

**VILLAGE PRESIDENT**  
Ray Danford

**VILLAGE CLERK**  
Jerry Menard

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

# VILLAGE OF FREEBURG

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

**VILLAGE ADMINISTRATOR**  
Dennis Herzing

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
Ronald Dintelmann

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

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

August 13, 2012

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

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, August 15, 2012, at 7:30 p.m.**

### ELECTRIC COMMITTEE MEETING AGENDA

#### I. Items to be Discussed

##### A. Old Business

1. Approval of July 11, 2012 minutes
2. Franchise Fee (Ameren)
3. Highway lighting
4. HAPS
5. Portable Generator repair and replacement
6. Fuel Cost Adjustment
7. Arc Flash Study
8. Spill containment/Wiegmann's expansion
9. Safety Training
10. Digger truck/Demo
11. Charter Agreement
12. Work on electric poles/transformers behind grade school
13. Shed
14. Security at North Power Plant
15. Electric Lineman/Apprentice Lineman
16. Lighting on Kessler Road
17. Spreadsheet of agreements
18. Opticon Program

##### B. New Business

1. Risk assessment conducted by insurance company
2. Quote on combustion turbine

##### 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, August 15, 2012 at 7:30 p.m.

VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
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Weilmuenster Law Group, P.C

The meeting of the Electric Committee was called to order at 7:30 p.m. on Wednesday, August 15, 2012 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Ray Matchett, Mayor Ray Danford, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan, Village Administrator Dennis Herzing and Office Manager Julie Polson.

## A. OLD BUSINESS:

1. Approval of July 11, 2012 Minutes: *Trustee Ray Matchett motioned to approve the July 11, 2012 minutes and Trustee Mike Blaies seconded the motion.* All voting aye, the motion carried.
2. Franchise Fee (Ameren): Nothing new.
3. Highway lighting: Nothing new.
4. HAPS: The testing has been rescheduled to September 11<sup>th</sup> – 13<sup>th</sup> due to delays in receipt of calibration gases.
5. Portable Generator Replacement: Ron is waiting on prices and will bring them to committee once he receives them.
6. Fuel Cost Adjustment: Jane provided the usage and costs for both the 100/175w and 250w security lights. The average cost for the 100/175w is \$4.41 and we charge \$6.00 per month. The average cost for the 250w is \$13.07 and we charge \$12.00. The committee discussed these numbers and agreed to raise the fees to \$8.00 on the 100/175w and \$16.00 on the 250w. Dennis will work on revising the ordinance. He will also include language if someone wants a light installed where a new pole will be needed, they will have to pay the material costs.
7. Arc Flash Study: John is obtaining some prices from Fletcher Reinhardt for the suit and some other safety equipment. BHM&G is working on the relays.
8. Spill containment/Wiegmann: We received the Notice to Proceed from IMEA on the grant for Wiegmanns. Ron has ordered the transformers and two should be shipping tomorrow.
9. Safety Training: Everyone attended the safety webinar and Julie will check with Tammy on the new safety manuals.
10. Digger truck/demo: We should receive the truck in mid-September. John reported the old truck blew a hydraulic hose today.
11. Charter Agreement: A copy of the revised contract was provided. Dennis has not had a chance to review it. He said we might have a requirement to post notice and hold a public hearing on the agreement. He would like for Attorney Manion to review it. He will check with him on the notice requirements.

12. Work on electric poles/transformers behind grade school: Ongoing.
13. Shed: Dennis said we have received final approval for the \$100,000 grant. It has a start date of 9/1/12. We will have to bid the project so we will get started on putting a bid package together.
14. Security at North Power Plant: John said we haven't had any more problems at the north plant. John will still get prices on a camera system.
15. Electric lineman/Apprentice Lineman: John has the second interviews with Ryan Hilmes, Tyler Urbanski and Zac Kramper scheduled for August 18, 2012 starting at 8:00 a.m., 9:00 a.m. and 10:00 a.m. Dennis feels we should hire two applicants. We have employees that will be retiring within the next 3-5 years. Ideally, we would like to have the apprentice linemen on board so they can be paired with a lineman and learn as much as possible. John explained to the applicants that we are looking for people that are willing to commit to staying in Freeburg.
16. Lighting on Kessler Road: This project will be done over the summer.
17. Spreadsheet of agreements: Nothing new.
18. Opticon Program: Dennis talked to Hans and he said he is in the process of scheduling the repair work. It is hard to tell how much it is going to cost but it could be between \$5,000 - \$10,000 of which the Village would pay half.

