

FRANCHISES

EXHIBIT "A"

AN ORDINANCE AUTHORIZING CLINTON COUNTY ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAIN A SYSTEM FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRIC ENERGY AND POWER IN THE VILLAGE OF HOFFMAN, IN THE COUNTY OF CLINTON, AND THE STATE OF ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON, STATE OF ILLINOIS:

Section 1. There is hereby given and granted to the Clinton County Electric Cooperative, Inc., its successors and assigns, hereinafter referred to as "Grantee," the right, privilege and authority to construct, operate and maintain within the corporate limits of the Village of Hoffman, Illinois, hereinafter referred to as "Village," including those portions of the corporate limits as may be hereafter intended by annexation or otherwise incorporated on or after the passage of this ordinance, an electric light, heat and power system in, along, over, under and across the streets, avenues, alleys and public and private places in the said Village, whether or not vacated by the Village, for the transmission, distribution and sale of electric energy and power, together with the right, privilege and authority to erect, construct, maintain and operate all necessary poles, conductor, wires, conduits and apparatus in, along, over, under and across said streets, avenues, alleys and public and private places for such purposes. This Code does not authorize entry to private property over which the Village does not have authority.

The rights granted hereby shall be limited to territory within the corporate limits of the Village of Hoffman and all territory hereafter annexed or otherwise incorporated on or after the passage of this Code which Clinton County Electric Cooperative, Inc., is or would be entitled to serve by virtue of the provisions of the "Electric Supplier Act", as amended, or a service area agreement entered into between Clinton County Electric Cooperative, Inc., and any other electric supplier pursuant to said act and amendments thereto or otherwise.

Section 2. All poles and other equipment hereafter placed or installed by Grantee shall be so located as not to unnecessarily interfere with any pipes, conduits, sewers, drains, pavements or other public improvements existing at the time of such location, and shall be placed and installed under the direction of such Village official or officials as may from time to time be authorized by the Village to supervise the same.

There shall be no unnecessary obstruction of the streets, avenues, alleys or public paces of said Village in the placing or installation of said poles or other electric apparatus, and after the installation, replacement or repair of such poles or other apparatus, the Grantee shall restore all streets, avenues, alleys and public places to as good a state of repair and condition as existed prior to the making thereof.

Before erecting or installing any poles or apparatus in any street, avenue, alley or other public or private place, the Grantee shall notify the official, or officials, of the Village having charge of the supervision thereof of the location of the proposed poles or apparatus.

The trimming of any and all trees upon or overhanging streets, avenues, alleys and public places necessary to the exercise by the Grantee of the rights granted by this Code shall be done by the Grantee under the supervision of such official or officials as may from time to time be authorized to supervise the same.

Section 3. Upon acceptance by Grantee of this Code as hereinafter provided, and in consideration of the mutual covenants between the Grantee and the Village and other good and valuable consideration receipt of which is hereby acknowledged by the Village and Grantee, the right, privilege, authority and franchise to operate an electric light, heat and power system in said Village as hereinbefore provided, shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date of the passage, approval and, if necessary, its recordation of this Code.

Section 4. No right, privilege, authority or franchise provided for this Code shall become effective until there shall have been filed with the President of said Village the written acceptance of said Code by the Clinton County Electric Cooperative, Inc., executed by its President and attested to by its Secretary.

Such acceptance shall be so filed within thirty (30) days from the date on which this Code shall take effect, and when so filed shall, together with the operation by the Grantee, its successors or assigns, under the terms of this Code, constitute an additional consideration for the rights, privileges, authority and franchise granted hereby.

Section 5. The rights, privileges, authority, obligations and franchise hereby granted shall insure to the benefit of and become the obligations of all successors or assigns to the parties hereto.

Section 6. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed.

Section 7. The Village shall exempt the Grantee and all of its property from any taxes, special taxes, assessments, licenses or rental fees during the term of the ordinance.

