member Dedicated Capacity Payment/Credits above, the Agency shall make a Member Generation Payment, as follows:

Generation Payment =	3 Mills per kWh for all net generation scheduled by the Agency and delivered by the Generating Member (excluding generation for periodic exercising, maintenance, or testing including periodic capacity testing)
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The Generation Payment may be adjusted by the IMEA Board of Directors one year from the effective date of this Agreement, and annually thereafter in accordance with the review and possible adjustment made to the Production Component of the Dedicated Capacity Payment, as determined by reviewing the Participating Members' capital and ongoing costs, as well as then current energy and capacity market conditions.

c) All payments by the Agency to Participating Members for Dedicated Capacity and net delivered energy shall be based on net tested capability declared as capacity by the Participating Member, subject to the limitations contained in this Agreement and the IMEA Member Generation Policy as then in effect, which may be amended from time to time, herein, and net energy produced and delivered on behalf of the Agency, which shall exclude all internal station usage necessary to operate power plant equipment and auxiliaries.

For purposes of determining the net delivered energy, the Agency will subtract the incremental metered unit auxiliary load from metered gross unit output. It is the intent of this policy to encourage Agency Members to provide sufficient metering so that accurate individual unit auxiliary load requirements may be determined on an hourly basis. House power, defined in the Member Generation Policy as power plant loads when there is no gross generation, will be treated as municipal load during all hours.

IMEA shall base the net tested capability on periodic capability tests, but the tested capability will not exceed the manufacturer's name plate rating. Members may utilize the kVA nameplate rating as the maximum capability of a unit provided that the unit(s) will operate at the tested power factor during typical peak operations, while at the same time maintaining any required distribution system operating conditions, such as power factor, that is then currently required by the RTO or the Transmission Owner to which the Member's system is connected, which requirements may change from time to time.

d) When dispatched by the Agency, Members shall be reimbursed their actual cost of fuel necessary to provide the Agency with the scheduled amount of net kilowatt hours leaving the scheduled unit(s), which shall include fuel reimbursement necessary to operate qualifying auxiliary and station power equipment. The Agency shall develop and issue to all Generating Members a revised uniform fuel cost reporting form, which shall be required to be submitted to IMEA by the Member each month in order to receive fuel reimbursement payments.

2. Dedicated Capacity Operation: Member agrees to operate its Dedicated Capacity for the production of electric energy only for sale to the Agency and only when requested by the Agency, provided the Agency shall schedule operation of Dedicated Capacity in accordance with schedules initially set by the Agency when the Agency determines testing or periodic exercising of equipment is necessary or appropriate. The Member may request a reasonable alternative time and IMEA agrees that approval of such shall not be unreasonably withheld.

Participating Members with installed Dedicated Capacity consisting of internal combustion engines and combustion turbines shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operating training for a period not to

exceed eight (8) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of eight (8) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run. The Participating Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

Participating Members with installed Dedicated Capacity consisting of steam-driven turbine units shall be allowed to operate each unit of such Dedicated Capacity for the purposes of testing, exercising and operator training for a period not to exceed twenty-four (24) hours per month at full rated capability, or greater periods at lesser capability but that will adequately test, exercise or provide for operating training with respect to the unit(s) (so as the total number of kilowatt hours generated per unit will not exceed the equivalent of twenty-four (24) hours worth of generation per unit at full capability) plus the reasonable and necessary time required for ramping up to full capability and ramping down after the run.

Member will be reimbursed by the Agency for all fuel expenses incurred during this operation.

The maximum monthly hours of allowable operation of Participating Member Dedicated Capacity for testing, exercising and operating training may be changed periodically by the IMEA Board of Directors. To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency in excess of the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, no further testing and periodic exercising of said units shall be allowed for the remainder of that month, unless it is approved by the IMEA.

To the extent that in any given month, the operation of any unit or units of Participating Member Dedicated Capacity is scheduled and dispatched by the Agency at levels less than the maximum monthly hours of allowable operation for testing, exercising and operating training, and to the extent such Dedicated Capacity had not previously been scheduled for testing and/or periodic exercising by the Participating Member during that month, the allowable testing and periodic exercising periods of said units shall be reduced proportionately for the remainder of that month.

3. **Dedicated Capacity Dispatch:** The Agency agrees to dispatch Participating Member Dedicated Capacity along with its other power supply resources according to either (i) a not unduly discriminatory stacking order by region, (ii) local needs of the RTO, or (iii) economic dispatch principles, as determined by the IMEA Board of Directors. The Agency shall attempt to schedule continuous operation of Member Dedicated Capacity when called insofar as possible in accordance with Prudent Utility Practice and economic dispatch principles.