**B. NEW BUSINESS:**

1. Risk assessment conducted by insurance company: Dennis, Ron and John are going to go through the report. John believes most of the items that are addressed simply need better record keeping on our part.
2. Quote on combustion turbine: Dennis said our generating capacity is just enough for a peak load. When we built the north power plant, it was designed so that it could be expanded in the future. The regulators are pushing natural gas because it is much cleaner with respect to emissions. We requested a quote from BHM&G on expanding our north power plant to accommodate a combustion turbine and Dean Park said a 6.5mw costs about \$8,000,000. That price includes adding a building, gas line and gas transmission tap. If we purchased a 6.5mw turbine, that would increase our capacity by 50%. If we did move forward with this project, a rate increase would be required. We need to talk to IMEA about this because it wouldn't be cost efficient to do this if we don't receive generation credits.

Ron had T&R Electric take some of our old transformers and we received a check for \$7345. Ron said we have not had our electric maps updated for several years. It would be a good idea to do so now. It will get our maps up to date and will also help any new lineman identify where our lines are. Ron said this map will also include all the street lights that our guys identified a while back. The cost to update the map is \$6500. Ron suggested in the future, we should update the map more frequently.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Steve Smith motioned to adjourn at 8:37 p.m. and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*

Julie Polson  
Office Manager



VILLAGE PRESIDENT  
Ray Danford

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PHONE: (618) 539-5545 • FAX: (618) 539-5590  
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ELECTRIC COMMITTEE MEETING  
Wednesday, July 11, 2012 at 5:30 p.m.

VILLAGE ADMINISTRATOR  
Dennis Herzing

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
Ronald Dintelmann

POLICE CHIEF  
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY  
Weilmuenster Law Group, P.C.

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

## A. OLD BUSINESS:

1. Approval of June 13, 2012 Minutes: Trustee Ray Matchett motioned to approve the June 13, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.
2. Franchise Fee (Ameren): Nothing new.
3. Highway lighting: Nothing new.
4. HAPS: John confirmed the testing is set for August 27- 29th.
5. Portable Generator Replacement: Ron received verification from Verbal Blakey that we will be able to place the portable generator on a concrete pad at the east lagoon and use it as an external tank without having to obtain an EPA permit. Ron will bring the costs to do everything at the next committee meeting.
6. Fuel Cost Adjustment: Dennis hasn't done anything on this yet.
7. Arc Flash Study: John is obtaining some prices from Fletcher Reinhardt for the suit and some other safety equipment. BHM&G is working on the relays.
8. Spill containment/Wiegmann: Ron reported we met with Dean Park yesterday to discuss how everything is going to be done. The transformers were ordered and have a six-week lead time. We are looking at completing the grade school project over Columbus Day weekend. The school needs to hire a contractor to do the secondary work.
9. Safety Training: John said he sent Tyler and Gregg to the control panel seminar on lift stations. Tyler has his lineman books and has begun the apprenticeship program. He is going to go down early and try to test out of his first lab. We have the webinar on safety coming up.
10. Digger truck/demo: We are waiting on the truck.
11. Charter Agreement: Dennis talked to the contact person at Charter and he sent Dennis the revised agreement. He needs to review it.
12. Work on electric poles/transformers behind grade school: Ongoing.
13. Shed: Dennis said we have not received final approval for the grant. He will check on it.

14. Security at North Power Plant: John said the alarm went off at the plant after the trash had been emptied. We will follow up on a letter to Waste Management.
15. Electric lineman/Apprentice Lineman: Julie set up the interviews and she will forward that information to Mike and Rita.
16. Lighting on Kessler Road: This project will be done over the summer.
17. Power plant roof repair: John said the roof is done and the item can be taken off the agenda.
18. Spreadsheet of agreements: The spreadsheet was updated.
19. Opticon Program: Dennis has not heard back from the Fire Department.

