

Title 13
PUBLIC SERVICES

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Chapter 13.01

Use of Groundwater as Potable Water Supply Prohibited

Sections:

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13.01.010 Use of Groundwater as a potable water supply prohibited. Except for such uses or methods in existence before the effective date of this ordinance, the use of, or the attempted use of, groundwater from within the corporate limits of the Village of Rossville, as a potable water supply, by the installation or drilling of wells, or by any other method, is hereby prohibited. This prohibition does not include the Village of Rossville.

13.01.020 Penalties. Any person violating the provisions of this ordinance shall be punished pursuant to Section 1.16.010 for each violation.

*Chapter 13.01 adopted July 18, 2005; Ref Ord # 2005-14
Chapter 13.18 added April 30, 2013; Red. Ord #2013-08*

13.01.030 definitions.

A. "Person" is any individual, partnership, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

B. "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

13.01.040 Repealer. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

13.01.045 Memorandum of Understanding. The Mayor of the Village of Rossville is hereby authorized and directed to enter into a Memorandum of Understanding with the Illinois Environmental Protection Agency (Illinois EPA) in which the Village of Rossville assumes responsibility for tracking all sites that have received a no further remediation determination from the Illinois EPA, notifying the Illinois EPA of changes to this ordinance, and taking certain precaution when siting public potable water supply wells.

13.01.050 Severability. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or any portion not adjudged invalid.

13.01.060 Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

*Chapter 13.01 adopted July 18, 2005; Ref Ord # 2005-14
Chapter 13.01 amended April 17, 2006; Ref Ord # 2006-03
Section 13.01.040 amended April 17, 2012; Ref Ord #2012-01*

Chapter 13.02

Rates and Regulations

Sections:

- 13.02.010 Contract for Utilities Services
- 13.02.020 Liability for Charges
- 13.02.030 Estimated Charge
- 13.02.040 No Free Utility Service
- 13.02.050 Utility Deposits
- 13.02.060 Penalty for violation

13.02.010 Contracts for Utilities Services

A. Customer Accepts Service. The rates, rules, and regulations contained in this chapter shall constitute and be considered part of the contract with every person, company, or corporation who is supplied with utility services from the gas, water and sewer systems and every person, company or corporation hereinafter called a "customer" who accepts and uses utility services shall be held to have consented to be bound thereby.

B. Not liable for Interrupted Service. The department will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular, or defective, or fail from causes beyond its control, or through ordinary negligence of employees, servants, or agents, the Village shall not be liable therefore.

C. Using Services without Paying. Any person who turns on or causes to be turned on a village owned gas or water meter themselves shall be guilty of theft of a utility. Only village utility employees are allowed to turn meters on. Any person not making proper service application to the village and not making the required deposits, who then turns on or causes to be turned on a gas and/or water meter without the village being aware of such, shall be guilty of utility theft.

D. Destroying Property. Any person found guilty of defacing, tampering, injuring or destroying, or in any manner limiting the use or availability of any meter or any property of the utility systems, or erecting signs on the property of the department without permission shall upon conviction for such act, be subject to punishment pursuant to section 1.16.010.

E. Illegal Drugs - Utility Disconnect. Any property known and legally documented as having been used to manufacture, store and/or distribute Methamphetamine or any other dangerous and hazardous illegal drugs may cause Village Authorities to disconnect all utility services. Utility services disconnected pursuant to this section will not be reconnected until the dwelling or structure has been properly and thoroughly cleaned to the satisfaction of the Village of Rossville Authorities or their designee, the Vermilion County Health Department, and the State of Illinois as clean-up-laws may apply and be amended from time to time and all unpaid Village utility bills have been paid in full, plus a fee of \$25.00 and any other expenses incurred in the reconnecting of the utility services. *Cross Reference 8.04.010 Par E 2.*

F. Service Obtained by Fraud. All contracts for utility service shall be made in the name of the firm or corporation, or all adult residents residing in the home and each shall be jointly and severally responsible for payment of utility services. Each adult resident is required to give his or her social security number, date of birth, and telephone number to the Village Office at the time of application for service. A firm or corporation is required to give their tax number to the Village Office at the time of application for service. Attempts to obtain service by the use of other names, different spellings or by substituting other persons or firms will be considered a subterfuge and service will be denied. If service had been discontinued because of nonpayment of bills, or misrepresentation or fraud, that service will be promptly disconnected and the whole or such part of the advanced payment, as may be necessary to satisfy the unpaid obligation shall be retained by the Village and credited to the appropriate account.

