

VILLAGE PRESIDENT

Seth Speiser

VILLAGE CLERK

Jerry Menard

VILLAGE TRUSTEES

Ray Matchett, Jr.

Steve Smith

Mike Blaies

Mathew Trout

Dean Pruett

Elizabeth Niebruegge

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

VILLAGE TREASURER

Bryan A. Vogel

PUBLIC WORKS DIRECTOR

John Tolan

POLICE CHIEF

Stanley Donald

VILLAGE ATTORNEY

Weilmuenster Law Group, P.C

May 12, 2014

NOTICE

MEETING OF THE ELECTRIC COMMITTEE

(Blaies/Smith/Niebruegge)

An Electric Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, May 14, 2014, at 5:30 p.m.**

ELECTRIC COMMITTEE MEETING AGENDA

I. Items to be Discussed

A. Old Business

1. Approval of April 16, 2014 minutes
2. Wiegmann's project
3. Rate Study
4. Surplus Temporary Service Equipment
5. Net Metering and Geothermal Program

B. New Business

1. IMEA Electric Agency Update 2014-9
2. Charter Pole Agreement

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)]; or real estate transactions [5 ILCS, 120/2 - (c)(5)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

ELECTRIC COMMITTEE MEETING
Wednesday, May 14, 2014 at 5:30 p.m.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, May 14, 2014 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Trustee Dean Pruett, Trustee Matt Trout, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

A. OLD BUSINES

1. Approval of April 16, 2014 Minutes: Trustee Elizabeth Niebruegge motioned to approve the April 16, 2014 minutes and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.
2. Wiegmann's project: Shane said we have scheduled the work to be done the first and second weekends in June. The project should be completely done at that time.
3. Rate Study: Tony said Verbal needs the financial statement for the year and he will get that to her as soon as we have it. He advised the committee there was an article in the paper about Ameren raising their rates. Those rates will match ours pretty quickly.
4. Surplus Temporary Service Equipment: Shane and John are compiling the miscellaneous items that we are going to take up to Springfield. The State will handle the sale and we receive a percentage of anything that is sold.
5. Net Metering and Geothermal Program: Shane passed out information on how Carlyle handles net metering. The second ordinance establishes a policy on generation in general. Shane would like for the committee to review them. Tony advised IMEA is going to meet with Mr. Wood on May 22nd to evaluate his solar energy system.

Trustee Blaies asked about the geothermal grant money. The committee discussed what projects to use with the grant money. Shane suggested starting with the streetlights on Route 15 coming in from Belleville. Tony said we could also offer some of the grant money to local businesses and residents. We could publicize it and give everyone an opportunity to apply. It would be a small way to help the residents and business owners in our community. Tony asked the committee to decide what portion of the money stays with the Village and what goes to the community.

Electric Committee Meeting Minutes
Wednesday, May 14, 2014
Page 1 of 2

B. NEW BUSINESS:

1. IMEA Electric Agency Update 2014-9: Public Works Director John Tolan advised this was provided for informational purposes. John said the Trimble County tour is coming up. Mike would have liked more advance notice on that trip.
2. Charter Pole Agreement: Tony looked at several pole agreements. Included in this packet is the agreement that Breese currently uses. Julie advised the agreement has been revised but she is still working on the exhibits to the agreement. Tony stated Attorney Manion has reviewed the agreement. Shane wanted to make sure we had language in the contract that addressed when the Village abandons poles. Tony believes the going rate per pole is around \$20 - \$21 per pole. Trustee Smith would like to know what costs will be passed onto the residents, and Tony will ask Charter for that information.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: See above.

E. ADJOURN: *Trustee Elizabeth Niebruegge motioned to adjourn at 5:55 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

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

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

ELECTRIC COMMITTEE MEETING Wednesday, April 16, 2014 at 6:30 p.m.

The meeting of the Electric Committee was called to order at 5:32 p.m. on Wednesday, March 12, 2014 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Trustee Dean Pruett, Trustee Matt Trout, Trustee Ray Matchett, Village Clerk Jerry Menard, Public Works Director John Tolan, Head Lineman Shane Krauss, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Doc Mueller and Rodd Whelpley from IMEA and Nathan Wood.

Trustee Steve Smith motioned to amend the agenda in order to hear Public Participation first and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.

D. PUBLIC PARTICIPATION: Doc Mueller and Rodd Whelpley were present from IMEA to discuss the items listed under New Business, net metering and geothermal programs for residential customers. Administrator Funderburg advised Nathan Wood is present to discuss his request for a two-way or net meter since he has solar panels installed on his home. Mr. Wood is concerned that his present meter reads both the electricity coming into as well as what he generates going out of his home. Doc Mueller explained this issue is going to become increasingly common. He requested that his engineer, Tanner Jones, visit Mr. Wood to see and evaluate his system. Doc said we need to set up a policy on net metering that will give the homeowner the value they are looking for that doesn't jeopardize our system and keeps our employees safe. Tony said we will continue to look into this but wanted to start the conversation.

Rodd Whelpley was present to discuss a geothermal program for our residential customers and said there is energy efficiency money that the village has already taken advantage of. We have had a commercial business utilize it for lighting as well as installed lighting at our village properties. We can decide how much money we would like to set aside for the residents, develop an application process and administer the program. Rodd said they can help the resident with the geothermal application.

A. OLD BUSINESS

1. Approval of March 12, 2014 Minutes: *Trustee Steve Smith motioned to approve the March 12, 2014 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.*

2. Portable Generator Replacement: Head Lineman Shane Krauss said he is going to take it to Granite City to have it rewound instead of replacing which will be more cost effective.
3. Wiegmann's project: Shane said we are waiting on Wiegmann's.
4. Shed: Shane has the shelving ordered. The plumbing is next. He will have our guys frame up the bathroom, and once that is done, he will contact Davinroy to do the rough-in. They are still having issues with the doors.
5. Rate Study: Shane asked that the net metering be considered in the rate study. Tony is going to check on the timeline to get the study done.
6. Surplus Temporary Service Equipment: Shane and John have a lot of items they would like to surplus. Tony said we can take them up to Springfield and have the State handle this. We would receive a percentage of anything that is sold.

Shane advised when we bought the trucks, we negotiated and received a \$400 incentive and received a trailer hitch and added storage on John's truck. Mayor Speiser left the meeting at 6:50 p.m.

B. NEW BUSINESS:

1. IMEA visit to discuss Net Metering and Geothermal Program for Residential Customers: See Public Participation above. Tony asked the committee if they are interested in offering grants to our customers for these products. We could offer two \$500 grants on the geothermal or Mike suggested two \$1,000 grants. Tony would like to come up with something regarding the grants for the next committee meeting. Shane will get prices on the net meters.

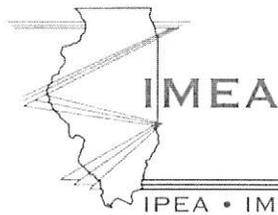
C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: See above.

E. ADJOURN: *Trustee Elizabeth Niebruegge motioned to adjourn at 7:40 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*



Julie Polson
Office Manager



IPEA • IMUA



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

Date: May 5, 2014

Re: **Electric Agency Update 2014 – 9**

To: IMEA Board Members

From: Kevin M. Gaden, President & CEO

IMEA Executive Board Meeting May 28: The next regularly scheduled IMEA Executive Board meeting will be held at 10:00 a.m. on Wednesday, May 28 at IMEA Headquarters.