**B. NEW BUSINESS:**

1. Quote on switchgear covers: Ron received a quote of \$8600 from Eaton to replace the doors on the "doghouse." By doing so, this will greatly improve the safety to our guys when fixing the breakers. Also, there will be much easier access to change the filters. The committee was fine with the quote.

**C. GENERAL CONCERNS:** Next month's electric meeting was rescheduled to August 15th at 7:30 p.m.

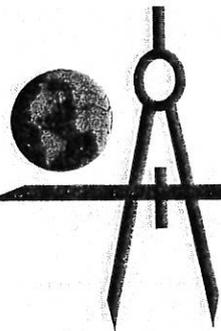
**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Ray Matchett motioned to adjourn at 6:20 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager

# Hastings Engineering, Inc.



7604C Big Bend Boulevard  
Saint Louis, MO 63119  
Telephone (314) 644-2223

Fax (314) 647-5924  
Hastingsengineering.com

RECEIVED

AUG 10 2012

August 9, 2012

Illinois Environmental Protection Agency  
Division of Air Pollution Control  
Compliance Section (#40)  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Re: Initial Compliance Test  
Village of Freeburg Power Plant  
40 CFR Part 63 Subpart ZZZZ

Dear Compliance Section:

Hastings Engineering, Inc. is submitting this letter to amend the dates upon which the initial performance test to demonstrate compliance per 40 CFR 63.6612(a) for six (6) engines at the Village of Freeburg Power Plant will be performed. The tests were initially scheduled to begin on August 27, 2012. Due to delays in receipt of calibration gases, we wish to postpone the tests until September 11, 2012. The six engines will be tested September 11<sup>th</sup> through September 13<sup>th</sup>, two each day.

If this presents any problems or if there are any questions, please call me at 314-644-2223.

Sincerely,

A handwritten signature in cursive script that reads "Rancy Hastings".

Rancy Hastings, P. E.  
Hastings Engineering, Inc.

8/14/12

**Security light and street light usage and cost:**

We charge 6.00/month

We charge 12.00/month

Security light 100/175W		
Date	Usage	Cost
Jan-11	48	5.26
Feb-11	52	6.24
Mar-11	21	2.52
Apr-11	NA	meter
May-11	NA	went bad
Jun-11	20	2.20
Jul-11	31	4.03
Aug-11	27	3.51
Sep-11	38	4.90
Oct-11	38	4.56
Nov-11	50	5.73
Dec-11	43	4.69
Jan-12	49	5.30
Feb-12	48	5.61
Mar-12	39	4.64
Apr-12	40	4.64
May-12	35	4.04
Jun-12	30	3.56
Jul-12	27	3.54

Street light 250W		
Date	Usage	Cost
Jan-11	148	16.21
Feb-11	140	16.75
Mar-11	117	14.11
Apr-11	98	10.98
May-11	88	9.45
Jun-11	95	10.24
Jul-11	84	10.49
Aug-11	89	11.17
Sep-11	115	14.83
Oct-11	106	12.71
Nov-11	142	16.28
Dec-11	126	13.75
Jan-12	141	15.24
Feb-12	139	16.24
Mar-12	111	13.2
Apr-12	113	13.11
May-12	105	12.12
Jun-12	89	10.57
Jul-12	84	11.03