G. Failure to Receive Bill. Failure to receive a bill shall not excuse a customer from his obligation to pay within the time specified, should the department be unable to bill a customer for services used during any month, the following billing shall include the charges for services used during the unbilled month. A month shall be considered as that period of approximately thirty (30) days.

H. Request to Discontinue Service. Services shall have been deemed to have been supplied to any property connected to the utility systems during a month unless the customer notifies the Village five (5) days prior to the first day of the new billing month in which the services are to be discontinued.

I. Billing; Utility Shut-Off; Hearing.

1. The utility bills will be sent to customers as close to the first of each month as possible, and will be overdue at midnight on the 19th of the month, or the following working day if the 19th falls on a weekend.

2. Should a bill not be paid by the delinquent date a \$5.00 charge for each service will be added to the bill as a late fee.

3. Utility billing statements shall have printed on the statement:

a. Utility bills are due upon receipt and are delinquent on the 20th of the month.

b. Shut-Off for non payment will be the last Monday of the month.

4. If we still do not receive payment from the customer, then a work order will be written to have their gas and/or water shut off. The only exceptions will be when the Collector and the utility customer have agreed in advance (preferably in writing) to temporary arrangements for payment.

5. Once utility services have been disconnected, the same shall not be again connected or used until all delinquent accounts and bills of service are paid in full, including a fee of twenty five dollars (\$25.00) for each connection of such utility services, plus expenses incurred in the reconnecting of the utility services.

6. Bills which are past due must be brought up to "Paid in full" status within 60 days of becoming delinquent, or they will be given to a collection agency. This excludes people using budget billing who may fall behind temporarily, but have made the required payments in full and in a timely manner.

J. Lien Notice. Whenever an owner's bill for utility services remains unpaid for forty five (45) days after it has been rendered, the Village Collector may file with the County

Recorder of Deeds a statement of Lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Municipality claims a lien for this amount as well as for all charges for utility services served subsequent to the period covered by the bill.

The failure of the Collector to record such lien or to mail such notice, or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid utility bills as mentioned herein.

K. Foreclosure of Lien. Property subject to a lien for unpaid utility charges may be sold for non-payment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the course in the foreclosure of statutory liens. Such foreclosure shall be by bill-in-equity in the name of the Village. The Village Attorney is hereby authorized to institute such proceedings in the name of the Village in any court having jurisdiction over such matters, against any property for which the owner's bill for utility services has remained unpaid sixty (60) days after it has been rendered.

L. Under the provisions of Chapter 13.02.010. when invoked by the Village, a customer shall, in addition to all of the utility charges and penalties provided for in the Revised Code of Ordinances, be required to pay the reasonable attorneys fees and filing fees incurred by the Village as a result of preparing and filing such lien, with such fee to be set from time to time by ordinance of the Village Board, with such fee now determined and actual cost which will compensate the Village for attorney fees and expenses of filing a lien notice. Upon payment of the utility services specified in said lien notice, and the fees herein assessed, the Village shall submit to the customer a release of lien and it will be the customer's obligation to record the same and pay for the recording fees on the same.

13.02.020 Liability for Charges. The user of Village services including water, gas, and sewer, shall be liable for the payment of such services in a timely and responsible manner.

13.02.030 Estimated Charge. Whenever any meter, by reason of its being out of repair, or from any cause, fails to properly register the utilities passing through the same, the consumer shall be charged the average charge of the previous 3 months usage. If no record of the previous three months exists, then it shall be the duty of the Collector to estimate the amount of utilities consumed during the time the meter fails to operate, and the consumer shall be charged with such estimated amount. Bills may be estimated whenever it is impossible to read the meters during inclement weather.

13.02.040 No Free Utility Service. No free utility service shall be furnished to any person, public, or private, and all rates and charges shall be non-discriminatory, provided that the Mayor and Village Board reserve the right to impose special rates and charges in cases where particular circumstances render the regular rates inadequate or unjust. (Exception; certain Village Employees, may receive some free water bills as well as a few retirees as determined by Village Ordinance as follows:

That effective with the April 30, 2012 water billing, all legally chartered, not for profit, "Churches or Temples", will no longer be given free unlimited water per month, but will be given 5000 gallons per month at no water rate charge, the same as the VIP consumption and rate given to employees. All water metered over the 5000 gallons will be at the water rate in effect. They shall pay a service charge, at the water rate in effect, per month to cover the cost of reading and maintaining the meter as shall all "VIP" water customers who receive the 1st 5000 gallons at no charge.

