

**VILLAGE PRESIDENT**  
Ray Danford

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Corby Valentine  
Steve Smith  
Tony Miller  
Rita Baker  
Seth Speiser  
Charlie Mattern

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Dennis Herzing

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
Ronald Dintelmann

**POLICE CHIEF**  
Melvin E. Woodruff, Jr.

**VILLAGE ATTORNEY**  
Stephen R. Wigginton

November 8, 2010

## NOTICE

### MEETING OF THE ELECTRIC COMMITTEE (Blaies/Smith/Miller)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, November 10, 2010, at 5:30 p.m.**

### ELECTRIC COMMITTEE MEETING AGENDA

#### I. Items To Be Discussed

##### A. Old Business

1. Approval of October 13, 2010 minutes
2. Switchover of Ameren to Freeburg power
3. Village of Freeburg utility needs analysis
4. Replacement of old power plant doors
5. Franchise Fee (Ameren)
6. Highway lighting
7. Poles in Smithton Park
8. HAPS
9. Contaminated Fuel in Generators
10. Urge testing
11. Lightning strike at old power plant
12. Fuel Cost Adjustment
13. Ameren Automated Metering

##### B. New Business

##### C. General Concerns

##### D. Public Participation

##### E. Adjourn

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

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ELECTRIC COMMITTEE MEETING  
Wednesday, November 10, 2010 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:33 p.m. on Wednesday, November 10, 2010 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Tony Miller, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of October 13, 2010 minutes: Trustee Steve Smith motioned to approve the October 13, 2010 minutes and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.
2. Switchover of Ameren to Freeburg power: Ron said SAVE, Rock Hill and Turkey Hill Lane are all ready to be switched over. Once we are done with Recker, we will be finished up north. We are waiting for Ameren to take the pump in the Orchards off. Dennis advised the time limit to complete the switchover has been extended.
3. Village Utility Needs Analysis: Dennis contacted the Ameren representative and requested that she provide us with quotes of 2, 5 and 10 year terms. Obviously, the lower the term of the contract, the lower the reimbursement from Ameren. He has not heard back from Ameren yet.
4. Replacement of old power plant doors: Julie will look through the old committee packets to see if she can find the quote received on the doors.
5. Franchise Fee (Ameren): Dennis said we still need to hold off on this until the switchover of customers is complete.
6. Highway lighting: Ron said they will be installing lights by Lucille Recker and also the Kamper farm and then all the intersections will be lighted. He would like to put money in next year's budget to continue lighting the highway.
7. Poles in Smithton Park: We are waiting on Smithton to call to have the work done. Item can be taken off the agenda.
8. HAPS: Ron said he met with BHM&G last Friday. The test port was finished today and he will meet with BHM&G and also the company that will be conducting the testing this Friday. Ron said the lead time on the needed equipment is 6 - 8 weeks. He said BHM&G believes they will have the new power plant done by May and the old one done in the fall. Ron said it will be close to a year to get everything done.

9. Contaminated Fuel in Generators: Altorfer brought back the generator and we paid the \$1000 bill. Dennis said it would have cost around \$200 just to go get it and bring it back. Ron said Schmidt has it and will get us an estimate to fix it.
10. Urge testing: Ron said our request needs to go to the generation committee at IMEA. Ron said we will re-do the urge testing on these units in January or February.
11. Lightning Strike at old power plant: Ron said the vacuum switches were ordered on 9/24/10 and should be here in November. They came in at a slightly lower cost (around \$600-700 each).
12. Fuel Cost Adjustment: Ron said they have started counting the streetlights. Another area of concern that Ron wants to look into is the \$6 cost the resident pays for a security light. He thinks this may not cover the actual costs and has started reading meters to check that. He will come back at next month's meeting with those numbers.
13. Ameren Automated Metering: Ron talked to Dale Detmer from Breese and they charge Ameren \$25 per pole per year. Ron would like for our guys to do the wiring and installation of the electric and would also like to charge a certain amount per unit for installation. The committee agreed to charge \$30 per pole plus the power used and also a \$300 installation fee. We will use the agreement that Breese sent to us. Dennis will send a letter.

Ron reported that Clark's truck has still not been repaired. With respect to the arc flash study, Ron does not feel comfortable conducting the study and asked the committee if we could go out for a RFP. He said we had previously received a quote from BHM&G for \$30,000 to do the study. He said this is mandated by OSHA. The committee agreed to the RFP.

**B. NEW BUSINESS:**

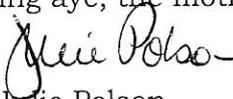
Ron would like to buy another truckload of single phase pad mount transformers (approximately 25 - 30 at a cost of \$1500 each). We would need to go out for bid on them. he said it would take about 2 months to get them and would like to buy them over the winter. The committee agreed with Ron's request.