Whenever the Agency schedules operation of steam-driven turbine unit Dedicated Capacity of any Participating Member, such operation shall be scheduled for a minimum of twenty-four (24) continuous hours, or such lesser time as Participating Member may request, at a load level which at all times shall be equal to or greater than the minimum load level at which said units could reliably operate on a continuous basis. Such minimum reliable load levels shall be determined in a commercially reasonable manner and provided annually to the Agency by the Participating Member.

4. [Reserved]
5. **Dedicated Capacity Replacement:** Any Participating Member having Dedicated Capacity that was in service and fully operational on the effective date of the Power Sales Contract, and who determines that such capacity should be permanently retired from service, will be allowed to replace any or all of the Dedicated Capacity at any time; provided, however, that the total Dedicated Capacity following such replacement shall not be greater than what was in service prior to such replacement. The Participating Member will continue to receive capacity credits for all existing and replacement capacity under the terms and conditions herein. All development and capital costs associated with the replacement of existing Dedicated Capacity shall be the sole responsibility of the Participating Member.
6. **Dedicated Capacity Additions:** Any Participating Member desiring to add capacity to its system, through either the installation of new capacity or the replacement of existing Dedicated Capacity with units of greater capability, shall advise the Agency of its intentions at least one (1) year prior to the scheduled date of operation of such additional capacity or such other time as the IMEA Board of Directors shall allow. The IMEA Board of Directors shall determine, on a case-by-case basis, whether or not the Participating Member will receive capacity credits for Dedicated Capacity additions under the terms and conditions herein. In addition, the IMEA Board of Directors may establish and approve programs and/or initiatives to allow and/or encourage participating Members to add Dedicated Capacity for beneficial use in the Agency's mix of resources, subject to reasonable and not unduly discriminatory criteria and/or limitations, including but not limited to fixed payment amounts that may differ from the standard capacity credits for fixed periods of time and different dispatching protocols, and as may be changed from time to time by the IMEA Board of Directors. Such determination shall be based on the Agency's current and future power supply resources and obligations, and the effect of new capacity on the Agency's obligations and the effect of new capacity on the Agency's obligations and its rates to the Participating Members. All development and capital costs incurred with the addition of Dedicated Capacity shall be the sole responsibility of the Participating Member.
7. The current IMEA Member Generation Policy expands on the points addressed in the Attachment I that was added to the then current capacity purchase agreements in 1990 and upon which this Attachment I is based. The IMEA Board of Directors may continue to interpret and expand on the core principles in this Attachment I through the IMEA Member Generation Policy and through its other programs, policies, ordinances, and resolutions, as approved by the IMEA Board of Directors in the future as conditions change or as warranted.

FUEL COST REIMBURSEMENT FORM

Member: Village of Freeburg

Reporting Period: _____

	Value (\$)	Quantity (Gal./Therm)	Heat Content (Btu)
[A] Balance of fuel oil at the beginning of the period: [1]			
[B] Fuel oil deliveries received during the period:			
[C] Total fuel oil available during the period: (A+B)			
[D] Average cost of the fuel oil: (\$/Gal.)			
[E] Fuel oil used for Agency reimbursable purposes:			
[F] Fuel oil used for Member or other purposes:			
[G] Total fuel oil used: (E+F)			
[H] Balance of fuel oil at the end of the period: (C-G) [2]			
[I] Average cost of the Natural Gas: (\$/Therm)			
[J] Natural gas used for Agency reimbursable purposes:			
[K] Natural gas used for Member or other purposes:			
[L] Total natural gas used: (J+K)			
[M] Total fuel used for Agency dispatch: (E+J)			
[N] Gross generation in the month: (kWh)			
[O] Average per kWh: (M/N)			

Prepared by: _____ Date: _____

[1] From line H from prior months Fuel Cost Reimbursement Form.

[2] Transferred to line A in next month's Fuel Cost Reimbursement Form.

TABLE "A"

**Village of Freeburg
Dedicated Capacity and other Generating Units**

Dedicated Capacity

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
6	1,870/2,400	1,860
8	1,825/2,281	1,814
9	1,825/2,281	1,814
10	1,825/2,281	1,689*
11	1,825/2,281	1,780*
12	1,825/2,281	1,780*
Total	10,995/13,805	10,737 [†]
Net Declared Capability:		10,737
Dedicated Capacity (kW) for payment purposes:		10,737

* Units 10, 11 and 12 replaced Units 1, 2, 3, 4 and 7 in 2007. The latter five Units have since been reclassified as Cold Standby Units. As replacement units that exceeded the size of the original units, the existing Capacity Purchase Agreement limited the amount of Dedicated Capacity from Units 10, 11 and 12. The combined Declared Net Capability of Units 10, 11 and 12 shall not exceed 5,249 kW. Unless the IMEA Board of Directors determines otherwise, this limitation shall continue for the delivery term of this Agreement.

