

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Mike Blaies
Ray Matchett, Jr.
Lisa Meehling
Denise Albers
Michael Heap
Bob 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
Tony Funderburg

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

ZONING ADMINISTRATOR
Matt Trout

VILLAGE ATTORNEY
Michael Guenster Keck Brown, P.C.

IN ACCORDANCE WITH EXECUTIVE ORDER 2020-07, THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:

Meeting ID 447 872 7673

Join URL: <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

June 14, 2021

NOTICE MEETING OF THE ELECTRIC COMMITTEE (Blaies/Albers/Heap/Meehling)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, June 16, 2021, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

- I. Items to be Discussed
 - A. Old Business
 1. Approval of May 12, 2021 Minutes
 2. Customer Issues
 3. IMEA Energy Efficiency Grant
 4. North Substation CAT Work/PLC Unit #12 Fail Repair/Replacement – BHM&G Memorandum of Agreement for Generator Controls Upgrade
 - 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)], collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2) or real estate transactions [5 ILCS, 120/2 - (c)(5)].

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ELECTRIC COMMITTEE MEETING (Blaies/Albers/Heap/Meehling) Wednesday, May 12, 2021 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, May 12, 2021 by Chairperson Mike Blaies via Zoom. Committee members present via Zoom were Chairman Mike Blaies, Trustee Denise Albers (5:32 p.m.), Trustee Mike Heap, Trustee Lisa Meehling, Mayor Seth Speiser (Village Hall), Village Clerk Jerry Menard (absent), Trustee Bob Kaiser, Trustee Ray Matchett, Public Works Director John Tolan, Police Chief Mike Schutzenhofer, Head Lineman Shane Krauss, Zoning Administrator Matt Trout (Village Hall), Water/Sewer Department Leader Gregg Blomenkamp, Village Attorney Fred Keck, Village Administrator Tony Funderburg and Office Manager Julie Polson. Village Hall was open to the public and there were no guests present. Guest present via Zoom: Janet Baechle.

A. OLD BUSINESS:

1. Approval of April 14, 2021 Minutes: Trustee Mike Heap motioned to approve the April 14, 2021 minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.
2. Customer Issues: Head Lineman Shane Krauss reported a line was hit at Foxtail due to a mismarked line. We had a customer on Edgewood with their lights blinking, and found a bad connection at the weather head. We received a call about pole leaning on Park St in the area where we removed our overhead infrastructure. Shane contacted Charter since they are the only utility left on the pole. They normally replace the pole.
3. IMEA Energy Efficiency Grant: Public Works Director John Tolan advised we have \$18,281 which has to be spent by next May. John recommends waiting until December to see if we have any other projects come up. We can then spend it on our LED lighting. Matt advised that Middendorf and Reuss is moving their business to Freeburg into the old Towers buildings. They are waiting to get the utilities transferred into their name before they proceed with a grant for their lighting projects. Shane is in discussion with their electrical contractor to consolidate their five electrical services into one service. Shane commented that they will have quite a bit of work to get that accomplished.
4. North Substation CAT Work/PLC Unit #12 Fail Repair/Replacement: John confirmed BHM&G's proposal was approved, and Tony is working on the financing for this project.
5. Old Power Plant Insurance Claim: Shane received the release form from Ehret's insurance company today, and has forwarded that the Tony for handling.

Shane said with regard to the breakers, everything is back in service and working as they should.

B. NEW BUSINESS:

1. Project #21-05: Stock Transformer Purchase: Shane stated we need to replenish our stock to be prepared. He received three quotes with Emerald Transformer being the low quote at \$14,700. He commented we used them on the last subdivision, and they have worked out well. He will also have transformers that have failed to turn in for credit which will amount to about a \$200.

Trustee Denise Albers motioned to recommend to the full Board to purchase eight 25 Kva and four 37.5 Kva transformers at a cost of \$14,700 and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.

Shane does have some transformers going to T&R service that contain PCBs. None of the transformers going to Emerald have any traceable PCBs. They have all been tested.

Village Administrator Tony Funderburg stated Illinois is trying to close down the coal plants in 2030, we have outstanding debt service on them until 2035. He has sent letters to our elected officials on this matter. John commented we would be paying the debt service and also would have to purchase power from someone else. John also said they talked about the ability to self generate but would make us go through the ICC who would control our rates. We would like to keep that at the local level.