Ron said the annual trip to Washington, D.C., will be held at the end of February and requested approval for him and Dennis to attend. The Village would only have to pay for cab fare and a few meals. IMEA will fund the remainder of the trip. The committee agreed to the request.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Steve Smith motioned to adjourn at 6:40 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

  
Julie Polson  
Office Manager

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ELECTRIC COMMITTEE MEETING  
Wednesday, October 13, 2010 at 6:30 p.m.

The meeting of the Electric Committee was called to order at 6:42 p.m. on Wednesday, October 13, 2010 by Chairman Corby Valentine. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Tony Miller, Village Administrator Dennis Herzing, Public Works Director Ron Dintelmann and Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guests present: Carl Zetterberg of Ameren, Ken Stanner and Mike Hamilton of Landis & Gyr. Janet Baechle entered late into the meeting.

## A. OLD BUSINESS:

*Trustee Steve Smith motioned to amend the agenda in order to hear the presentation from Ameren on automated metering first and Trustee Tony Miller seconded the motion. All voting aye, the motion carried.*

Carl Zetterberg of Ameren introduced himself and Ken Stanner and Mike Hamilton of Landis & Gyr to the committee. Carl explained that Ameren has approximately 1500 gas meters in Freeburg. They would like to have access to our poles in order to install automated metering. Ameren would own and maintain the meters and L&G owns and maintains the modules and the network devices. They told the committee the benefits to the customers include a reduction in estimated bills, special reads can be done on request and it eliminates the need for manual reads. There is an actual unit called an ICC or concentrator that is installed on the pole which collects the data for the gas readings. They identify the poles that would gain access for the most readings and estimate that they would use 13 - 20 of our utility poles. Ron said he would like to know who would put up the units, who pays the energy costs, etc. Mike advised union contractors are utilized to do the work. Dennis suggested the committee discuss this in next month's meeting so we can come up with a more detailed list of questions and then schedule another meeting with Ameren and Landis & Gyr. They did advise the committee that Smithton, Mascoutah and Highland all participate in the program.

1. Approval of September 8, 2010 minutes: *Trustee Tony Miller motioned to approve the September 8, 2010 minutes and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

2. Switchover of Ameren to Freeburg power: Ron provided a list of the homes that have been switched over and said we will be switching Reinneck over Friday. He said on both the Village and Ameren end, we are not ready to switch over certain customers. John said Ameren thinks our linemen are very good to work with and also stated that Ameren won't do any work without a plan. There is no penalty if the work is not completed within 60 days.

3. Village Utility Needs Analysis: Dennis said we have the proposed franchise agreement and said he is of the opinion that we are not ready to take over the gas franchise. Ron said we would have to do that by a referendum. Ron said with handling gas, you need to have trained, certified personnel on call 24/7. Dennis thinks the right approach would be to see if Ameren will agree to a 10-year agreement and we can reassess our position then. He would also like to see the agreement retroactive to the end of the prior contract. He said if we shorten the length of the contract, that may affect Ameren's proposed reimbursement to us. Julie suggested we contact one of the other municipalities whose franchise agreement has expired and see what they negotiated with Ameren. Ron said he can talk to some of the municipalities at the IMEA meeting next week. Dennis will invite Ameren to the next committee meeting.

4. Replacement of old power plant doors: Nothing new.

5. Franchise Fee (Ameren): Dennis said at some point, we need to send a copy of our ordinance to Ameren and advise them they need to pay the 5% fee for their electric utility customers in Freeburg. It would show as a municipal charge on the customer's Ameren bill.

6. Highway lighting: Ron said they will be installing lights by Lucille Recker and also the Kamper farm and then all the intersections will be lighted.

7. Poles in Smithton Park: We are waiting on Smithton to call to have the work done.

8. HAPS: A copy of BHM&G's bid proposal was reviewed. They submitted a proposal to complete the design, engineering, testing, equipment procurement and installation and provide it as a total turnkey project at a cost of \$445,100 with an additional cost of \$30,000 to include the software for the SCADA system. The committee was in full agreement to accept BHM&G's proposal. Dennis noted the cost dropped about \$100,000 from BHM&G's initial estimate.

*Trustee Tony Miller motioned to recommend to the full Board to accept BHM&G's proposal in the amount of \$445,100 to install catalytic converters on units 6, 8, 9, 10, 11 and 12 and also to include the SCADA system software at a cost of \$30,000 and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

9. Contaminated Fuel in Generators: Ron will talk with Altorfer to see if we can get the \$1,000 bill reduced. They said we need a new ejector pump on the generator. Altorfer was only supposed to provide a quote to repair the generator. Ron and John both said we have a good working relationship with Altorfer and not want to ruin that.

10. Urge testing: Dennis said we would like to transfer the capacity credits from the old Worthington generator to the newer Caterpillar and the IMEA board will have to approve that. Dennis said they will have to re-do the urge testing on these units since we are asking for a higher credit (1800kW).