Avg cost = \$4.41

Avg cost = \$13.07

# of 100W/175W security lights billed - 166

# Of 400W security lights billed - 25

Looks like we  
are losing money  
on the 250W lights

VILLAGE OF FREEBURG  
 U / B HISTORY INQUIRY  
 Tuesday August 14, 2012  
 DATE RANGE FROM 08/14/2010 THRU 08/14/2015

DATE: 08/14/12

DATE	TR CODE	DESCRIPTION	AMOUNT	OLD READING	NEW READING	CONSUM UNITS	SERVICE FROM/TO DATES	BALANCE EST	BALANCE BEFORE	BALANCE AFTER
0090001400		VILLAGE OF FREEBURG					S MAIN - SECURITY LIGHT			
04/25/11	OB	ACCOUNT SETUP	.00							
06/22/11	BI	NO CHARG ELEC	.00	165	185	20	05/16/11 06/15/11			
06/22/11	BI	TOTAL	.00							
07/21/11	BI	NO CHARG ELEC	.00	185	216	31	06/16/11 07/15/11			
07/21/11	BI	TOTAL	.00							
08/21/11	BI	NO CHARG ELEC	.00		23		07/16/11 08/15/11			
08/21/11	BI	NO CHARG ELEC	.00	216	220	27	07/16/11 08/15/11			
08/21/11	BI	TOTAL	.00							
09/22/11	BI	NO CHARG ELEC	.00	23	61	38	08/16/11 09/15/11			
09/22/11	BI	TOTAL	.00							
10/22/11	BI	NO CHARG ELEC	.00	61	99	38	09/16/11 10/15/11			
10/22/11	BI	TOTAL	.00							
11/22/11	BI	NO CHARG ELEC	.00	99	149	50	10/16/11 11/15/11			
11/22/11	BI	TOTAL	.00							
12/21/11	BI	NO CHARG ELEC	.00	149	192	43	11/16/11 12/15/11			
12/21/11	BI	TOTAL	.00							
01/21/12	BI	NO CHARG ELEC	.00	192	241	49	12/16/11 01/15/12			
01/21/12	BI	TOTAL	.00							
02/22/12	BI	NO CHARG ELEC	.00	241	289	48	01/16/12 02/15/12			
02/22/12	BI	TOTAL	.00							
03/22/12	BI	NO CHARG ELEC	.00	289	328	39	02/16/12 03/15/12			4.64
03/22/12	BI	TOTAL	.00							
04/21/12	BI	NO CHARG ELEC	.00	328	368	40	03/16/12 04/15/12			4.64
04/21/12	BI	TOTAL	.00							
05/22/12	BI	NO CHARG ELEC	.00	368	403	35	04/16/12 05/15/12			4.04
05/22/12	BI	TOTAL	.00							
06/21/12	BI	NO CHARG ELEC	.00	403	433	30	05/16/12 06/15/12			3.56
06/21/12	BI	TOTAL	.00							
07/20/12	BI	NO CHARG ELEC	.00	433	460	27	06/16/12 07/15/12			3.54
07/20/12	BI	TOTAL	.00							

\*\* END OF HISTORY \*\*

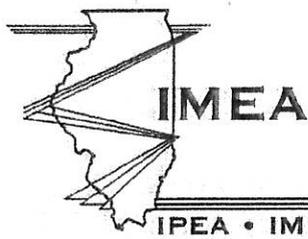
CURRENT BALANCE IS: .00

DATE: 08/14/12

DATE	TR CODE	DESCRIPTION	AMOUNT	OLD READING	NEW READING	CONSUM UNITS	SERVICE FROM/TO DATES	BALANCE EST	BALANCE BEFORE	BALANCE AFTER
0090001300		VILLAGE OF FREEBURG					W APPLE - STREET LIGHT			
04/25/11	OB	ACCOUNT SETUP	.00							
05/21/11	BI	NO CHARG ELEC	.00	604	692	88	04/25/11 05/15/11			
05/21/11	BI	TOTAL	.00							
06/22/11	BI	NO CHARG ELEC	.00	692	787	95	05/16/11 06/15/11			
06/22/11	BI	TOTAL	.00							
07/21/11	BI	NO CHARG ELEC	.00	787	871	84	06/16/11 07/15/11			
07/21/11	BI	TOTAL	.00							
08/21/11	BI		.00		75		07/16/11 08/15/11			
08/21/11	BI	NO CHARG ELEC	.00	871	885	89	07/16/11 08/15/11			
08/21/11	BI	TOTAL	.00							
09/22/11	BI	NO CHARG ELEC	.00	75	190	115	08/16/11 09/15/11			
09/22/11	BI	TOTAL	.00							
10/22/11	BI	NO CHARG ELEC	.00	190	296	106	09/16/11 10/15/11			
10/22/11	BI	TOTAL	.00							
11/22/11	BI	NO CHARG ELEC	.00	296	438	142	10/16/11 11/15/11			
11/22/11	BI	TOTAL	.00							
12/21/11	BI	NO CHARG ELEC	.00	438	564	126	11/16/11 12/15/11			
12/21/11	BI	TOTAL	.00							
01/21/12	BI	NO CHARG ELEC	.00	564	705	141	12/16/11 01/15/12			
01/21/12	BI	TOTAL	.00							
02/22/12	BI	NO CHARG ELEC	.00	705	844	139	01/16/12 02/15/12			
02/22/12	BI	TOTAL	.00							
03/22/12	BI	NO CHARG ELEC	.00	844	955	111	02/16/12 03/15/12			13.20
03/22/12	BI	TOTAL	.00							
04/21/12	BI	NO CHARG ELEC	.00	955	1068	113	03/16/12 04/15/12			13.11
04/21/12	BI	TOTAL	.00							
05/22/12	BI	NO CHARG ELEC	.00	1068	1173	105	04/16/12 05/15/12			12.12
05/22/12	BI	TOTAL	.00							
06/21/12	BI	NO CHARG ELEC	.00	1173	1262	89	05/16/12 06/15/12			10.57
06/21/12	BI	TOTAL	.00							
07/20/12	BI	NO CHARG ELEC	.00	1262	1346	84	06/16/12 07/15/12			11.03
07/20/12	BI	TOTAL	.00							