IMEA Executive and Full Boards to Meet June 25: The IMEA Executive Board will meet at 2:00 p.m. on Wednesday, June 25 at IMEA Headquarters with the full Board meeting immediately thereafter. An IPEA Board meeting will be held that morning at 11:00 a.m., followed by lunch.

Trimble County Tour Slated for June 26 and 27: IMEA is organizing a visit to the Trimble County generation facilities, near Louisville, Kentucky on Thursday, June 26 and Friday, June 27. IMEA Board Members and others from their communities – including elected officials and utility staff – are welcome to attend. Bus transportation will be available. IMEA will secure a block of rooms for the evening of June 26 at a hotel in Louisville. The facility tour will take place on the 27th, and plans are to return to IMEA by 6:00 p.m. that evening. **Reserve your spot** on the tour by contacting Dee Dee Bunch (1-800-243-4632 or dbunch@imea.org) **by Friday May 9.** See the attached memo for more details.

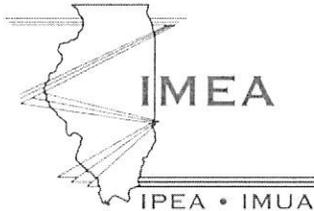
Recycle My Fridge Incentive Raised to \$50: Through the Recycle My Fridge program, residents who receive their electricity from an IMEA Member utility have an easy way to get rid of old, energy guzzling refrigerators and freezers taking up space in their basements or garages free of charge. And, as of today, their incentive for doing so has been boosted from a \$35 prepaid card to a \$50 prepaid card. IMEA has teamed up with the Appliance Recycling Centers of America (ARCA), Inc. to implement the program. Residents can schedule an appointment to have their refrigerator or freezer picked up from inside their homes by calling 877-341-2313 (toll free) or visiting the program's Web site (www.RecycleMyFridge.org). Since the program began in 2011, 920 units have been recycled, netting a deemed savings of more than 1.4 million kWh annually.

Electric Efficiency Program Reports are on the Web: As of today, members can access IMEA Electric Efficiency Program reports at the IMEA Web site (www.imea.org). To find the reports, log in to the IMEA Member Area, select 'Member Documents and Materials' and then select the Electric Efficiency Program report you'd like to view. Reports will be updated about once a week.

*PARTNERS IN DELIVERING
EXCELLENCE IN UTILITY SERVICES.*

ILLINOIS MUNICIPAL ELECTRIC AGENCY
ILLINOIS PUBLIC ENERGY AGENCY
ILLINOIS MUNICIPAL UTILITIES ASSOCIATION

WWW.IMEA.ORG



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

Memorandum

To: IMEA Board Members

From: Kevin M. Gaden, President & CEO 

Date: April 23, 2014

Re: **Trimble County Power Plant Tour, June 26 & 27**
RSVP Requested

Over the past two years, I have been asked several times when IMEA will plan another trip to visit the Trimble County project.

We are organizing a visit to our Trimble County generation facilities, near Louisville, Kentucky on Thursday, June 26 and Friday, June 27. You and others from your community, including elected officials and utility staff, are cordially invited.

To accommodate the tour dates that Trimble County has provided for us, we will schedule the June IMEA Executive Board and Full Board Meetings on Wednesday, June 25. That will allow northern members to spend the night in Springfield and take a bus from IMEA headquarters the following morning. Southern members may drive home after the June 25 meetings and catch the bus on one of its two stops on its way to Louisville: the first at MidAmerican Airport near Mascoutah and the second at the Holiday Inn in Mt. Vernon. Of course, you are also welcome to make your own travel arrangements.

We will secure a block of rooms for the evening of June 26 at a hotel in Louisville.

We plan to return to Springfield by 6:00 p.m. on Friday, June 27.

The following page outlines a very tentative itinerary for the trip, which will be a collegial event designed to familiarize yourself with the Trimble County 1 & 2 generation units and view some of the recently completed and ongoing projects at the site.

In order to firm up plans for our trip, we need you to **RSVP** by calling (1-800-243-4632) or e-mailing (dbunch@imca.org) DeeDee Bunch the following information by Friday, May 9.

- Names and titles of those from your community who will attend the tour.
- Will these people need bus transportation or will they drive themselves?
- If they are riding the bus, at which stop will they board – Springfield, Mascoutah or Mount Vernon?

If you have questions please feel free to call Tammy Johnson at 1-800-243-4632.

**Tentative Schedule for the
Trimble Power Plant Trip
June 26 and 27, 2014**

Bus Stops on Thursday, June 26:

You may catch the bus to Louisville at one of three stops on June 26. The tentative schedule is as follows:

- If you are catching the bus in Springfield, the bus will leave the IMEA office promptly at 8:00 a.m. We will have coffee, juice and rolls at the office between 7 and 8 a.m.
- If it is more convenient for you, you can pick up the bus at Mascoutah. The bus will stop at the terminal parking lot of the MidAmerica Airport at the intersection of I-64 and Illinois 4 at approximately 9:45 a.m.
- The final bus stop will be at Mount Vernon. As of now, we plan for the bus to be at the Mount Vernon Holiday Inn parking lot at the intersection of I-64 and Illinois 15 at approximately 10:30 a.m. We will get permission for you to park your cars there overnight.

There will be refreshments on the bus.

Arrive in Louisville Thursday, June 26:

We should get into Louisville about 3:00 p.m. their time and check into our hotel. (Remember, Louisville is an hour ahead of Illinois.)

Dinner Thursday Evening, June 26:

The people of Louisville Gas & Electric will find a venue to host us for dinner on Thursday evening.

Friday, June 27:

We will have a breakfast hosted by LG&E and following breakfast we will board the bus for the plant. Those who have driven will follow the bus to the plant.

Following our tour, we will have lunch at the plant, and then board the bus for the trip home. On the way back, we will drop people off in the same places they were picked up.

We should be back in Springfield about 6:00 p.m. on Friday evening.

Other Important Information:

As those of you who have visited the plant before know, you will want to wear comfortable clothing for the tour. Make sure you wear sturdy but comfortable shoes. (For safety reasons they must be closed-toed shoes.)

Any questions? Please call Tammy Johnson at 1-800-243-4632.

AGREEMENT FOR USE OF POLES AND RIGHTS-OF-WAY

THIS AGREEMENT made and effective the ____ day of _____, 2014, by and between _____, (hereinafter "The Village") and _____, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, The Village owns, operates and maintains poles, power lines and public rights-of-way within its Limits,

WHEREAS, Licensee desires to place certain lines, attachments and appurtenances on certain Poles of The Village, for purpose of providing all lawful communications services in compliance with any and all local, state or federal regulations,

WHEREAS, The Village is willing to issue Licensee a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove its communications attachments for the provision of lawful communications services on The Village's poles and rights-of-way;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

SECTION 1. THE VILLAGE'S GRANT OF LICENSEE TO ATTACH TO THE VILLAGE'S POLES AND OCCUPY PUBLIC RIGHTS-OF-WAY

1. Upon Licensor's written request, Licensee shall submit to Licensor evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement, and Licensee shall indemnify, protect, and save harmless Licensor from and against any and all damages (including any attorney and/or legal fees or costs) incurred by Licensor to the extent that such arise Licensee's not having a sufficient right or authority for placing and maintaining attachments on Licensor's poles.
2. No use, however extended, of Poles or Rights-of-Way under this Agreement shall create or vest in Licensee any ownership of property right in said Poles or Right-of-Way, but Licensee's rights in such Poles and Rights-of-Way shall be and remain a mere license. Nothing in this Agreement shall be construed to compel The Village to maintain any Pole or Right-of-Way for any period of time.
3. The license granted to Licensee hereunder with respect to any Pole or Right-of-Way shall be non-exclusive in that The Village reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

SECTION 2. TECHNICAL REQUIREMENTS

4. Licensee's use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), including any applicable grandfathering provisions, National Electric Code (NEC), Occupational Safety and Health Code (OSHA) and the requirements of The Village's written specifications or other public authorities in effect at the time of original construction or major change to Attachments ("Technical Requirements"). In no event will Licensee be required to upgrade Attachments that were compliant with applicable standards when attached; nor shall Licensee have any liability for or be required to correct any nonconformity or non-compliance caused by Village or a third party.