All full time Village Employees residing within the corporate limits of Rossville, shall be entitled to VIP rates, which is the 1st 5000 gallons of water free, plus a monthly service charge, at the current rate to be added, the same as with the religious institutions (one VIP service per institute).

All retirees who had been employed or served in an appointed capacity for 20 consecutive years for the Village of Rossville

*Section 13.02.040 amended Apr.21, 2014 Ref Ord # 2014-04
Section 13.02.040 amended Sept 18, 2006; Ref Ord # 2006-19
Section 13.02.040 Amended April 23, 2011R Ref Ord. #2012-01*

shall pay a monthly service charge, at the rate in effect, and thereafter, be entitled to free water service for the remainder of that person's natural life, so long as they reside within the corporate limits of Rossville. If the retiree should move away from Rossville, then this perk shall immediately cease, and shall not be reinstated if the retiree returns to Rossville to live at a later date. Upon the employee's or appointees' death, this benefit ceases at the end of the month that the recipient dies and the free water perk does not pass on to surviving spouse or any other family member.

13.02.050 Utility Deposits.

A. Residential. Rental or contract for deed customer(s) must complete an application for utilities including granting permission to the Village to obtain their credit report(s). Application will consist of names of all adults that will be residing in the property, Social Security numbers, phone numbers. Each adult applicant will be jointly and severally liable for all utilities at the address they are requesting utilities. Name, address, phone number of each employer and permission to contact employer(s) are required. All applicants for which the service is requested shall deposit the following amounts:

Water: \$50.00

Sewer \$25.00

Gas: \$150.00 minimum. The following items will be considered when determining a natural gas deposit:

1. Credit report(s) will be a factor
2. History of the utility usage for the property that is being rented or sold on contract will also be a factor.
3. FICO scores will be a factor.

The collector will use all factors when making the determination of the deposit amount.

FICO Scores:

0-620 Poor	Score of 4
621-690 Fair	Score of 3
691-779 Good	Score of 2
780-850 Excellent	Score of 1

Credit report scoring: 1 -4 with 1 being excellent and 4 being poor. (Determined by collector) Credit report showing a collection(s) for unpaid utility bills will automatically be given a credit report score of 4.

History of utility usage at property: Score of 1 to 5. 1 being low usage and 5 being high usage.

\$ 0.00 - 150.00/mo	Score of 1
151.00 - 250.00/mo	Score of 2
251.00 - 325.00/mo	Score of 3
326.00 - 400.00/mo	Score of 4
401.00 and over	Score of 5

A combined score of:

3 would be a gas deposit of	\$150.00 (minimum)
4 would be a gas deposit of	175.00
5 would be a gas deposit of	200.00
6 or 7 would be a gas deposit of	250.00
8 or 9 would be a gas deposit of	300.00
10 or 12 would be a gas deposit of	350.00
13 would be a gas deposit of	400.00

Federal Housing Apartments: Minimum \$150.00 and maximum of \$200.00

B. A cosigner may be used in lieu of the required deposit providing the co-signer is a Rossville Resident and property owner a minimum of two years and in good standing with the Rossville Utilities Departments. The co-signer must sign an agreement with the Village guaranteeing the utility payments of the applicant.

C. The landlord/owner selling on contract or renting, may leave the utilities in his/her name. This would eliminate the need for a deposit from the applicant.

D. In the event the consumer's deposit has to be utilized to cover the fees and charges for water and/or gas system service more than one time during a calendar year, then the Village Board may establish a larger deposit.

E. Security for Payment. The deposits made under the provisions of this Chapter shall be held by the Village as security for the payment of utility services used by the applicant upon the premises to which his application pertains, and may be so applied when any default is made in the payment in the utilities bill in accordance with this Chapter.

Any customer who has paid all amount due within the specified period for a period of two (2) years shall, upon application to the Village be refunded his deposit, without interest.

13.02.060 Penalty for violation. Any person violating any of the provisions of this chapter shall become liable to the Village for any expense, loss, or damage, occasioned the village by reason for such violation, and in addition to punishment provided for in Section 1.16.1010.