[†] For purposes of the Dedicated Capacity Payment, Dedicated Capacity shall be limited to a maximum equal to the highest of the previous three (3) calendar years' peak demand (kW) billed to Member, subject to any applicable replacement unit limitations as set forth in this Agreement and any declared lesser amount by Member; provided however if IMEA or the Member has appropriate rights and/or approvals from the RTO and/or the local Transmission Owner and any other required entity for the members' Generating Facilities to exceed its peak demand by a limited or unlimited amount, that amount shall be added back to the peak demand for purpose of the above determination; and provided further the maximum shall not exceed the installed or net tested capacity value for the unit (currently referred to in the industry as ICAP) that is recognized by the RTO for purposes of bidding the forced outage adjusted or usable portion thereof (currently referred to in the industry as UCAP or SAC) into the RTO's capacity auctions. Such Dedicated Capacity Payment shall be adjusted on May 1 of each calendar year following the effective date of this Capacity Purchase Agreement based on the previous year's testing.

Non-Dedicated Units

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

Emergency Only Units

Unit	Original Nameplate Rating (kW/kVA)	URGE Tested Net Capacity (kW)
NONE	NONE	NONE

Cold Standby Units

1	485/607	NA
2	485/607	NA
3	645/806	NA
4	1,000/1,250	NA
7	2,610/3,262	NA

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies
Tom Carpenter
Dana Miller
Robert Kaiser

VILLAGE TREASURER
Bryan A. Vogel

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

ELECTRIC COMMITTEE MEETING
(Blaies/Carpenter/Kaiser/Meehling)
Wednesday, June 12, 2024 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, June 12, 2024 by Chairperson Mike Blaies. Committee members present were Chairperson Mike Blaies, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Ray Matchett, Trustee Dana Miller, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Village Attorney Fred Keck, Village Administrator Matt Trout, Village Engineer Tim Pruett, Office Manager Mary Downen. Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

1. Approval of May 15, 2024 Minutes: Trustee Bob Kaiser motioned to recommend to the full Board approval of the May 15, 2024, and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
2. Customer Issues: Head Lineman Shane Krauss had no issues to report.
3. IMEA Energy Efficiency Grant: Shane stated they are half way done.
4. Cemetery Road Line Extension: Shane stated they are a little more than half way done and are making good progress.
5. Versalift Update: Shane said he called and was told they've received the part and will start assembling this week.
6. IMEA Power Sales Contract: Chairperson Mike Blaies said he is ready to move on this if everyone else is. We need to do something, nothing is going to change and we don't have a second option. He would like to send to the Board unless anyone has any objections. Village Administrator Matt Trout read a list of ones who have already signed.

Trustee Lisa Meehling motioned to recommend to the full Board IMEA Power Sales Contract, and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

- B. NEW BUSINESS:** Public Works Director John Tolan said the first of the month they tested the sirens and the one at the Sportsmans Club didn't work. He told ESDA Coordinator Gene Kramer and he spoke with the County and they replced it the next day.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

- E. ADJOURN:** Trustee Lisa Meehling motioned to adjourn at 5:39 p.m and Trustee Bob Kaiser seconded the motion. All voting yea, the motion carried.

Mary Downen

Mary Downen
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies
Tom Carpenter
Dana Miller
Robert Kaiser

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Kaiser/Blaies/Meehling/Miller)
Wednesday, June 12, 2024 at 5:45 p.m.

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

The Public Works Committee Meeting was called to order at 5:45 p.m. on Wednesday, June 12, 2024, by Chairman Bob Kaiser. Members present were Chairman Bob Kaiser, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Tom Carpenter, Trustee Ray Matchett, Village Attorney Fred Keck, Public Works Director John Tolan, Crew Leader Bob Jenkins, Police Chief Mike Schutzenhofer, Village Administrator Matt Trout, Village Engineer Tim Pruett, and Office Manager Mary Downen. Guest present: Janet Baechle. There were no guests present via Zoom.

A. OLD BUSINESS:

1. Approval of May 15, 2024 Minutes: Trustee Mike Blaies motioned to recommend to the full Board approval of the May 15, 2024 minutes, and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
2. New Sewer Plant: Village Administrator Matt Trout stated he submitted the 2 Pay Apps to the EPA. They are processing the first one but holding the second one as they are waiting on the final bill from Burns & McDonnell. Public Works Director John Tolan added the plant is operating very well.
3. Sewer issues: No issues to report.
4. FSH Minutes: Nothing new.
5. Water System Upgrades: Village Engineer Tim Pruett stated he talked to Serena and they are hoping to have 60% complete for Phase 1A. They will get costs for different types of water towers for us to look at and make a decision on.