SECTION 3. ESTABLISHING JOINT USE OF POLES

5. Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place any attachment. Licensee shall not place any attachment on The Village's Pole(s) prior to receiving an approved Application for Permit from The Village, attached hereto as Exhibit A. Overlashing may be performed by Licensee without an Application for Permit.
6. Upon receipt of Licensee's Application for Permit, The Village shall schedule a joint ride-out of the Poles designated in the Application for Permit, if necessary, in order to conduct a pre-construction survey to determine whether make-ready is necessary to accommodate Licensee's proposed attachments. Licensee shall participate in the pre-construction survey.
7. Whether or not it was necessary to conduct a joint ride-out and pre-construction survey, within thirty (30) days of the receipt of Licensee's Application for Permit the Village shall approve, conditionally approve or deny each Application for Permit by returning one copy of it to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
8. The Village shall not unreasonably withhold approval of Licensee's Permit Applications, and shall not withhold approval except for reasons of reliability, capaVillage, safety and generally applicable engineering purposes.
9. If make-ready is necessary to accommodate Licensee's Attachment, including the modification or rearrangement of the attachments of The Village or any other third party attacher on any Pole or the placement of new Poles or replacement of one or more existing Poles, The Village shall return a copy of the Application for Permit to Licensee reflecting such conditional approval and detailing the required make-ready and the estimated cost associated with such make-ready. If Licensee is willing to accept The Village's modifications to the Permit Application, Licensee shall return the Permit Application to The Village signed by a duly authorized representative and reflecting Licensee's acceptance of the make-ready and payment of the estimated cost associated with such make-ready.

10. Upon receipt of written authorization and payment, The Village will proceed with the make-ready work according to the specific agreed upon installation plans and the terms of the Agreement. Upon completion of the make-ready work, The Village shall sign and return a copy of the approved Application for Permit authorizing Licensee to make its Attachment(s).
11. In the event the actual make-ready costs exceed the estimate, Licensee shall pay the balance upon invoicing. In the event actual make-ready costs are less than the estimate, The Village shall reimburse Licensee the balance immediately upon completion of the make-ready work.

SECTION 4. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT THE VILLAGE'S REQUEST

12. Upon written notice from The Village, Licensee, within the period specified in the notice, shall replace, relocate or modify all and any portion of its Attachments on a Pole that The Village, in its reasonable discretion, requests in such notice. Should the replacement, relocation or modification of Licensee's attachments be due to the request and/or benefit of a third-party licensee or any other attacher, Licensee will be reimbursed by such attacher, for costs associated with the replacement, relocation or modification of Licensee's Attachments. If Licensee fails to perform such work within the period specified in the notice, The Village, in the exercise of its sole discretion, may perform all or any portion of such work and charge Licensee the costs thereof. Nothing in this paragraph shall require Licensee to bear the costs associated with rearranging facilities to accommodate attachments made by a third-party licensees or the owners of other facilities, or to accommodate attachments made by Licensor attributable to service requirements other than those attributable to Licensor's core electric utility business.
13. Whenever any Right-of-Way consideration or any Village, county or state regulation makes relocation of a Pole necessary, The Village shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating its Attachments.

SECTION 5. MAINTENANCE AND REPAIR OF ATTACHMENT

14. Licensee shall exercise precautions to avoid damage to facilities of The Village and of others supported on Village Poles. Licensee shall make an immediate report to The Village of the occurrence of any such damage and hereby agrees to reimburse The Village for the full expense incurred in making repairs and agrees to indemnify The Village as otherwise provided herein.
15. Licensee shall at its sole risk and expense, maintain all its Attachments on Poles in a safe condition, in accordance with the Technical Requirements specified in Section 2. Licensee will immediately cure any condition, which presents an imminent threat to safety of lives or property caused by Licensee. Any safety violations that are not threatening to life or property and are caused by Licensee will be corrected within 30 days' written notice. If the safety violation cannot be reasonably corrected within 30

days, the parties will establish an extended time frame based on the difficulty of making the correction and the number of parties and Village Poles involved. If Licensee fails to correct any safety violation within the agreed upon time frame, The Village, in the exercise of its sole discretion and without further notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such work as it deems necessary. If it is unclear which party on the pole, including The Village, caused a particular violation, the costs of correction shall be shared by all parties that could have been responsible for the violation. Licensee may perform maintenance and repair work without giving prior written notice to The Village.

SECTION 6. REMOVAL OF ATTACHMENTS

16. Licensee, in the exercise of its sole discretion, may remove any Attachment on any Pole, with out the prior approval of The Village. Licensee shall, however, notify The Village within 30 days of removal and the Village shall adjust billing records accordingly.
17. If The Village is requested by a third party to remove its Pole(s), upon 30 days' notice from The Village, Licensee, at its sole risk and expense and within the period so specified in the notice, shall remove all or any portion of the Attachments on any Pole(s) that The Village, in the exercise of its reasonable discretion, requests in such notice. Notwithstanding the foregoing, if such request is by a private property owner and The Village's poles are legitimately on the third party's private property, The Village shall notify private property owner that it must pay Licensee to remove its attachments and for any accommodations necessary for the continued operation of Licensee's attachment (i.e., placing Licensee's facilities underground). Otherwise, Licensee shall not be required to remove its Attachments from the Pole(s). In the event upon removal of The Village's Attachments Licensee's Attachments remain on the Pole(s), the Pole(s) shall become the property of Licensee and Licensee shall hold harmless The Village from every obligation, liability or cost and from all damages, expenses or charges incurred thereafter, arising out of or because of the presence of or condition of the Pole(s). Licensee shall also pay to The Village a sum equal to the present salvage value in place of such abandoned Pole(s) or other equitable sum as agreed to by the Parties and Licensor shall provide Licensee with a properly authorized bill of sale for such Pole(s).

SECTION 6. EMERGENCIES

18. In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify attachments on any Pole without first obtaining The Village's approval for such work, however, Licensee will make all efforts to notify The Village. If such emergency placement, replacement, relocation or modification does not conform to the standards set forth in this agreement, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such attachments upon written notice from The Village and within the time period specified in the notice.
19. In the event of an emergency The Village should make every reasonable effort to notify Licensee, but, if under the circumstances it cannot, The Village may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection

with Licensee's attachments on any Pole. Licensee shall reimburse The Village for the actual expense that The Village may incur for such emergency work. In such event, the Village shall notify Licensee immediately of both the Poles affected and the work performed.