Shane advised Paden went to another schooling in Kentucky and did very well. Tony stated we have students that will be attending lineman school and paying for it themselves. He suggested we direct them to IMEA communities looking for apprentices.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Denise Albers motioned to adjourn at 5:49 p.m and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

MEMORANDUM OF AGREEMENT

PROJECT DATA

Date June 10, 2021

Project Name Village of Freeburg- Generators 8 Thru 11 Controls Upgrade

Owner's Project Number _____ BHMG Project Number 2185.SC

Description of Service Upgrade Generator Controls on Units 8 thru 11. See Exhibit A attached
Total Lump Sum Cost of \$336,629.00.

AGREEMENT DATA

Name Village of Freeburg
Address 14 Southgate Center.
City Freeburg, Illinois 62243

Phone (618) 539-5535

Status: Estimate
 Quotation
 Revision to Original

Fee Basis: Cost Multiplier
 Lump Sum
 Other

Dates: Start after return of signed contract Complete May 2022

If the above status is indicated as an estimate, our fee will be based upon the time expended and unusual problems or difficulties may necessitate a higher fee. The terms and conditions under which we are providing these services shall apply. Such terms and conditions are set out on the reverse side of this page and incorporated herein by reference.

BILLING DATA

Monthly 30 days net
 Other

The above is intended as a summary of our agreement for the performance of the work described. Please examine it carefully and, if accurate, indicate your approval and acceptance in the space provided below.

BHMG SERVICE CORPORATION

By 
Chuck E. Flessinger, COO

ACCEPTED

The undersigned hereby states that they represent the owner(s) of the above described project and that the terms and conditions stated above are understood by them and herewith agreed to and accepted. We are hereby authorized and directed to proceed with the work outlined above.

Date _____ Signature _____

(Print Name & Title)

Date _____ Attest _____

(Print Name & Title)

Exhibit A

This Exhibit is attached to and made part of the Memorandum of Agreement dated June 10, 2021 between the Village of Freeburg (Owner) and BHMG Service Corp (BHMG) providing Generator Controls upgrades to units 8-11

The project scope includes installation and materials for 5 generator controls upgrades, 2 units are located at the south plant and 3 units are at the north plant.

Scope of Services:

The following scope of services are included in this project:

CAT Generation Controls Upgrade, Units 10,11,12 North Substation

System cubicle

- 1) 1 – Allen Bradley Compact Logix PLC and associated I/O cards to replace existing Industrial PC and I/O cards.
- 2) 1 – Allen Bradley 15" Color Touch Screen for system and generator control and display.
- 3) Replacement door/plates for cubicle.
- 4) Re-installation of sync swing door if desired for monitoring of sync.
- 5) Removal of unused control relays, load shed system not relevant to your facility.
- 6) Removal of obsolete PLC and operator interface.
- 7) Installation of ethernet/fiber communications, etc. as necessary for communications to the Freeburg IL Electric SCADA system for monitoring of system load.
- 8) Installation of new control relays as necessary for system operation.
- 9) Complete installation, startup, commissioning and operator training.

Generator cubicles – for each of 3 Units

- 1) LOT – Allen Bradley terminal blocks for I/O connections to PLC I/O in system cubicle.
- 2) 1 – Woodward EasyGen Controller, back panel mounted, with display. All system parameters to be displayed on central system touch screen.
- 3) Removal of the following obsolete devices:
 - Manual voltage and load control equipment
 - Powerlynx transducer and load control equipment
 - Various timer relays no longer needed.
 - Various control relays no longer needed.
- 4) Installation of CAT communications module interface communications module(s) to allow display of engine data on the system touch screen. This information is valuable to monitor engine condition and anticipate/prevent operational problems with the units. Includes programming to display the engine data.
- 5) Replacement doors as required.
- 6) Verification of existing Caterpillar DVR voltage regulator by CAT dealer, and operation of the units to be verified prior to the beginning of the controls upgrade.
- 7) Installation of new control relays and sockets, ethernet communications, etc.; for communications to the system cubicle.
- 8) Installation of new control relays as necessary for system operation.
- 9) Complete installation, startup, commissioning and operator training.