11. Lightning Strike at old power plant: Ron said the vacuum switches were ordered on 9/24/10. He said we recently found out the ground reactors on units 8 and 9 were damaged but don't have a price yet. He will get Julie that information to submit to the insurance company.

Ron reported that Clark's truck has not been repaired as a part is needed.

**B. NEW BUSINESS:**

1. Fuel cost adjustment: Dennis said our fuel factor is the difference between the amount of kilowatts being bought versus the amount being sold and that amount has been getting bigger over the past several months. Dean Park looked at it and said some of the things we need to look at are our unmetered street lights. We have had several subdivisions pop up and may have several hundred street lights in the Village. We also need to look at the security lights and see if we are charging enough for that service to the resident. We plan on having our crew go around and map out each street light and security light to give us a better number of what we truly have. Dennis said we may want to look at a different way to handle the fuel factor cost and may need to pass along more of the cost to the electric department rather than along to the customer.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Tony Miller motioned to adjourn at 8:05 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager

FACILITY OR POLE ATTACHEMENT AGREEMENT

THIS FACILITY OR POLE ATTACHMENT AGREEMENT LEASE (“LEASE”) is made and entered into as of \_\_\_\_/\_\_\_\_/\_\_\_\_, or the last signature date below if no date is inserted, between the following Lessor and Lessee:

**Lessor:** City of Breese Municipal Utilities  
500 N. 1<sup>st</sup> Breese, IL 62230

**Lessee:** Cellnet Technology, Inc., 8610 Page Avenue, Overland, MO 63114;  
Attn: American Program Manager (for notice purpose).

1. **Lease.** Lessor represents that Lessor is the owner of the pole(s) or other facility(ies). **“Pole(s)”**, as applicable) described in Section 2 hereof, however, Lessee must obtain their own easement(s) for use of any Facility(ies) or Pole(s) of Lessor and must record such easement(s) in the proper county(ies). It is specifically understood that the Lessor is not assigning any portion of any of its easement under the terms of this Lease or otherwise to Lessee.
2. **Site.** The Facilities and /or Poles which are subject to this Lease are located approximately as follows (**“Site(s)”**)

Sites:

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This Lease shall be for the non-exclusive use of the foregoing sites for the use and purposes stated here in

3. **Use/Equipment. “Equipment”** means communications equipment, including transmitters, receivers, antennas, cables, control device and related enclosures used to transmit or receive any frequency for any purpose that does not interfere with the operation(s) of the Lessor, Lessor’ customers, or the general public, together with all ancillary wiring, cabling, mounting hardware, utility connections, circuit breakers, and other necessary hardware. Only electricity qualified personnel of the Lessee and/or only electrically qualified personnel of its designee shall be permitted to conduct activity at any Site(s), Facility(ies) or Pole(s) necessary for the successful performance of Lessee’s Equipment, Including installing, removing, and maintaining Equipment. Any Equipment of the Lessee installed is not a fixture and title to the Equipment shall remain with Lessee. Without exception, no Equipment may be installed on any Site(s), Facility(ies) or poles with electric circuits exceeding 120/240 volts and the equipment must maintain all proper clearances according to the National Electrical Safety Code. Lessee must have written permission from the Lessor

prior to the installation of any Equipment on Lessor's Site(s), Facility(ies) or Pole(s). Lessor may deny permission for installation of any and /or all Equipment on any Lessor Site(s), Facility(ies) or Pole(s) at its sole discretion