Chapter 13.03

Identity Theft Prevention Program

The municipal utilities have been charged with creating and implementing an Identity Theft Prevention Program, pursuant to the Fair and Accurate Credit Transactions Act of 2003 ((15 U.S.C. §1681s(a)(1)), and by Federal Trade Commission rule (16 C.F.R. §681). The President and Board of Trustees have reviewed and approved the Identity Theft Prevention Program for the Village's municipal utilities (attached Exhibit 1) with this ordinance, and as required by 16 C.F.R. §681.2(e)(1).

Sections:

- 13.03.010 Introduction
- 13.03.020 Identification of Red Flags
- 13.03.030 Detection of Red Flags
- 13.03.040 Preventing and Mitigating Identity Theft
- 13.03.050 Updating the Program and the Red Flags
- 13.03.060 Program Administration

13.03.010 Introduction. A. The Village of Rossville, Gas, Water & Sewer Utilities have developed this identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003, pursuant to 16C.F.R. §681.2. This Program is designed to detect, prevent, and mitigate Identity Theft in connection with the opening and maintenance of certain utility accounts. For purposes of this Program, "Identity Theft" is considered to be "fraud committed using the identifying information of another person" The accounts addressed by the Program, (the "Accounts"), are defined as:

A. A continuing relationship the Utility has with an individual through an account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and

B. Any other account the Utility offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the Utility from Identity Theft.

C. This Program was developed with oversight and approval of the president and Board of Trustees of the Village of

Rossville, Vermilion County, Illinois. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, the President and Board of Trustees of the Village of Rossville, have determined that this Program was appropriate for the gas, water & sewer utilities and therefore approved this Program on November 17, 2008.

13.03.020 Identification of Red Flags. A. A "Red Flag" is a pattern, practice, or specific activity that indicates the possible existence of identity Theft. In order to identify relevant Red Flags, the Utility considered risk factors such as the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with identity theft. The utility identified the following Red Flags, in each of the listed categories:

A. Notifications and warnings from Consumer Reporting Agencies.

Note: A utility will likely only have a listing in this category if it reports to or obtains information from consumer reporting agencies.

Possible Red Flags for this category include:

1. A fraud or activity alert is included with a consumer report;
2. Receiving a report or notice from a consumer reporting agency of a credit freeze;
3. Receiving a report of fraud with a consumer report; and
4. Receiving indication from a consumer report of activity that is inconsistent with a customer's usual pattern or activity.

B. Suspicious Documents.

Possible Red Flags for this category include:

1. Receiving documents that are provided for Identification that appear to be forged or altered.
2. Receiving documentation on which a person's Photograph or physical description is not consistent with the person presenting the documentation.

3. Receiving other documentation with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and

4. Receiving an application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information.

Possible Red Flags for this category include:

1. A person's identifying information is inconsistent with other sources of information (such as an address not matching an address on a consumer report or a SSN that was never issued);

2. A person's identifying information is inconsistent with other information the customer provides (such as inconsistent SSN's or birth dates);

3. A person's identifying information is the same as shown on other applications found to be fraudulent;

4. A person's identifying information is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);

5. A person's SSN is the same as another customer's SSN;

(f) A person's address or phone number is the same as that of another person;

(g) A person fails to provide complete personal identifying information on an application when reminded to do so; and

(h) A person's identifying information is not consistent with the information that is on file for the customer.

D. Unusual Use of or Suspicious Activity Related to an Account.

Possible Red Flags for the category include:

1. A change of address for an account followed by a request to change the account holder's name or add other parties.

2. A new account is used in manner consistent with fraud (such as the customer failing to make the first payment, or making the initial payment and no other payments);

3. An account being used in a way that is not consistent with prior use (such as late or no payments when the account has been timely in the past);

4. Mail sent to the account holder is repeatedly returned as undeliverable;

5. The utility receives notice that a customer is not receiving his paper statements; and

6. The utility receives notice that an account has unauthorized activity.

Note: Based on discussions with utility representatives, other red flags in this category may include breaches in a utility's computer system, unauthorized access to or use of customer account information; and a utility's plans to take steps with certain data it maintains that contains customer information (i.e. destroying computer files).

E. Notice regarding possible identity theft.
Possible Red Flags for this category include:

1. The utility receives notice from a customer, an identity theft victim, law enforcement or any other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.

Note: The red Flags given as examples both here and in Appendix A to the FTC Red Flag rule should not be considered a complete list of Red Flags, but only examples of possible Red Flags for your system.