SECTION 7. POLE ATTACHMENT FEES, CHARGES AND RATES

20. The current pole attachment fee is \$____ per pole. The Village may increase its pole attachment fee annually, upon sixty (60) days' notice, based on actual cost increases, if any. Said rental shall be payable annually, in advance, on the first day of January of each year during which this Agreement remains in effect.
21. Equipment associated with Licensee's mainline attachments, such as power supplies, conduit, risers, cables, wires or other ancillary equipment necessary to the operation of Licensee's network shall be considered "associated equipment" included in the annual pole attachment fee and shall not incur additional rent when attached to a pole with a mainline attachment.
22. Whenever Licensee is required under this Agreement to reimburse The Village for The Village's expenses, such expenses shall include The Village's full and actual cost and expense therefor. Bills for expenses and other charges under this Agreement shall be payable within forty-five (45) days after receipt of a detailed invoice therefor.
23. Interest shall be charged at the rate of 6% annually or the maximum allowed by law, whichever is less, on the unpaid balance of delinquent, undisputed bills for each month or part thereof that any bill remains unpaid.

SECTION 8. UNAUTHORIZED ATTACHMENTS

24. Licensor may perform an inventory audit of Attachments no more frequently than once every five (5) years to determine the number of Licensee Attachments for rental rate purposes. Licensor shall provide ninety (90) days prior notice of any such audit so that Licensee may have an opportunity to participate. The cost of such pole audits shall be divided amongst the users of the pole (Licensee and any third party licensees) proportionately based upon the respective parties' number of occupied poles.
25. Upon verification by Licensee of any Licensee Attachments for which no Permit has been issued, Licensee shall submit a Permit Application for such unauthorized Attachments and pay an unauthorized Attachment charge.
26. The charge for each unauthorized Attachment shall equal an amount of the annual pole attachment fee per each unpermitted pole for the number of years the attachment has occupied the pole. If the parties cannot reasonably determine the date on which the attachment was installed, the fee shall be equal to the rental payments due since the last inventory The Village conducted or dating back 5 years whichever is less.

27. No inventory or inspection, or lack thereof, by The Village shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

SECTION 10. DEFAULTS

28. If Licensee shall fail to comply with the material provisions of this Agreement, or should default in any of its material obligations under this Agreement, The Village shall grant Licensee 30 days notice and opportunity to cure.
29. Should Licensee fail to either cure the default or present a plan for a timely cure of the default within 30 days, The Village, in exercise of its reasonable discretion, may terminate the agreement on 30 days' additional notice.
30. If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, the Village may elect to do such work, and Licensee shall reimburse The Village for all cost thereof.
31. Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to The Village for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 11. INDEMNIFICATION AND INSURANCE

32. Indemnification of Licensor. Licensee shall indemnify, protect, and save harmless Licensor from and against any and all damages (including any attorney and/or legal fees or costs, damages to property and injury or death to persons) to the full extent that such arises from Licensee's erection, maintenance, presence, use, removal, or abandonment of its attachments to any of the facilities belonging to the Licensor, or by any negligent or willful misconduct by Licensee on or in the vicinity of Licensor's poles.
33. Indemnification of Licensee. Licensor shall indemnify, protect, and save harmless Licensee from and against any and Licensor shall indemnify, protect, and save harmless Licensee from and against any and all from and against any and all damages (including any attorney and/or legal fees or costs, damages to property and injury or death to persons) to the full extent that such arises from Licensor's operations attributable to, in close proximity to, and/or affecting said Licensee's respective cables, wires, apparatus and appliances, Licensee, its agents, employees, or contractors, or to parties jointly using the Licensor's poles, or by any act of Licensor on or in the vicinity of Licensor's poles.
34. The obligations of this Section 11 shall survive termination or non-renewal of this Agreement.
35. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION**

DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

36. Licensee shall carry insurance at its sole cost and expense to cover its obligations under this Agreement. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$1,000,000.00 per injury or damage claim with a total of \$2,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of the agreement and the company or companies issuing such insurance shall have an A.M. Best rating of A- or better. Licensee shall submit to The Village certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement. Any cancellation of the policy will be in accordance with its terms.

SECTION 12. ASSIGNMENTS

37. Licensee shall not, without prior written consent of The Village transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied. However, Licensee may assign or transfer this Agreement and the rights or obligations under it, in whole or in part, upon notice, to any affiliate controlling, controlled by or under common control with said Party, or an entity that acquires or succeeds to ownership of all or substantially all of Licensee's assets, upon thirty (30) days notice.
38. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 13. APPLICABLE LAW

39. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Illinois. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in St. Clair County or appropriate regulatory forum, as the case may be.

SECTION 14. ENTIRE AGREEMENT

40. This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters.

SECTION 15. NOTICE

41. Any notice required to be given or made in connection with this Agreement shall be in writing and shall be made by certified or registered mail, return receipt requested, express mail or other overnight delivery service by a reputable company with tracking capability, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

To Village: Village of Freeburg
 Attn.: Village Administrator
 14 Southgate Center
 Freeburg, IL 62243

To Licensee:
[LOCAL OFFICE]

With a copy to:
Charter Communications
Legal Department - Operations
12405 Powerscourt Drive
St. Louis, MO 63131

42. Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed.

SECTION 16. MODIFICATION AND WAIVER

43. Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides otherwise.
44. No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

SECTION 17. HEADINGS

45. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 18. TERM

46. This Agreement shall continue in force and effect for a period of five (5) years from the date of execution and, if not terminated by either Party giving written notice of its intent to terminate not less than 180 days prior to the end of the first term, thereafter, year to year until terminated by either Party giving written notice of its intention to do so not less than 180 days prior to the end of the term. Licensee shall remove all its Attachments from The Village's Poles within 180 days after the effective date of termination, unless the Parties are in the process of negotiating a replacement Agreement.

SECTION 19. FORCE MAJEURE

47. Neither Party shall be held liable for any delay or failure in performance of the Agreement from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 20. EXISTING AGREEMENTS

48. All existing Agreements between the Parties hereto for the Joint Use of Poles are by mutual consent hereby abrogated and superseded by this Agreement.
49. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by The Village, by contract, to other not parties to this Agreement, to use any poles covered by this Agreement; and The Village shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be non-exclusive, and The Village shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

SECTION 21. THIRD PARTY BENEFICIARIES

50. The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

Village of Freeburg

By: _____
Signature

Name: _____

Title: _____

Date: _____

Licensee

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A

APPLICATION FOR PERMIT

Application Date: ___/___/___

To: **City of Breese**

Desire to: Attach to Utility Pole(s) Remove Attachment from Utility Pole(s)

Permit No. _____

No. of Poles this permit _____ Sheet 1 of _____
.....

Licensee Name: _____

Address: _____

Contact Person: _____ Title: _____ Phone No. _____

Utility Contact Person: _____ Title: _____ Phone No. _____

Narrative Description of proposed activity:

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee _____

Utility _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT B

POLE ATTACHMENT PERMIT APPLICATION PROCESS

The following procedure is to be followed by each Licensee seeking to make new attachments on The City's Poles. Note that no entity may make any attachments to City Poles without having first entered into a binding Agreement for Joint Use of Poles and Rights-of-Way.