Section 8. That the Village hereby agrees to purchase from Grantee the electric power and energy and lighting service which the Village shall require and use for street lighting and other purposes in the Village limits as they exist on the effective date of this Code or as may be extended by annexation or otherwise incorporated, for which the Grantee now is or shall be in the future authorized by this franchise to construct, maintain and operate a system for the transmission, distribution and sale of electric energy for lighting, heating and power purposes.

Grantee shall bill the Village and its residential, commercial, industrial, or other members, or non-members, of the Grantee monthly at its present electric rate schedule which shall be subject to increase or decrease as approved from time to time by the Board of Trustees of Grantee and shall become effective upon billing.

Grantee shall supply Mercury Vapor Street Lighting and/or High Pressure Sodium Street Lighting in the following sizes and at the following rates as per Rate Schedule No. 0007, attached hereto, incorporated herein and by reference made a part of this agreement, subject to rate increases or decreases, as approved from time to time by the Board of Trustees of Grantee, which shall become effective when billed.

175 Watt Mercury Vapor	7,200 Lumens
250 Watt Mercury Vapor	9,800 Lumens
400 Watt Mercury Vapor	17,000 Lumens
100 Watt High Pressure Sodium	8,550 Lumens
150 Watt High Pressure Sodium	14,400 Lumens

Grantee shall provide, free of charge, one street light of the same size and rating for each one ordered installed by the Village.

Grantee shall install and maintain said street lights at no cost to the Village other than those rates shown on the following pages subject to change by the Board of Trustees of the Grantee.

Section 9. That Grantee shall endeavor to maintain adequate and reliable service, but does not guarantee that the supply of electric energy will at all times, be constant, and it is agreed that temporary cessation of Grantee's service hereunder, occasioned by acts of God, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown, or injury to machinery, generation, transmission or distribution line, or other accidents or causes not reasonably within its control, shall not constitute a breach of this contract on the part of Grantee, and Grantee shall not be liable to the Village for any damages resulting from such temporary cessation of service.

(Ord. No. 40; 10-05-94)

**CLINTON COUNTY ELECTRIC COOPERATIVE, INC.
BREESE, ILLINOIS 62230
MUNICIPAL SERVICE
RATE SCHEDULE NO. 0007**

AVAILABILITY

This service classification is available to any city, village or town hereinafter called "municipality" in which the Cooperative is given a satisfactory franchise to render service for a period of not less than **twenty (20) years**, granting cooperative the privilege of occupying the streets, alleys and other public places for the purpose of transmission, sale and distribution of electric service. This schedule is applicable solely for Municipality's own use within said franchised area and is not applicable to resale, standby or auxiliary service.

RATE

FACILITY CHARGE: (No KWHs)	\$11.00 per month
DEMAND CHARGE:	None
ENERGY CHARGE:	
First 2,000 kwh per mo. @ .1063 per kwh	
Over 2,000 kwh per mo. @ .0580 per kwh	

<u>STREET LIGHTING RATES: (unmetered lights)</u>		
Type 2 Fixture	7,000 Lumens, 175 Watt Mercury Vapor	\$8.70 per mo.
Type Fixture	9,800 Lumens, 250 Watt Mercury Vapor	\$9.70 per mo.
Type 3 Fixture	17,000 Lumens, 400 Watt Mercury Vapor	\$12.45 per mo.
Type 4 Fixture	8,500 Lumens, 100 Watt High Pressure Sodium	\$5.30 per mo.
Type 5 Fixture	14,000 Lumens, 150 Watt High Pressure Sodium	\$7.00 per mo.

CONDITIONS OF SERVICE

- (1) Service will be furnished at standard primary or secondary distribution voltage at Cooperative's option.
- (2) The combining of meter readings at different locations, or at different voltages, for billing purposes, is permitted under this service classification where it is impractical, in the opinion of the Cooperative, to meter all service taken by Municipality at a single point.