13.03.030 Detection of Red Flags.

A. In order to detect any of the Red Flags identified above with the opening of a new account, Utility personnel will take the following steps to obtain and verify the identity of the person opening the account:

Steps can include:

1. Requiring certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, SSN, driver's license or other identification;

2. Verifying the customer's identity, such as by copying and reviewing a driver's license or other identification card;

3. Reviewing documentation showing the existence of a business entity; and

4. Independently contacting the customer.

B. In order to detect any of the Red Flags identified above for an existing account, utility personnel will take the following steps to monitor transactions with an account:

Steps can include:

1. Verifying the identification of customers if they request information (in person, via telephone, via facsimile, via email);

2. Verifying the validity of requests to change billing addresses; and

3. Verifying changes in banking information given for billing and payment purposes.

10.03.040 Preventing and Mitigating Identity Theft.

A. In the event utility personnel detect and identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:

Steps can include:

1. Continuing to monitor an account for evidence of identity theft;

2. Contacting the customer;

3. Changing any passwords or other security devices that permit access to accounts;

4. Reopening an account with a new number;

5. Not opening a new account;

6. Closing an existing account

7. Notifying law enforcement

8. Determining that no response is warranted under the particular circumstances; or

9. Notifying the program administrator (as defined below) for determination of the appropriate steps(s) to take.

Note: Because a utility will not be able to predict particular circumstances that may arise, this section may be modified to show a range of possible responses and identifying one or more persons who will be responsible within the utility for determining what response is appropriate in a circumstance. For example, if the utility receives notice that its system has been compromised such that a customer's personal information has become accessible, the utility would likely, at a minimum, notify the customer and change passwords. If the utility receives notice that a person has provided inaccurate identification information, the appropriate response may be to close the account and contact law enforcement. If the utility notices late payments on an account that has been regularly paid, and determines the resident has been incapacitated, no action may be warranted.

B. In order to further prevent the likelihood of identity theft occurring with respect to utility accounts, the utility will take the following steps with respect to its internal operating procedures:

The steps are not outlined in the FTC's Red Flag Rule, but possible steps may include:

1. Providing a secure website or clear notice that a website is not secure;
2. Ensuring complete and secure destruction of paper documents and computer files containing customer information, including documentation of such destruction;
3. Ensuring that office computers are password protected and that computer screens lock after a set period of time;
4. Requiring only the last 4 digits of SSN's on customer applications;
5. Limiting access to accounts to only employees that require access;
6. Prohibiting account information to be written on sticky pads or note pads;
7. Ensuring that computer screens are only visible to the employee accessing the account; and
8. Requiring customers to authenticate addresses and personal information, rather than account representatives asking if the information is correct.

13.03.050 Updating the Program and the Red Flags.

A. This program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the utility from identity theft. At least once per year, the program administrator will consider the utility's experiences with identity theft situation, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the utility maintains and changes in the utility's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of red flags, are warranted. If warranted, the Program Administrator will present the President and Board of Trustees with his or her recommended changes and the President and Board of Trustees will make a determination of whether to accept, modify, or reject changes to the program.

Note: A utility's program may also authorize the Program Administrator to adopt program changes.

13.03.060 Program Administration.

A. Oversight. The utility's program will be overseen by a Program Administrator. The Program Administrator shall be: The Utilities Collector or the Mayor. The Program Administrator will be responsible for the Program's administration, for ensuring appropriate training of utility staff on the program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances, reviewing and, if necessary, approving changes to the Program.

B. Staff Training and Reports. Utility staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Such training will be sufficient to effectively implement the program.

C. Service Provider Arrangements. Accounts, the utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. These steps may include:

1. Requiring, by contract, that service providers have such policies and procedures in place;
2. Requiring, by contract, that service providers review the utility's program and report any red flags to the program Administrator.

Chapter 13.04

WATER REGULATIONS

Sections:

- 13.04.010 Connections--Permit required.
- 13.04.020 Connections--Expense--Supervision, inspection and approval of work.
- 13.04.030 Connections--Application for permit--Fees.
- 13.04.040 Turning on Service--subject to compliance with plumbing requirements.
- 13.04.050 Turning on service--Plumbing fixtures and installation to comply with National Plumbing Code.
- 13.04.060 Turning on service--Unauthorized work prohibited.
- 13.04.070 Meters--Required--Location.
- 13.04.080 Meters--Required prior to turning on service.
- 13.04.090 Meters--Reading.
- 13.04.100 Meters--Testing.
- 13.04.110 Rates and charges--Established.
- 13.04.115 General Provisions
- 13.04.120 Resale or distribution restricted.
- 13.04.125 Theft of utilities
- 13.04.130 Penalty for violation
- 13.04.135 Appeals
- 13.04.140 Definitions

13.04.010 Connections--Permit required. No connections with any village water main shall be made without a permit being issued by the village and twenty-four hours' notice having been given to the village water superintendent.