1. Licensee shall submit a written Application For Permit, in the form of Exhibit A. Upon receipt of the Application, The City shall schedule a joint ride-out of the Poles designated in the Application, if necessary, in order to perform a pre-construction survey. Licensee shall participate in the survey, which will include a review of the proposed attachment(s) to determine whether make-ready work is necessary to accommodate Licensee's proposed attachments.
2. Following the pre-construction survey, if make-ready is necessary, The City shall return a copy of the Application For Permit detailing the required make-ready and the estimated cost associated with such make-ready, within 30 days of the Application For Permit submission. If Licensee is willing to accept The City's make-ready suggestions and estimate, Licensee shall sign and return the Application For Permit, along with the estimated payment. If make-ready is not necessary, The City will sign and return a copy of the approved Application for Permit, authorizing Licensee to make its attachments in accordance with the agreed upon installation plans.
3. Upon receipt of written authorization and payment, The City will proceed with make-ready work according to the specific agreed upon installation plans and the terms of the Agreement.
4. Upon completion of the make-ready work, The City will sign and return a copy of the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed upon installation plans.

EXHIBIT C

SPECIFICATIONS FOR LICENSEE'S ATTACHMENTS

The following engineering and construction practices will be followed by Licensee when making Attachments to Utility Poles.

- A. All attachments shall be made in accordance with the technical requirements specified in Section 2 of the Agreement and this Exhibit C and Exhibit D.
- B. Clearances
 1. Attachment and Cable Clearances: Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC), including any exceptions in specified clearances, and in drawings and specifications Utility may from time to time furnish Licensee, subject to any exceptions permitted by the NESC. (See Drawings I-1 to I-5)
 2. Service Drop Clearance: The parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches. (See Drawing I-4)
 3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other cables. At the pole support, a 12" separation must be maintained between Licensee and any other connection/attachment. (See Drawing I-4)
 4. Service Clearances: A four-inch (4") separation shall be maintained between Utility's service cable and/or any other Attaching Entity's facilities located on the customer's private property in accordance with the National Electrical Code (NEC).
 5. Vertical Runs on Poles: All Risers on poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to street lights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.

6. Climbing Space: A clear Climbing Space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on pole quarter faces. (See Drawing I-5)

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Licensee's Attachments.
2. Anchors and guy wires must be installed on each Utility pole where there is an angle or a dead-end occurs. No proposed anchor can be within four (4) feet of an existing anchor without written permission of Utility.
3. Licensee may not attach guy wires to the anchors of the Utility or third party user without the anchor owner's prior written consent.
4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed, nor may any Attachment be modified, added to or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall be bonded to ground wires of the Utility's Pole.

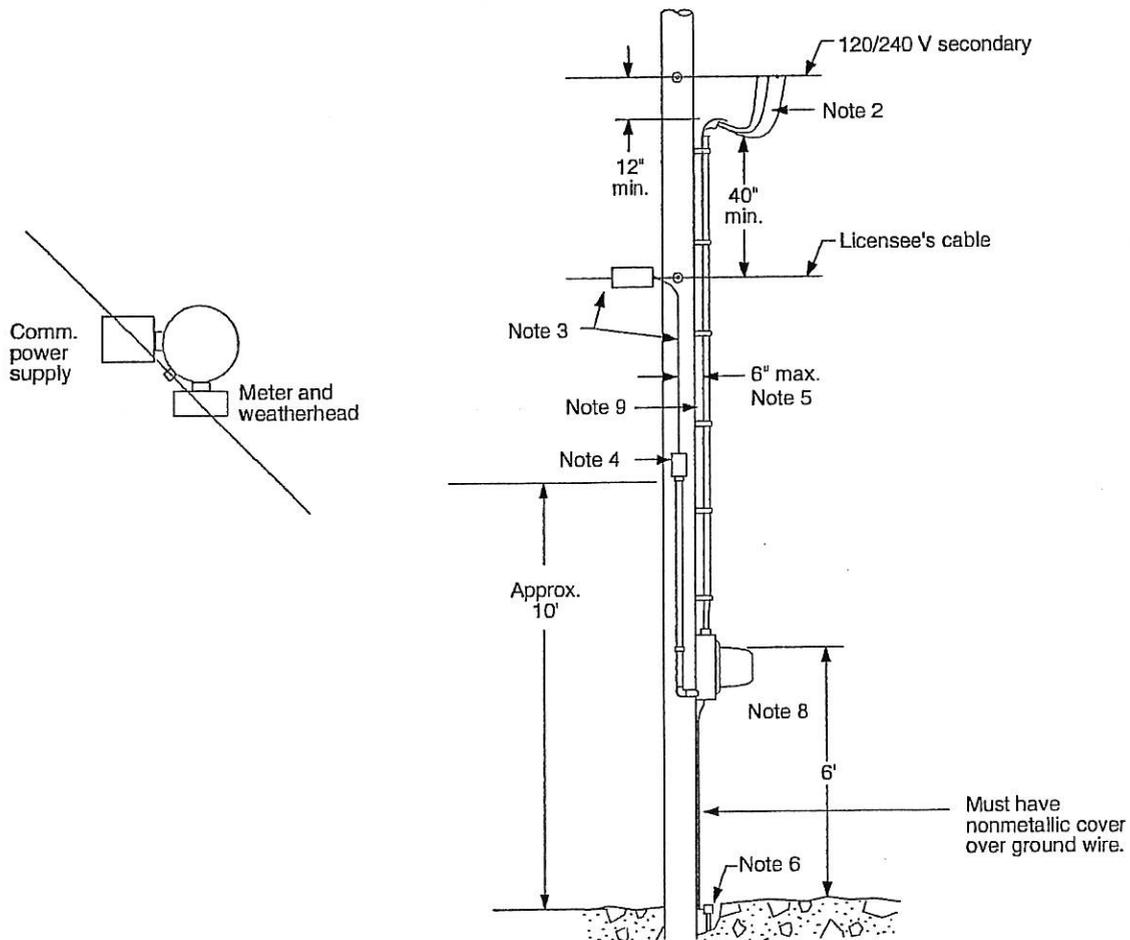
E. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to Utility's pole ground wire at each pole that has a ground wire.
2. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. Communication Cables: All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the Utility neutral or the lowest Utility-owned effectively grounded messenger.
4. Riser Installations: All Licensee's Riser installations shall be placed on metal stand-off brackets. (See Drawing I-3)

5. Tagging: On a going-forward basis, all Licensee's attachments shall be identified with a band type marker or other identification. The marker must identify the Licensee.
6. Safety Zone: No mounting brackets are permitted in the safety zone. The safety zone between communication facilities and supply facilities on the same pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communication facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand off bracket installation will not be allowed to meet the 40" clearance requirement. (See Drawing I-5)