WHOLESALE POWER COST ADJUSTMENT

Energy charges in the above rate shall be increased or decreased by 0.11 mill per kilowatt hour for each 0.10 mill or major fraction thereof, by which the Cooperative's total wholesale power cost per kilowatt-hour purchased for the preceding month exceeds, or is less than, 68.0 mills per kilowatt-hour.

TAX CLAUSE

The above charges do not include the tax levied under the Illinois Public Utilities Revenue Act. The Seller will add this tax to the bill to determine net charge. The seller may similarly impose upon the consumer any additional applicable taxes levied by taxing authorities.

TERMS OF PAYMENT

The above rates are net, the gross rate being **five percent (5%)** higher. In the event the current monthly bill is not paid within **ten (10) days** from date of bill, the gross rate shall apply.

CONTRACT PROVISION

Service will not be provided by Cooperative under this schedule unless a contract ordinance has been adopted by Municipality authorizing the purchase of service for a term of not less than **twenty (20) years** of the remaining term of any existing electric franchise ordinance. Municipality receiving service under this schedule need not be a member of the cooperative.

EFFECTIVE: 5/15/87

BOARD APPROVED: 2/17/87

DATE AMENDED:

EXHIBIT "B"

AN ORDINANCE AUTHORIZING ILLINOIS POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC UTILITY SYSTEM IN THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON, AND THE STATE OF ILLINOIS THAT:

Section 1. There is hereby given and granted to Illinois Power Company, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the Village of Hoffman (hereinafter referred to as "Municipality"), an electric utility system for the manufacture, transmission, distribution and/or sale of electric energy, together with the right, privilege and authority to erect, construct, install, operate and/or maintain all poles, conductors, wires, cables, conduits, equipment and/or other apparatus as may be necessary or convenient for such system, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places. Municipality further gives and grants to the Company the right, privilege and authority, at all times deemed necessary by the Company, to trim trees, or any portion of said trees, upon, along, over and/or across each and all of such streets, avenues, alleys, bridges, easements, rights of way and/or other public places in such a manner that there shall be proper clearance, in the determination of the Company. Company shall perform such tree trimming according to standards established by the National Arborist Association.

Section 2. All poles, conductors, wires, cables, conduits, equipment and other apparatus erected, placed or installed under this Code shall be located in streets, alleys or avenues wherever practicable so to do, and shall be located, whether on streets, alleys, avenues, bridges, easements, rights of way or other public places as not to interfere unreasonably with travel on such streets, alleys, avenues, bridges, easements, rights of way or other public places.

Section 3. All poles and conduits erected, placed or installed under this Code shall be located as not to unreasonably injure any pavements, drains, sewers, catch basins, water pipes or other like improvements, but should any pavement, drain, sewer, catch-basin, water pipe, or other like improvement be unreasonably injured by such location, the Company shall forthwith repair the damage caused by said injury, at its own expense, to the reasonable satisfaction of Municipality. All overhead conductors, wires and cables shall be installed with sufficient height that will allow the Company to maintain all clearance requirements prescribed by the applicable Rules and Regulations of the Illinois Commerce Commission of the State of Illinois.

Section 4. When any street, avenue, alley, bridge, easement, right of way or other public place, upon which or in which any poles or other property or equipment of the Company are located, shall be graded, curbed, paved or otherwise changed so as to make the resetting of such poles or other property or equipment necessary, the Company shall make such necessary change. Should the Company desire to use conduits, or other similar equipment, the Company shall make application to Municipality for the establishment of permanent grades. Such conduits or other similar equipment shall not be installed until such permanent grades have been established. Municipality agrees to establish promptly such permanent grades upon such application.

Section 5. The rates to be charged by the Company for electric service rendered under this Code shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Code, in the event of conflict herewith, shall govern.