Tim stated he received a call from some people from Covered Bridge and things are moving again.

John stated with the televising project they found quite a few manholes that were buried. He has received the risers and plans to have them raised to grade and accessible.

B. NEW BUSINESS: John stated he got the May THM results and they were the lowest he has ever had. He thanked the crew for a great flushing program. He added they are doing quite a bit of new services.

Tim went to a meeting at SAVE on Monday and they are moving ahead with their new plan. The meeting was more to do with figuring out their sewer system.

C. GENERAL CONCERNS: None.

Water/Sewer Committee Meeting
Wednesday, June 12, 2024
Page 1 of 2

- D. PUBLIC PARTICIPATION:** Janet asked when the tour/open house of the new sewer plant will be. John and Matt responded no date has been set.
- E. ADJOURN:** *Trustee Mike Blaies motioned to adjourn the meeting at 5:58 p.m. and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.*



Mary Downen
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
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Mike Blaies
Tom Carpenter
Dana Miller
Robert Kaiser

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

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Web Site: www.freeburg.com

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Matchett/Carpenter/Kaiser/Miller)
Wednesday, June 12, 2024 at 6:00 p.m.

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Weilmuenster Keck Brown, P.C.

The meeting of the Public Property Committee was called to order at 6:00 p.m., on Wednesday, June 12, 2024, by Chairman Ray Matchett. Members present were Chairman Ray Matchett, Trustee Tom Carpenter, Trustee Bob Kaiser, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Mike Blaies, Trustee Lisa Meehling, Village Attorney Fred Keck, Public Works Director John Tolan, Crew Leader Bob Jenkins, Police Chief Mike Schutzenhofer, Village Administrator Matt Trout, Village Engineer Tim Pruett, and Office Manager Mary Downen. Guest present: Janet Baechle. Guests present via Zoom: None.

POOL:

A. OLD BUSINESS: Public Works Director John Tolan stated things are going well.

B. NEW BUSINESS: Village Administrator Matt Trout said he spoke with Scott Schulz and throughout the year pretty much all the lifeguards make a save in some fashion. At the end of the year would like to bring in all the lifeguards and recognize them for their dedication. Trustee Dana Miller suggested some type of certificate. Trustee Lisa Meehling added that maybe we do the certificate when it happens so they know they are being recognized. We can also acknowledge all the lifeguards at the end of the year. Just a thought.

STREETS:

A. OLD BUSINESS:

- Approval of May 15, 2024 Minutes: Trustee Dana Miller motioned to recommend to the full Board approval of the May 15, 2024, and Trustee Bob Kaiser seconded the motion. All voting yeas, the motion carried.
- Drainage Problem Areas/Stormwater Run-Off: Crew Leader Bob Jenkins stated no major issues to report. Village Attorney Fred Keck will follow-up regarding the drainage issue on Sleeping Indian.
- Customer Issues: John stated Bob and his crew were working on W. Mill St., reworking the whole street and got it to flow nicely. A resident asked us to ditch out on Old Fayetteville Rd. by Meyer Dr. where it was holding water.
- MFT: Expenditure Statement – Village Engineer Tim Pruett said at the beginning of the year we give an estimate and at the end of the year we reconcile what we actually spent. This is for April 2023 – 2024. Once the Mayor signs it, he will send to IDOT.
- St. Clair County Parks Grant Update: Tim stated we received the check for \$50,000 and project is complete. Item can be taken off the agenda.

John stated Bob and his crew put up the speed limit signs and the radar sign on Phillips St. Bob stated the resident has seen some improvement.

B. NEW BUSINESS:

1. SRO - Matt said he wanted to bring this up again as we need to get something to them. Are we interested in having a full time SRO there. We will need to add another police officer so we need to decide what the cost will be. Mayor Seth Speiser suggested we invite Dr. Brink to the Police & Personnel meeting. Matt said in the next couple of weeks, think about it and figure out what the target number you are interested in.
2. Homecoming Parade – Matt stated he received the information for the parade, and we will need to do a resolution and send to IDOT for the road closure permit. If you are okay with it, we will put it on the agenda for Monday's meeting.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked how do they decide which officer goes to the school. Matt responded that it is a combination of things.

E. ADJOURN: *Trustee Tom Carpenter motioned to adjourn the meeting at 6:28 p.m., and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.*



Mary Downen
Office Manager