F. Utility Construction Standards

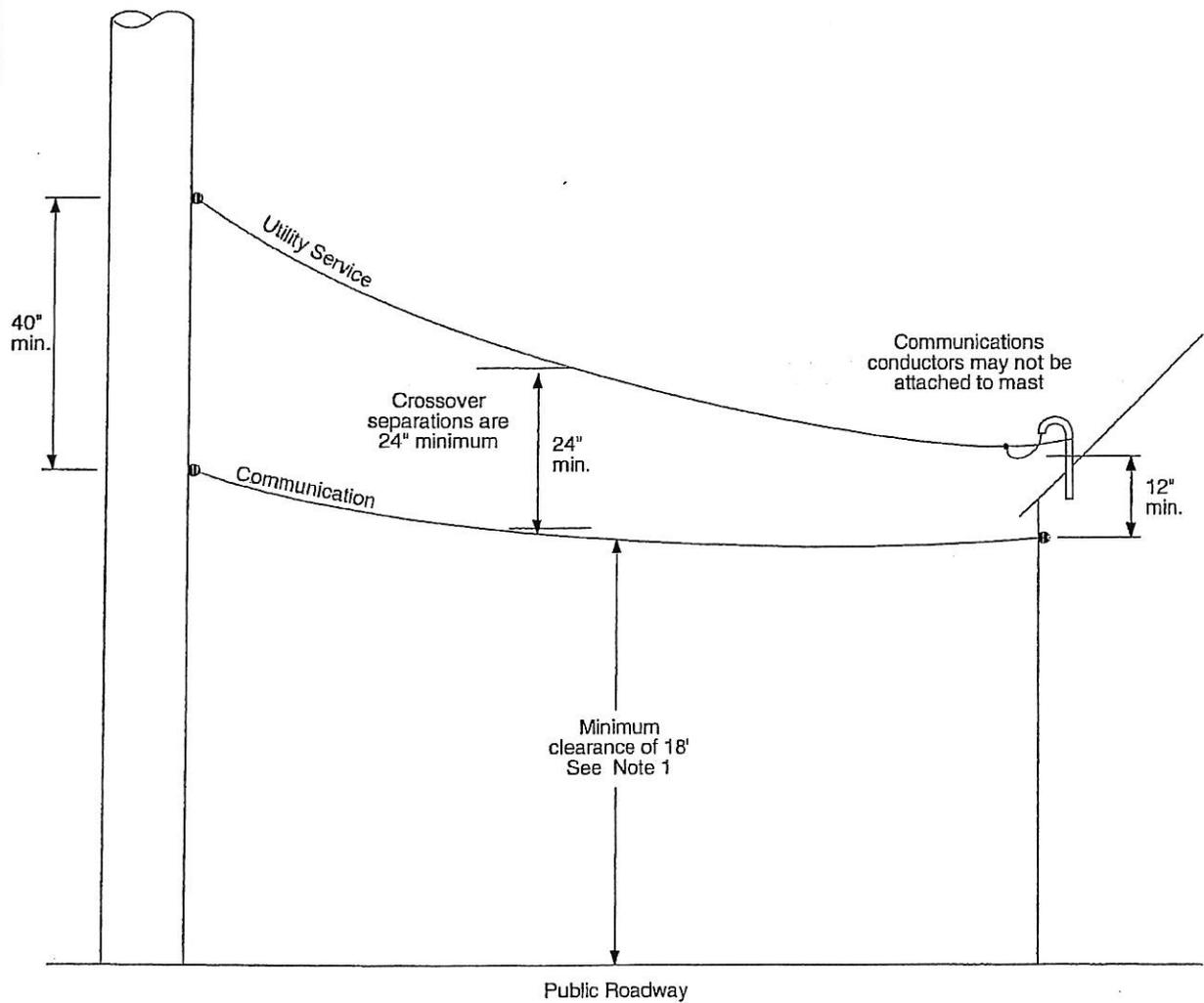
1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility's construction standards in coordination of the applicable NESC, NEC and any other Federal, State or Local code requirements.



NOTES:

1. This installation shall comply with all applicable electrical code and state, city, village, town, and Utility requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power cable.
4. Communication power supply and/or disconnect.
5. 6" maximum between service entrance conduit and communications cable, if possible.
6. Grounding shall be in accordance with National Electric Code article 250.
7. Location of all licensee equipment is to be approved by the Utility company.
8. Proof of compliance shall be certified by the appropriate electrical inspector.
9. All risers on poles, including those for power feed for licensee's equipment enclosure, will be placed in non-metallic conduit on the quarter faces of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

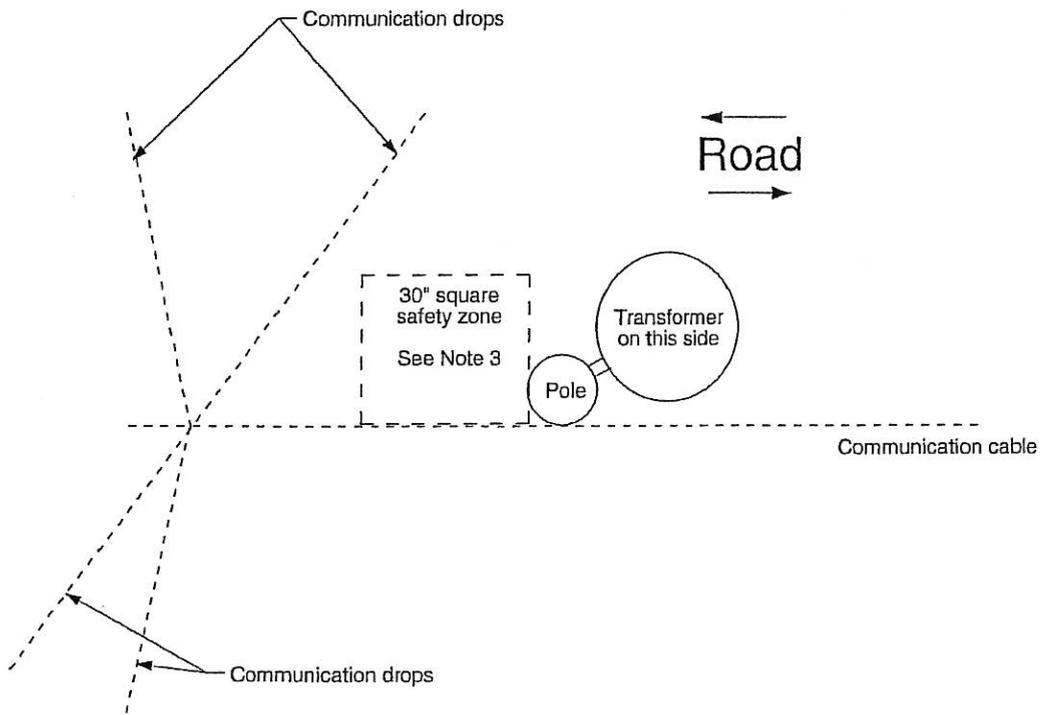
A	Issued 1/14/02
POLE ATTACHMENTS	
POWER SERVICE	
Drawing is NOT to scale	I-03



NOTES:

1. Maintain minimum clearance
 - a) Railroad - 23'
 - b) Interstate - 21'
2. Reference NESC clearances on same supporting structures
 - a) Table 235-6
 - b) Table 238-2
3. Reference NESC clearances on different supporting structures
 - a) Table 233-1

A	Issued 1/14/02
POLE ATTACHMENTS	
MINIMUM CLEARANCE TO SERVICE AND ROADWAY	
Drawing is NOT to scale	I-04



NOTES:

1. For new cable installations locate cable on the same side of the pole as the Utility's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of the Utility.
3. Climbing and workspace through the communication space shall extend from 40" below the lowest communication cable.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearances for climbing and working space shall be followed as per NESC section 236, page 129.