Section 6. As consideration for the rights, privileges and authority given and granted by this Code, so long as the Company during the term hereof shall exercise such right, privilege and authority, the Company shall furnish, free of charge, **sixty percent (60%)** of Municipality's street lighting requirements, utilizing the Company's standard street lighting system, in the Company's service area within Municipality's corporate limits.

Section 7. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Code, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

Section 8. The Company shall defend, indemnify and hold harmless the Municipality from and against any and all claims, damages, liabilities, judgments, costs and expenses of any kind, whether suffered or incurred by the Company or Municipality or some other person, arising out of this Code and by reason of any negligent act or omission of the Company, its officials, employees or agents; provided notice, in writing, is given to the Company together with all information, documents and/or evidence in possession of Municipality, its officials, employees or agents, relating to any such claim and Municipality, its officials, employees or agents, fully cooperates with the Company in defense of such claim.

Section 9. Municipality warrants that it has the authority to grant the rights, privileges and authority herein given and granted to the Company and that it has good and sufficient title to the streets, avenues, alleys, easements, rights of way, bridges and other public places where any poles, conductors, wires, cables, conduits, equipment and/or other apparatus is placed or erected under this Code.

Section 10. All rights, privileges and authority given and granted by this Code are granted for a term of **fifty (50) years** from and after the acceptance of this Code as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Code at least **six (6) months** prior to the expiration of the Initial Term or any Subsequent Term.

Section 11. No right, privilege or authority given or granted by this Code shall become effective until there shall have been filed with the Village Clerk of said Municipality the written acceptance of this Code by the Company. Such acceptance shall so be filed within **ninety (90) days** from the passage of this Code and when so filed, shall, together, with operation by the Company under the terms of this Code, constitute full consideration for the rights, privileges and authority hereby given and granted.

Section 12. All Codes, or parts of Codes, in conflict herewith are hereby repealed effective upon the effective date of this Code.

Section 13. This Code shall be in full force and effect from and after its passage, acceptance and, if necessary, its recordation.

(Ord. No. 41; 06-07-95)

EXHIBIT "C"

REFUSE COLLECTION CONTRACT

This Agreement is made and entered into this 16th day of November, 2011, between the Village of Hoffman, an Illinois Municipal Corporation, herein called "Village" and Big Dawg Disposal, an Illinois Corporation, herein called "Contractor";

WITNESSETH:

WHEREAS, THE Village of Hoffman desires to arrange, for the good of their citizens, and the general welfare of the Village for collection and disposal of refuse, and

WHEREAS, the Village is authorized to enter into such a contract, pursuant to the provisions of the Illinois Municipal Code, **65 ILCS 5/1-1-1, et seq.**, and

WHEREAS, the Village has determined that the Village administers the billing, collection and accounting functions for residential refuse collection.

NOW, therefore, it is agreed by and between the Village and Contractor as follows:

Contractor shall furnish to the Village and its residents, all services for the collection and disposal of refuse under the following terms and conditions.

Contractor shall pickup and dispose of residential refuse in an unlimited amount of 30-65 gallon commercial trash containers, not to exceed 50 pounds per container, one time per week, for each residential unit of the Village. Refuse shall include garbage, trash, and rubbish. Garbage shall be construed as meaning waste resulting from the handling, preparation, cooking and consumption of food.

Bulky items will be picked up on the last scheduled pickup day of each month. Bulky items include: furniture, mattress/box springs, carpet and padding (which is cut into sections not to exceed four (4) feet long and weighing less than 50 pounds).

Contractor is not required to pick up and dispose of large amounts of construction debris such as roofing, siding, lumber or drywall.

Contractor will pick up appliances on the third Friday of each month. However the Village or local resident must call Contractor at least 24 hours prior to pick up day to schedule such pickup.

Contractor is prohibited from taking paints, batteries and tires along with any type of electronic equipment. Electronic equipment includes televisions, computers, monitors, printers, video game console, speakers, DVR's, VCR's and similar electronic equipment.