13.04.020 Connections--Expense--Supervision, inspection and approval of work. All such connections and work shall be made at the expense of the applicant who shall also furnish materials necessary for such work. All such connections shall be done by the applicant under the supervision of the village water superintendent. No such connections shall be covered

until the work has been inspected and approved by the village water superintendent.

13.04.030 Connections--Applications for permit--Fees. Applications for connection to the Rossville water supply shall be made to the village collector. Such application shall contain an agreement by the applicant to accept and abide by all the provisions of this chapter. A fee of five hundred dollars (\$500.00) shall be paid for each new service prior to connection. This minimum fee shall cover the cost of material, labor, trenching, backhoe and meter/meter pits up to a maximum of 60 feet. Any additional footage required shall be at a per foot cost to be determined by the water chairman, and the Village Superintendent with approval of the Board of Trustees.

Service connections are limited to one (initial service) per property. Any additional service connections will be at a per cost basis, covering meter/meter pits, all materials, and labor. A minimum fee being \$500.00.

13.04.040 Turning on service--Subject to compliance with plumbing requirements. No water from the village water supply shall be turned on for service in any premises in which the plumbing does not comply with this chapter and other ordinances of the village; provided, however, water may be turned on for service for the purpose of construction work in any unfinished building, subject to the provisions of this chapter.

13.04.050 Turning on service--Plumbing fixtures and installation to comply with National Plumbing Code. All plumbing fixtures and methods of installation in any premises to be serviced shall comply with the requirements of the latest edition of the Illinois Plumbing Code, the latest edition prior to the passage of this ordinance being published in December, 1993.

A. If in accordance with the Illinois Plumbing Code or judgment of the water superintendent, an approved backflow prevention device is necessary for the safety of the public water supply, the water superintendent will give notice to the customer, to install at his own expense,

An approved device at a location and in a manner in accordance with the Illinois Plumbing Code and applicable local regulations and shall have inspections and tests made of such approved devices upon installation as required by the Illinois Plumbing Code.

B. It is unlawful for any person, firm or corporation to establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the village can enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the superintendent of water and the Illinois Environmental Protection Agency (IEPA).

C. It shall be the duty of the superintendent of water to cause surveys and investigations to be made of industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every two years, or as often as the superintendent of water shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five years.

D. The approved cross-section control device inspector shall have the right to enter at any reasonable time any property served by a connection of the public water supply or distribution system of the village for the purpose of verifying the presence or absence of cross-connections, and that the water superintendent or his authorized agent shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the village for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand the owner, lessee or occupants of any property so served shall furnish to the water superintendent any information, which he may request regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within discretion of the water superintendent, be deemed evidence of the presence of improper connections as provided in this ordinance.

E. The superintendent of water of the village of Rossville is authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this ordinance is known to exist, and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this ordinance, and until a reconnection fee of fifty dollars is paid to the village. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection with verbal notice can be affected when the water superintendent is assured that imminent danger of harmful contamination of the public water supply system exists. Immediate disconnection without any notice to any party can be affected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the water superintendent or the IEPA, such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither the public water supply, the superintendent of water, or its agents or assigns shall be liable to any customer for any injury, damages, or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination was with or without notice.

F. The customer responsible for back siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of clean-up of the potable water supply system.

13.04.060 Turning on service--Unauthorized work prohibited. No water from the village water supply shall be turned on for

service in any premises by any person but the village water superintendent or some person authorized by him to perform this service.

13.04.070 Meters--Required--Location. All premises using the village's water supply must be equipped with an adequate water meter approved and furnished by the village but paid for by the customer. Such water meter shall be installed in a location, which shall be of easy access and shall remain the property of the village.

13.04.80 Meters--Required prior to turning on service. No premises shall be occupied and no water from the village water supply shall be turned on for service until and unless such water meter is installed as required in Section 13.04.070; provided, however, water service may be supplied by the village until such water meter can be installed upon application therefore made in writing to the village which shall contain an agreement by the applicant to pay for such water service at a flat rate of charge to be determined by the village.