4. **Term.** The term of this Lease ("**Term**") shall be two (2) years commencing with the date of the Lease is entered into or the last signature date below, whichever is earlier ("**commencement Date**"). The Lease shall be deemed automatically extended for additional one (1) year terms unless either party gives written notice to the other of its termination of this Lease at the least ninety (90) days prior to the expiration of the then current term, which includes the initial two (2) year term
5. **Rent.** Upon the commencement Date, Lessee shall pay Lessor in advance on a Yearly basis the sum of \$\_\_\_\_\_ per year ("**Rent**") per pole, facility or Site. Rent shall be prorated for the initial year per, Pole, Facility or Site, and thereafter, Lessee shall pay a full year's Rent on the first day of each calendar year, except that payment shall be prorated if this Lease terminated before the expiration of the then current calendar year.
6. **Termination.** Either party may terminate this Lease, but with respect to each affected Site(s), Facility(ies) or Pole(s) only,: (a) in the event of a material breach of the Lease by the other party which had not been cured within ten (10) days from the date of receipt of written notice of such breach from the non-breaching party, with the exception of Section 9 hereof; (b) in the event of any condemnation of the Site(s), Facility(ies), or Pole(s) by any governmental authority , or (c) in the event if any damage, destruction or other causality that renders the Site(s), Facility(ies), or Pole(s) temporarily or permanently unsuitable for Lessee's intended use. Termination shall be effective (a) as of the end of the cure period in the case of any uncured material breach; (b) as of the date of possession in the case of any condemnation; or (c) as of the date of any occurrence described in clause (c) of the immediately preceding sentence. Lessee may terminate this Lease, but with respect to each affected Site(s), Facility(ies), Pole(s) only, for any reason at any time prior to installing its Equipment. Thereafter, Lessee may terminate this Lease but with respect to each affected Site(s), Facility(ies) or Pole(s) only, prior to the expiration of the initial term and any Additional term upon not less than thirty (30) days prior written notice to Lessor in the event that: (a) Lessee is unable to use a Site, Facility, or Pole as desired by Lessee; (b) Lessee is unable to obtain any certificate, license, permit, recorded easement, authority or approval from any governmental authority or property owner that is necessary for Lessee's intended use of a Site, Facility, or Pole; or (c) any certificate, license, permit, recorded easement, authority or approval previously issued or given is cancelled, expires, lapses or is otherwise withdrawn or terminated.
7. **Access/ Utilities.** Only electrically qualified personnel of the Lessee and/or only electrically qualified personnel of the Lessee's designee shall have access to the site(s), Facility(ies) and/or Pole(s) 24 hours/day, 7 days/week or as stipulated in

any certificate, license, permit, recorded easement, authority or approval in effect. Lessor agrees to provide power and to connect the electricity source to Lessee's Equipment to enable Lessee to use its Equipment as per Lessor's connection agreement, rate, Bylaws and policies as they exist and as may be amended by the Lessor or its members. Upon termination of its operation at the Site(s) Facility(ies) and/or Pole(s), Lessee shall remove all of its Equipment and surrender the Site(s) Facility(ies) and/or Pole(s) to Lessor in good condition, ordinary wear and tear expected.

**8. Interference.** Lessee shall not permit any use of the Site(s) Facility(ies) and/or Pole(s) in any way which interferes with the operations of the Lessor. Lessor shall have the authority to immediately, without prior notice, disconnect any Equipment of the Lessee at any Site(s) Facility(ies) and/or Pole(s) that are believed to interfere with the operations of the Lessor, including, but not limited to noise on the Lessor's electrical system that may affect or interfere with electrical current, data flow and/or other Lessor operations.

**9. Notice/ indemnification/Miscellaneous/Applicable Law.**

*a. Notices.* Notices shall be in writing, and shall be delivered certified mail, postage prepaid, return receipt requested or by nationally recognized overnight delivery service to the address given at the beginning of this Lease to the address specified in the most recent notice of any change of address delivered in accordance with the notice provisions of this Lease, with the exception of: (a) monthly billing for electrical service, (b) changes in rates, Bylaws and or policies, which exceptions may all be mailed and delivered by regular mail through the United States Postal Office. If the party does not accept delivery, then the notice provisions of the Lease shall be deemed satisfied

*b. Indemnification.* Lessee agrees to defend, pay on behalf of and hold harmless Lessor and its directors, officers, agents, and employees for all claims of whatsoever nature or kind, including those brought by employees of Lessee or Lessee's designee(s), arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of work performed or to be performed pursuant to the Lease. Lessee agrees to defend and pay all cost in defending these claims, including attorney fees. Further, Lessee agrees to maintain public liability and property damage insurance (including automobile public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits shall be \$ 1 million bodily injury and property damage. Lessor shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by this Lease. Lessee shall furnish a certificate of insurance to Lessor showing the above obligations and requirements are provided for by a qualified insurance carrier, and showing the Lessor as and additional insured in such insurance.

*c. Miscellaneous.* Each party represents that it has the authority to enter into this Lease. Neither party has been represented by any real estate broker in

this transaction. Lessor warrants that the Lessee shall have enjoyment of the Site(s) Facility(ies) and/or Pole(s) upon attainment of any certificate, license, permit, record easement, authority or approval necessary under the terms of this Lease. This Lease represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written, with respect thereto. No amendment, change of waiver of any of the terms and conditions to this Lease shall be effective unless in writing and signed by both parties except as otherwise stated in this Lease. Not waiver of any provision of this Lease or of the same or any other provision in any other instance. If any term of this Lease is deemed invalid, the remainder of this Lease shall not be affected. This Lease shall inure to the benefit of any be binding upon the successors of assigns of each party and their successors or assigns. This Lease may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto we upon the same instrument. Facsimile signatures shall be deemed original signatures

- d. *Applicable Law.* This lease shall be governed by and constructed on accordance with the laws of the State of Illinois.

The parties' authorized representatives have duly executed this Lease as of the dates set forth below.

LESSOR:

LESSEE:

By: City of Breese Municipal Utilities

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_