A Residential Unit is a separate private living quarters of one family unit and apartment duplexes receiving individual Village water billing. All other apartment complexes and small businesses may negotiate their own rates with the contractor.

Contractor will provide the Village 2 – 30 yard roll off boxes for a Spring/Summer cleanup at a date and time agreeable to both the Village and Contractor.

Contractor will provide the Village with 5 – 2 yard containers, emptied one time per week to be placed at the Village's discretion.

The Village will be charged for the services listed above, the following:

Weekly Trash Service

December 1, 2011 – November 30, 2012	\$8.95 per resident/per month
December 1, 2012 – November 30, 2013	\$9.27 per resident/per month
December 1, 2013 – November 30, 2014	\$9.59 per resident/per month
December 1, 2014 – November 30, 2015	\$9.93 per resident/per month
December 1, 2015 – November 30, 2016	\$10.27 per resident/per month

All trash containers must be placed at the curb or adjacent to the street by each household by 6:00 a.m. on your regularly scheduled pickup day.

Contractor observes the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. If the holidays is on or before your scheduled pickup day in the holiday week, your pickup day for that week will be one day late.

Contractor agrees to employ competent, responsible personnel and provide leak proof, covered trucks, adequate for the services to be performed. Contractor also agrees to keep trucks and equipment clean and as odor free as possible. Contractor shall also promptly clean up any leaks and spillage caused by Contractor.

Contractor shall indemnify, save harmless and except the Village, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demand, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants or employees; provided, however that the Contractor shall not be liable any suits, actions, legal proceedings, claims, demand, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the Village, its officers, agents, servants or employees.

Contractor shall not be permitted to assign or transfer its obligations under this contract without written permission of the Village.

This contract shall be in force of the period beginning December 1, 2011 until November 30, 2016. This contract shall renew automatically for successive like periods with a percentage increase agreed upon by both the Village and Contractor unless Village provides written notice to Contractor at least sixty (60) days prior to such expiration date of its desire to terminate the contract.

Contractor shall provide and maintain during the life of the Contract, the following minimum amounts of insurance:

General Liability - \$2,000,000 aggregate/\$1,000,000 per accident or occurrence

Automotive Liability - \$1,000,000 per occurrence

Umbrella Liability - \$2,000,000 per occurrence

Workmen 's Compensation – Statutory Limits

To protect himself, his agents, and his employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operation under the Contract whether such operation be performed by himself or his employees. The policy or policies shall name the Village as additional insured and shall contain a clause that the insurer will not cancel or

decrease the insurance coverage without first giving the Village thirty (30) days' notice in writing, such policy shall be submitted to the Village for its approval on or before the date the Contract is finalized.

In witness whereof, the parties have executed this agreement between the Village of Hoffman, Illinois and Big Dawg Disposal of Pinckneyville, Illinois.

[NOTE: See attached addendum transferring the agreement to Waste Management Inc. in 2013.]

CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Consent to Assignment and Assumption Agreement is made as of the 1st day of April, 2013 by and between Village of Hoffman ("Village") and Waste Management of Illinois, Inc. ("Contractor").

WHEREAS, the Village is a party to a Solid Waste Collection and Disposal Services Agreement beginning December 1, 2011 ("Agreement") with Big Dawg Disposal ("Big Dawg");

WHEREAS, Big Dawg has sold a portion of its assets to Contractor; and

WHEREAS, Contractor desires to assume any and all liabilities of Big Dawg under the terms of the Agreement.

NOW, THEREFORE, the Village and Contractor agree as follows:

1. The Village hereby consents to the assignment by Big Dawg to Contractor of the Agreement.
2. Contractor hereby agrees to assume all obligations under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment and Assumption Agreement as of the date first above written.

Village of Hoffman

By: /s/ Wm. A Guile

Its: Village President

WASTE MANAGEMENT OF ILLINOIS, INC.

By: /s/ Dan Hannah

Its: Municipal Manager