13.04.90 Meters--Reading. The village water superintendent shall read or cause to be read every such water meter at such times as are necessary in order that the bill for such water service may be mailed at the proper time.

13.04.100 Meters--Testing. Upon complaint of the party using the water from the village's water supply and payment of a fee to be set by the Board of Trustees, the Village may remove and test such water meter. If, after testing, such water meter is not within three percent (3%) of being accurate, such water meter may be repaired or replaced by the Village, and the fee charged may be returned to the complaining party.

13.04.110 Rates and charges--Established. All property upon which any building or structure has been or may hereafter be constructed or improved having a connection with any water mains or pipes which now exist or which hereafter may be constructed and used in connection with the village's water system shall pay the rates and charges for the use of the

village's water supply as determined by the board of trustees. The adequacy of the water service charge shall be reviewed, not less often than annually, by Certified Public Accountants for the Village of Rossville in their annual audit report. The water service charge shall be revised periodically to reflect a change in local capital costs or O, M & R costs.

13.04.112 Service Discontinued and Renewal Thereof.

The Village reserves the right to discontinue water service to any premises on account of non-payment of charges or where the owner or tenant of such premises has been found guilty of violation of any of the provisions of this Chapter. The Village agrees to discontinue water services to any uninhabited premises upon written, notarized request of the property owner. The Village, in discontinuing water service, has the option to remove or shut off the meter to such premises.

A property owner seeking restoration of water service shall contact the Village as for a new service. Water service shall not be restored unless the Village has been paid

- (A) All delinquent water charges or otherwise provided for payment.
- (B) All monthly facility charges while the service was discontinued, but not to exceed twelve (12) months and reconnection fee. The reconnection fee is fifty dollars (\$50.00) if the meter has been removed. If the meter has been simply shut off. The reconnection fee is twenty five dollars (\$25.00).

13.04.115 General Provisions.

A. Revenues: All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. All such revenues and moneys shall be held by the Village treasurer separate and apart from his private funds and separate and apart from all other funds of the Village treasurer not more than ten days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the President and Board of Trustees. The Village treasurer shall receive all such revenues from the water system and all other funds and moneys incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Water Fund of the Village." Said treasurer shall

*Section 13.04.115 adopted Nov 19, 2007; Ref Ord #2007-28
Section 13.04.112 adopted Jan.16, 2018; Ref Ord #2018-01*

administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act," effective January, 1942.

B. Accounts: The Village treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the water system. In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the water facilities, including a replacement cost. The financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the water plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of non-metered users.

C. Access to Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the Village which are applicable to the Village system of user charges for the purpose of making audit, examination, excerpts and transcripts thereof to insure Compliance with the terms of the Loan Agreement and Rules or any State Loan.

13.04.120 Resale or distribution restricted. Except in case of emergency, no water shall be resold or distributed by the recipient of the village's water supply to any premises other than that for which application has been made and meter installed. Sale of hydrant water for agriculture or other reoccurring use may be authorized only by the Mayor, or Board of Trustees. The fee for hydrant water shall be \$200.00 per year for up to 60,000 gallons, payable in advance. The Mayor

and water chairman may establish a different fee for special events or one time uses. This fee will be payable in advance along with a deposit of \$75.00 for the use of the hydrant wrench. Deposit will be refunded when the hydrant wrench is returned.

13.04.125 Theft of Utilities.

A. Theft of Utilities. It is a violation of this section if a person connects a hose, pipe, or other apparatus from one home/business to another and uses water from the hose or pipe with or without the consent of the home/business supplying the water.

1. It is a violation for any person, business or entity to connect a pipe or hose or any other apparatus from the Villages water line directly to the customer line after the water meter has been removed, or turning on the water meter after it has been shut off for non payment of utilities. Only the Village officials have the right to turn on, off, or remove a water meter.

2. It is a violation for any person, business, or entity to open, tamper with or obtain water from a fire hydrant without the express written permission from the Mayor or Board of Trustees & Water Superintendent.

B. Tampering with Water Lines. It is a violation of this section for any person, business, or entity to tamper with any water lines, mains, hydrants, water meters, wells, pipes, or equipment belonging to the Village of Rossville. Tampering with water lines owned by the Village could be

“Theft of Utilities” or could cause contamination, which could be harmful to the health, welfare, and safety of the people of Rossville.