South Substation Load Share Cabinet

- 10) 1 – Woodward LS6 load sharing and synchronizing module
- 11) 1 - Woodward RP3000XT display
- 12) 2 – Woodward CAN-ethernet converter
- 13) 2 – Woodward LSG load sharing gateway
- 14) Removal of obsolete PLC and operator interface.

- 15) Installation of ethernet/fiber communications, etc. as necessary for communications.
- 10) Installation of new control relays and switches as necessary for system operation.
- 11) Complete installation, startup, commissioning and operator training.

CAT Generation Controls Upgrade, Units 8,9 South Substation

System cubicle

- 16) 1 – Allen Bradley Compact Logix PLC and associated I/O cards to replace existing Industrial PC and I/O cards.
- 17) 1 – Allen Bradley 15" Color Touch Screen for system and generator control and display.
- 18) Replacement door/plates for cubicle.
- 19) Re-installation of sync swing door if desired for monitoring of sync.
- 20) Removal of unused control relays, load shed system not relevant to your facility.
- 21) Removal of obsolete PLC and operator interface.
- 22) Installation of ethernet/fiber communications, etc. as necessary for communications to the Freeburg IL Electric SCADA system for monitoring of system load.
- 23) Installation of new control relays as necessary for system operation.
- 24) Complete installation, startup, commissioning and operator training.

Generator cubicles – for each of 2 Units

- 12) LOT – Allen Bradley terminal blocks for I/O connections to PLC I/O in system cubicle.
- 13) 1 – Woodward EasyGen Controller, back panel mounted, with display. All system parameters to be displayed on central system touch screen.
- 14) Removal of the following obsolete devices:
 - Manual voltage and load control equipment
 - obsolete transducer and load control equipment
 - Various timer relays no longer needed.
 - Various control relays no longer needed.
- 15) Installation of CAT communications module interface communications module(s) to allow display of engine data on the system touch screen. This information is valuable to monitor engine condition and anticipate/prevent operational problems with the units. Includes programming to display the engine data.
- 16) Replacement doors as required.
- 17) Verification of existing Caterpillar DVR voltage regulator by CAT dealer, and operation of the units to be verified prior to the beginning of the controls upgrade.
- 18) Installation of new control relays and sockets, ethernet communications, etc.; for communications to the system cubicle.
- 19) Installation of new control relays as necessary for system operation.
- 20) Complete installation, startup, commissioning and operator training.

Additional Services of Engineer

At the request of the Owner, the Engineer can provide additional services, either directly or through its affiliates, at regular hourly rates for such work. This work may include items not otherwise provided for in the memorandum of agreement, or by construction contractors or the Owner's staff; for example, testing and repair of existing components, beyond the specified. No additional services will be undertaken without the express permission of the Owner.

Compensation

Compensation for the Controls Upgrade provided in accordance with the Memorandum of Agreement shall be a fixed price of \$336,629.00. BHMGM will submit progressive invoices for payment.

This project is presently expected to be complete by May 2022 before summer run season based on materials.

Warranty

All of the services provided by BHMGM under the memorandum of agreement are warranted by BHMGM and the various manufacturers who supply components and subsystems for the project, for a period of one year. BHMGM will both coordinate and perform any repairs needed on this equipment during the warranty period. After the expiration of the initial warranty period, various service programs are available or service can be provided on an as needed basis.

Additional Services of Engineer

At the request of the Owner, the Engineer can provide additional services, either directly or through its affiliates, at regular hourly rates for such work. This work may include items not otherwise provided for in the memorandum of agreement by the Owner's staff. No additional services will be undertaken without the express permission of the Owner.

TERMS AND CONDITIONS
BHMG Service Corp

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for services are made a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the Owner and Company agree to such modifications.

COMPENSATION FOR SERVICES

The basis for compensation will be as identified in the agreement.

When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by the Company and shall not exceed the fixed payment amount without prior authorization of the Owner.

When a "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The "Payroll Costs" means the salaries and wages paid to all personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Company may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Company's statement.

LATE PAYMENT

If the Owner fails to make any payment due the Company for services and expenses within the time period specified, a service charge of 1-1/2% per month will be added to the Owners account. This is an annual rate of 18%.

TERMINATION

This agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination the Company will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Company pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Company will be at Owner's sole risk, and without liability of Company, and Owner shall indemnify and hold harmless Company from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Company to further compensation at rates to be agreed upon by Owner and Company.

ESTIMATES OF COST

Since the Company has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Company cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.