\*\* END OF HISTORY \*\*

CURRENT BALANCE IS: .00



IPEA • IMUA

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

**IMEA Electrical Efficiency Program FY 2012-2013  
NOTICE TO PROCEED**

**IMEA Member:** Freeburg  
**IMEA Board Member Information:** **Dennis Herzing**, Village Administrator  
14 Southgate Center  
Freeburg, IL 62243  
(618) 539-5545  
(618) 539-5590 Fax  
(618) 410-6493 Cell  
[herzing@freeburg.com](mailto:herzing@freeburg.com)

**Applicant Name:** Village of Freeburg  
c/o **Dennis Herzing**, Village Administrator  
**Ron Dintelmann**, 618-539-3112, [fpwd@freeburg.com](mailto:fpwd@freeburg.com)  
**Shawn Willams**, BHMG, \_\_\_\_\_

**Project number:** 13\_Freeburg\_1\_2013      **Amount Requested:** \$29,137.09  
**Date:** August 3, 2012      **Amount Authorized:** \$29,137.09

**Project Start Date:** November 2012      **Projected Completion Date:** December 2012

**Short Project Description:**

Replace 7 transformers with three more efficient ones. The project will consolidate 7 of the 13 transformer banks serving Wiegmann Manufacturing.

**Process, Duties and Responsibilities of Grant Recipient:**

Within 45 days of project completion, the applicant must submit to the IMEA:

- A completed final application
- Signed certification
- Manufacturer spec sheets, if not submitted with the pre-approval form or if actual equipment installed differed from pre-approved equipment
- Updated worksheets or custom incentive application
- Invoices and receipts
- A final light survey for lighting projects

Once these materials are received and approved, IMEA will begin the review and reimbursement process.

**IMEA Contact:**

For any questions regarding this application, reporting or reimbursement process, please contact:

Rodd Whelpley  
IMEA Program & Communications Administrator  
3400 Conifer Drive  
Springfield, IL 62711  
800-243-4632  
[rwhelpley@imea.org](mailto:rwhelpley@imea.org)

## FRANCHISE AGREEMENT

**This Franchise Agreement** (“ Franchise”) is between the Village of Freeburg, Illinois, hereinafter referred to as the “Grantor” and Charter Communications Entertainment I, LLC locally known as Charter Communications, hereinafter referred to as the “Grantee.”

“WHEREAS the Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.”

“WHEREAS the parties have determined that any previously adopted Cable Regulatory Code is no longer applicable to this renewed franchise.”

### 1. **Definitions:**

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and the FCC user fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.

- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.
2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 15. This Franchise will be automatically extended for an additional term of five (5) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.
5. **Use of the Streets and Dedicated Easements.**
- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

**6. Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

**7. Service.**

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least forty (40) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.
- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation
- c. Grantee shall provide Basic Cable Service and one free outlet to each of the following public facilities located within two hundred (200) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: Village Hall, Fire Department, Police Department and public schools. No

monthly service fee shall be charged for such outlet. Grantee shall provide Basic Cable Service to new construction hereafter for similar public facilities; provided they are within two hundred (200) feet of the existing service lines of Grantee.