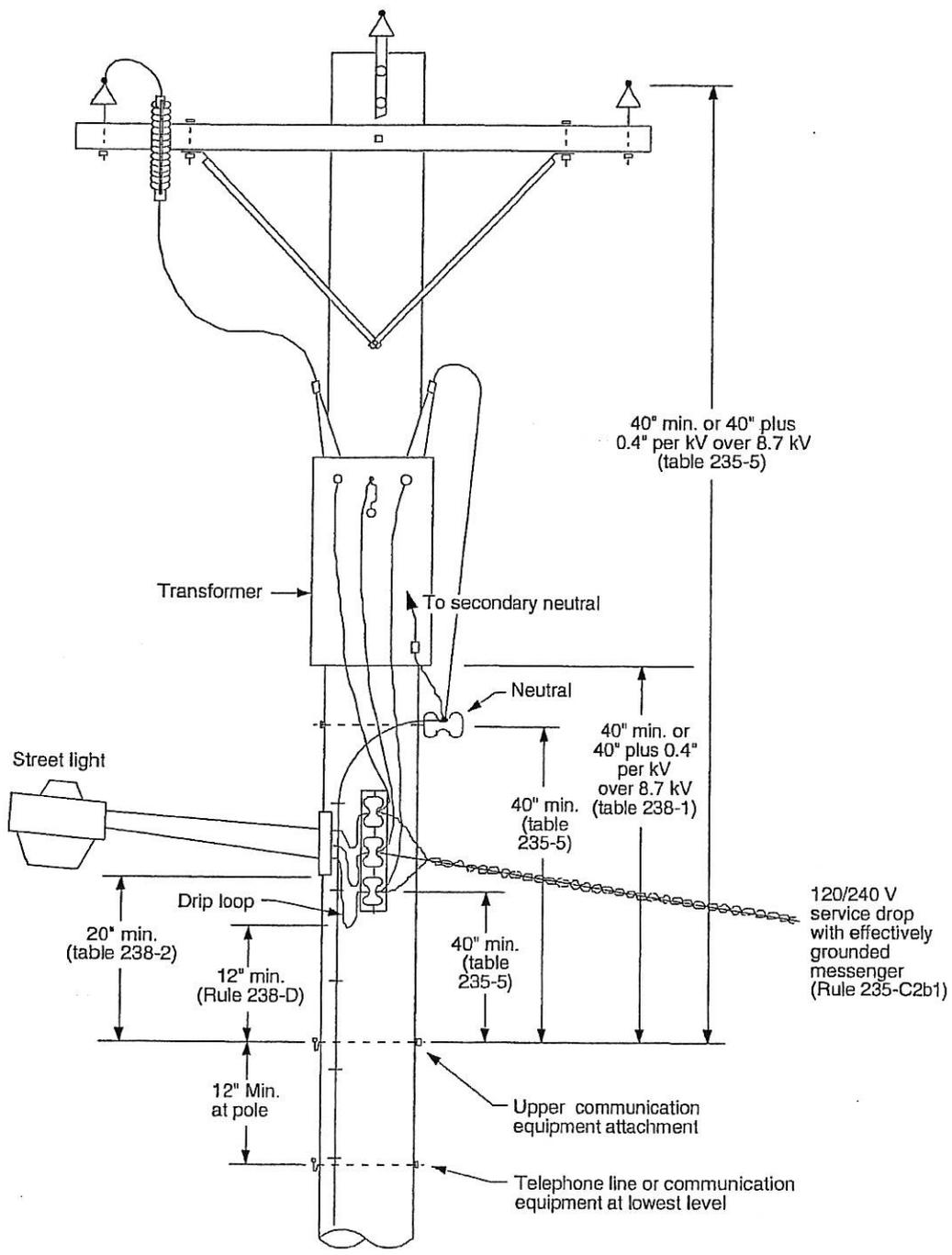
A	Issued 1/14/02
---	----------------

POLE ATTACHMENTS

ATTACHMENTS AT TRANSFORMER POLES

Drawing is NOT to scale

I-05

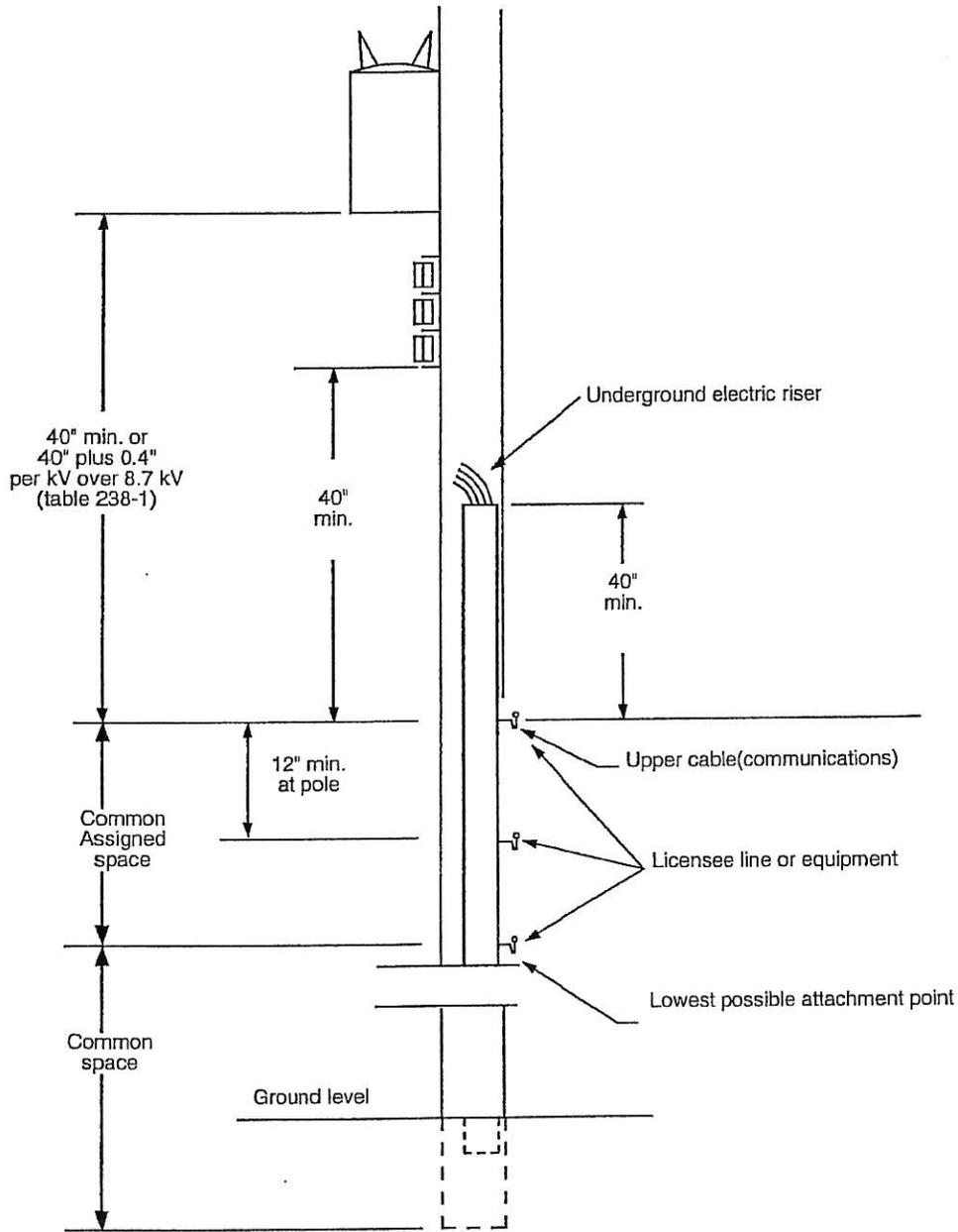


NOTES:

1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility Construction Standards in coordination of the applicable NESC, NEC or Illinois Statute code requirements.
3. See drawing Drawing I-2 for additional notes

A	Issued 1/14/02
---	----------------

POLE ATTACHMENTS	
OVERHEAD MINIMUM CLEARANCES	
Drawing is NOT to scale	I-01



NOTES:

1. Separation between vertical runs and any metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.
2. No communications power supply shall be mounted on this pole except by permission of the Utility.
3. The above clearances may have to be increased to allow for code clearance requirement in mid span.
4. Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in drawings and specifications.