8. **Consumer Protection.** Grantee shall comply with the customer service and privacy protection provisions pursuant to 220 ILCS 5/70-501 (Article XXII of the Illinois Public Utilities Act).

9. **Insurance/Indemnity.**

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

10. **Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

11. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

12. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it

shall deny access to any of Grantee's books and records marked confidential to any person.

13. **Notices, Miscellaneous.**

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Mayor  
Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Attention: Vice President/GM  
Charter Communications  
941 Charter Commons Drive  
Town & Country, MO 63107

With a copy to: Charter Communications  
12405 Powerscourt Drive  
St. Louis, MO 63131  
Attention: Vice President of Government Affairs

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year.
- c. The Grantor and Grantee shall comply with the auditing provisions established pursuant to 65 ILCS 5/11-42-11.05.

16. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on \_\_\_\_\_, \_\_\_\_\_ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties

Considered and approved this \_\_\_ day of \_\_\_\_\_, 2012

Village of Freeburg

Signature: \_\_\_\_\_

Name/Title \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, 2012, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC d/b/a Charter Communication

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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



## Equipment Breakdown Customer Report

July 10, 2012

RECEIVED

JUL 11 2012

**Village of Freeburg**

North and South Power Plants  
7470 Power Plant Lane & W High St  
Freeburg, IL 62243  
Attention: John Tolan – Asst. Director of Services

**Conferred with:**

Bob Elden – Power Plant Operator

**Policy No.**

YB2\_L9L-458195-011

**Report by:**

Brian Long

**Date of survey:**

May 11, 2012

Dear Mr. Tolan

The purpose of my visit was to conduct our first risk assessment of these locations for your equipment breakdown insurance coverage. The following recommendations are being submitted due to conditions at the time of the survey.

When the information for completion of these recommendations is compiled you can call and schedule another visit to the site to review the records or forward them by E-mail. [Brian.long@libertymutual.com](mailto:Brian.long@libertymutual.com)

## RECOMMENDATIONS

**Critical** – are recommendations that apply to conditions or deficiencies in a risk that are serious enough that non-completion may result in a significant loss from either a severity or frequency standpoint.

**Code** – are recommendations that apply to conditions or deficiencies that are defined in the laws, rules and regulations of the jurisdiction having authority for the inspection of boilers and pressure vessels

The identifying letter is classified as follows:

P - Pressure Vessel

B - Boiler

E - Electrical or

M - Mechanical / Production Machinery

O – Other

### **E-May 11, 2012 #1 Thermographic Infra-red Scanning**

There is no documentation that annual thermographic infra-red scanning of 480v equipment or Ultrasonic Emissions scanning of medium and high voltage equipment is being completed. Industry standards are that these predictive maintenance techniques be performed annually to detect impending problems with the electrical distribution equipment. Perform annual thermographic scanning of 480v switchgear and ultrasonic emissions scanning of medium and high voltage equipment per NETA and OEM Standards

### **E-May 11, 2012 #2 Breaker Maintenance**

There is no documentation that 3 year breaker maintenance and calibration of relays was performed on 34.5Kv, 12.47Kv, 4,160v and 2,400v equipment. Industry standards are that breaker maintenance and calibration be performed every 3 years to ensure reliable operation. Perform 3 year breaker maintenance and relay calibration on 34.5Kv, 12.47Kv, 4,160v and 2,400v breakers per NETA 7.6 and OEM Standards.

### **E-May 11, 2012 #3 Air Switch and Insulator Maintenance**

There is no documentation that outdoor air switches, bus work and insulators are receiving maintenance and cleaning every 2 years. Industry standards are that air switches, bus work and insulators should receive maintenance every 2 years to ensure sustained reliability. Perform maintenance on outdoor air switches, bus ducts and insulators per NETA 7.5 and 7.21 and OEM Standards.

### **E-May 11, 2012 #4 Transformer Oil Testing**

There is no record that annual transformer oil testing is being performed. All oil filled transformers should have annual oil analysis including oil condition and gas chromatography to predict the internal operating conditions of the transformer. Perform annual oil analysis including gas chromatography per NETA 7.2 and OEM Standards.

### **E-May 11, 2012 #5 Transformer Maintenance**

There are no records of transformer maintenance every 2 years. Transformers should receive mechanical and electrical maintenance and testing every 2 years to ensure their continued reliable operation. Perform mechanical and electrical maintenance of the large station transformers (5MW) every 2 years per NETA 7.2 and OEM Standards.

**E-May 11, 2012 #6 Transformer Tap Changer Maintenance**

There is no record of transformer tap changer maintenance. Tap changers should receive oil testing annually and mechanical maintenance based on the operational cycles or every 2 years to ensure their reliable operation. Perform tap changer maintenance on large station transformers (5MW) per NETA 7.12 and OEM Standards.

**E-May 11, 2012 #7 Electrical Generator Testing**

There is no record of electrical generator testing. Even though these generators are rarely operated at the present time the windings should still be checked for moisture accumulation. Perform electrical generator maintenance per NETA 7.15 and OEM Standards.

**E-May 11, 2012 #8 Station and Engine Batteries**

There is no record of battery maintenance. All batteries and chargers require some periodic maintenance to ensure reliable operation. Perform station and engine battery and battery charger maintenance per NETA 7.18 and OEM Standards.

**E-May 11, 2012 #9 Lightning and Surge Protection**

There is no record of the last review of or maintenance on the Lightning and Surge Protection equipment for the power plants. Routine testing, maintenance and review of lightning and surge protection should be conducted to ensure protective equipment is functioning properly. Conduct a lightning and surge protection maintenance and review of the power plants.

**M-May 11, 2012 #10 Engine Overhaul Schedule**

There is no record of or set frequency for engine overhauls. Engine overhauls of various degrees are needed to ensure their reliable operation. Implement routine overhaul maintenance for internal combustion engines per OEM Standards.

**P-May 11, 2012 #11 Over Pressure Protection Maintenance**

There is no routine maintenance schedule for compressed air overpressure protection. Compressed air safety valves shall receive maintenance at least every 3 years. Implement a routine compressed air over pressure protection maintenance per NBIC Part 2 Section 2.5

**M-May 11, 2012 #12 Lube Oil and Diesel Fuel Analysis**

There are no routine lube oil and diesel fuel maintenance records. These fluids should be tested periodically to ensure they are not contaminated and they are maintaining the original design specifications for performance. These samples should also include particle analysis. Implement a routine sampling program for lube oil and Diesel fuels.

*Brian G. Long*

Brian Long

Liberty Mutual Insurance

Senior Risk Engineering Specialist

263 W Chestnut St

Canton, IL 61520

309-258-9622

Brian.long@libertymutual.com

**PURCHASE ORDER**



ORDER NO. D7-69-12

DATE JULY 27, 2012

Toll Free Number: 1-800-843-7994  
 Outside U.S.: 605-534-3555  
 FAX: 605-534-3861

To VILLAGE OF FREEBURG  
14 SOUTHGATE  
FREEBURG, IL 62243

PLEASE ENTER OUR ORDER AS FOLLOWS:                      TERMS:

Req. No.	KW	By DENNY	Acct.	Est. Cost
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Date Rec.	Quantity Received	Quantity Ordered	Description of Material	Unit Price Each Item	Total Price Each Item
	54	54	BOUGHT FOR RESALE 1-3 KVA 1Ø POLE MOUNT TRANSFORMERS 4-5 KVA 1-7.5 KVA 17-10 KVA 7-15 KVA 11-25 KVA 2-50 KVA 2-75 KVA 2-100 KVA 4-167 KVA 3-250 KVA TOTAL OF 2448.5 KVA @ \$3.00/KVA		7345.50
	9	9	9-15 KV RECLOSURES		-0-

**RECEIVED**  
**AUG 13 2012**

ENCLOSED CHECK TOTAL \$7,345.50

**Please Note the Following Instructions**

1. Acceptance of this order constitutes an agreement to make delivery within specified time.
2. Acknowledge receipt of this order and state date you will ship.
3. Put both order number and requisition on Invoices, Bills of Lading, Packages, etc.

Mail Itemized Invoices in Duplicate  
 SHIPPING INSTRUCTIONS

T&R ELECTRIC SUPPLY COMPANY, INC.

By: 