A	Issued 1/14/02
---	----------------

POLE ATTACHMENTS

OVERHEAD MINIMUM CLEARANCES

Drawing is NOT to scale	I-02
-------------------------	-------------

City of Carlyle

ORDINANCE 1498

AN ORDINANCE ESTABLISHING THE NET METERING GUIDELINES FOR INTERCONNECTION OF ON-SITE GENERATING FACILITIES CONNECTED TO THE CITY OF CARLYLE'S MUNICIPAL ELECTRIC SYSTEM.

Whereas, it has been determined that the public interest would be served by establishing a guideline for the net metering service for energy generated from an interconnection of on-site generating facilities connected to the City of Carlyle's Municipal Electric System:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARLYLE, CLINTON COUNTY, ILLINOIS:

Carlyle Municipal Electric Department

Section 1: The City of Carlyle shall make available, upon request, net metering service to any customer taking service from the City of Carlyle and who meets the requirements set forth in this policy. For purposes of this policy "net metering" means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy.

Section 2: For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation, such as sources fueled by landfill methane, fuel cells, or micro turbines fueled by renewable fuels shall be considered on a case by case basis. In all cases, facilities interconnected must be deemed to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the City of Carlyle's Interconnection Standards.

Section 4: Subject to the limitations set forth herein the City of Carlyle shall make net metering service available upon request to any City of Carlyle electric customer with a qualifying generating facility of 10kW capacity or less.

Section 5: Any generating facility greater than 10kW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Electric Department Foreman.

Section 6: Total net metered capacity interconnected under this policy for the City of Carlyle system shall not exceed 2% of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than 2% of the system's peak.

Section 7: Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer, in excess of the energy required by the customer's loads for a given billing period, said customer will not receive any credit or compensation of any kind for any future billing period. Nothing in this agreement shall relieve the customer's obligation to pay any taxes, fees, purchase power adjustment, or monthly facility charge associated with any billing period.

Section 8: Any costs the City of Carlyle incurs associated with the net metering program, including but not limited to changes in metering, other physical facilities or billing-related costs shall be borne by the participants in the net metering program.

Section 9: The City of Carlyle Electrical Department and the City of Carlyle may modify the net metering policy as required by law or as determined by the needs of the City of Carlyle.

Passed and Approved this _____ day of _____, 2014.

Voting "Yes" _____

Voting "No" _____

Absent _____

Mike Burton, Mayor

Attest: _____

Janine Ehlers, City Clerk

City of Carlyle

ORDINANCE 1497

AN ORDINANCE ESTABLISHING THE GUIDELINES FOR INTERCONNECTION OF ON-SITE GENERATING FACILITIES CONNECTED TO THE CITY OF CARLYLE'S MUNICIPAL ELECTRIC SYSTEM.

Whereas, it has been determined that the public interest would be served by establishing a guideline for the interconnection of on-site generating facilities connected to the City of Carlyle's Municipal Electric System:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARLYLE, CLINTON COUNTY, ILLINOIS:

Carlyle Municipal Electric Department

Section 1: The City of Carlyle shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities connected to the City of Carlyle's Municipal Electric System in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the City of Carlyle's electric distribution system.

Section 2: Guidelines for interconnecting to the utility system are as follows;

- a) Only generating facilities that have been approved by the Foreman of the Carlyle Municipal Electric Department (or official designated by the utility) shall be interconnected with the City of Carlyle's electric distribution system.
- b) Interconnection Services shall only be available to premises with aggregated total generation at a single customer site of less than 300 kW.
- c) All interconnections shall comply with IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (IEEE 1547) as they may be amended from time to time.
- d) The City of Carlyle is under no obligation to purchase energy supplied to the utility under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the utility's system and receive credit for such energy under the utility's Net Metering Policy.
- e) If the customer qualifies under the Interconnection standard but does not qualify under the Net Metering Policy then any energy delivered to the utility system shall be surrendered to the utility with no value. The City of Carlyle will install a meter that will not provide any credit for energy delivered to the utility system and the customer will pay for any costs associated with the meter change.
- f) Customers will comply with all other applicable utility standards for interconnection.
- g) Capacity of 10kW or less and interconnected to the utility system shall comply with IEEE 1547 section 5.5, periodic Interconnection tests. All interconnection related protective

functions and associated batteries shall be periodically tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed at a minimum of every three (3) years. Periodic test reports shall be maintained and submitted to the Carlyle Municipal Electric Department.

- h) Systems of greater than 10 kW shall perform all interconnection-related protective functions and associated battery testing on a yearly basis. All test reports shall be submitted to the Carlyle Municipal Electric Department after completion of the yearly testing.
- i) Reports required under Section 2, paragraphs g. and h., must be submitted within 30 days of the anniversary date of the energizing of the interconnect generating. If the required reports are not received within the period, the generation must be disconnected until such time as the reports are submitted.

Section 3: The Carlyle Municipal Electric Department shall develop such documents as needed to implement this policy.

Passed and Approved this _____ day of _____, 2014.

Voting "Yes" _____

Voting "No" _____

Absent _____

Mike Burton, Mayor

Attest: _____

Janine Ehlers, City Clerk

City of Waterloo, IL – Electric Department
Net Metering Application
 For Installation of Customer-Owned, Grid Connected
 Net Metering Systems of 40 kw or less

A. Applicant Information	
Customer-Generator (Name):	
Account No:	
Mailing Address:	Zip Code:
Installation Address (if different from above):	Zip Code:
Daytime Phone:	Fax:
Email:	
B. Electric System Information	
1. Identify type of system: <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Other:	
2. Vendor Name:	
3. Site Location of system on property:	
4. System Description:	
Manufacturer & Model #:	Type/Style:
5. Synchronous Inverter/Generator Data	
Manufacturer & Model #:	
Serial Number:	
Location: <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor	Location of Property:
Nameplate Data:	
Voltage and Frequency:	
Operating Power Factor:	
C. System Designer & Installation Contractor Information (if applicable)	
1. Design Consultant:	
Address:	Zip Code:
Phone:	Fax:
2. Installation Contractor:	
Address:	Zip Code:
Phone:	Fax:
D. Installation	
1. Proposed installation date:	
2. Proposed interconnect date:	
3. <i>Submit/Attach a one-line electrical diagram for proposed Net Metering System</i> , including the location of the Renewable Resource, the inverter, lockable disconnect switch, metering points in relation to the City's Electric system, and the Net Metering Location.	
E. Interconnection Compliance & Owner Acknowledgement	
<ul style="list-style-type: none"> • Customer –generator shall be solely responsible for obtaining and complying with any and all necessary easements, licenses, and permits, or exemptions, as may be required by any federal, state, local statutes, regulations, ordinances, or other legal mandates. • The Customer-generator shall submit documentation to the City that verifies the Net Metering System has been inspected and approved by the local permitting agency regarding electrical code requirements. • Customer-generator shall not commence parallel operations of the Net Metering System until written approval of the interconnection has been provided by the City. • The Renewable Resource must be IEEE 1547 compliant, UL 1741 listed, and contain an interconnection disconnect device that is manual, lockable, visible, and accessible. 	

Signed (Owner): _____

Date: _____