C. Sale of Water Prohibited. A person(s) who obtains water as in the above methods for the purpose of avoiding paying utility bills to the Village or who have had their utilities shut off for non-payment of bills are in violation of this section. A person(s) who allows a hose, pipe or other apparatus, to be connected to their home or business if they have knowledge of the illegal connection is also guilty of violating this section.

D. Exception. During new construction, a home or business may allow the contractor, to use water from a nearby home/business until the new water service can be installed in the newly constructed home/business. This connection may only be done with the written consent of the Mayor or Board of Trustees and Water Superintendent.

E. Penalties for violation. Any person in violation of this Section shall be punished in accordance with Section 1.16.010 of these ordinances.

13.04.130 Penalty for violation. Any person violating any of the provisions of this chapter shall become liable to the village for any expense, loss, or damage, occasioned the village by reason of such violation, in addition to punishment pursuant Section 1.16.010.

Sections 13.04.040, 13.04.130, 13.04.140, 13.04.160 deleted Sept 17, 2001; Ref Ord # 2001-14
Sections 13.04.040 thru 13.04.130 numbers reassigned Sept 17,2001 Ref Ord # 2001-14
Section 13.04.125 adopted July 18, 2005; Ref Ord No. 2005-15
Section 13.04.130 amended Aug 19, 2002; Ref No. 2002-12
Section 13.04.135 adopted Nov 19, 2007; Ref Ord # 2007-28

13.04.135 Appeals. The method for computation of rates and service charges established for user charges shall be made available to a user within 7 days of receipt of a written requires for such. Any disagreement over the method used or in the computations there of shall be remedied by the Village Water Committee within 30 days after notification of a formal written appeal outlining the discrepancies.

13.04.140 Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- A. Federal Government:
 - 1. "Federal Act" means the Federal 1996 Safe Drinking Water Acts Amendments.
 - 2. "Administrator" means the Administrator of the U.S. Environmental Protection Agency.
- B. State Government:
 - 1. "State Act" means the Illinois Anti-Pollution Bond Act of 1970.
 - 2. "Director" means the Director of the Illinois Environmental Protection Agency.
 - 3. "State Loan" shall mean the State of Illinois participation in the financing of the construction of water works as provided for by the Illinois Anti-Pollution Bond Act and for making such loans as filed with the Secretary of State of the State of Illinois.
- C. Local Government:
 - 1. "Ordinance" means this ordinance.
 - 2. "Village" means the Village of Rossville.
 - 3. "Approving Authority" means the Water Committee of the Village of Rossville Board of Trustees.
- D. General:
 - 1. "Person" shall mean any and all persons, natural or artificial including any individual, firm, company, municipal, or private corporation, association, society, institution, enterprise, governmental agency or other entity.
 - 2. Clarification of word usage: "Shall" is mandatory; "may is permissible.
- E. Water and its characteristics:
 - 1. "ppm" shall mean parts per million by weight
 - 2. "Milligrams per Liter" shall mean a unit of the concentration of water constituent. It is 0.001g of the constituent in 1,000 ml of water. It has replaced the unit

formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water analysis.

3. "pH" shall mean the logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA division of Laboratories Manual of Laboratory Methods.

4. "Curb Cock" shall mean a shutoff valve attached to a water service pipe from a water main to a building installed near the curb, which may be operated by a valve key to start or stop flow in the water-supply lines of a building. Also called curb stop.

5. "Easement" shall mean an acquired legal right for the specific use of land owned by others.

6. "Service Box" shall mean a valve box used with corporation or curb cock.

F. Type of Charges:

1. "Water Service Charge" shall be the charge per quarter or month levied on all users of the water facilities. The service charge shall be computed as outlined and shall consist of the total of the Basic User charge and the Local Capital Cost if applicable.

2. "User Charge" shall mean a charge levied on users of water works for the cost of operation, maintenance, and replacement.

3. "Basic User Charge" shall mean the basic assessment levied on all users of the public water system.

4. "Debt Service Charge" shall be the amount to be paid each billing period for payment of interest, principal and coverage of loan outstanding.

5. "Capital Improvement Charge" shall mean a charge levied on users to improve, extend or reconstruct the water works.

6. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

7. "Useful Life" shall mean the estimated period during which the water works will be operated.

8. "Water Fund" is the principal accounting designation for all revenues received in the operation of the water system

Chapter 13.08

SEWER CONNECTIONS

Sections:

13.08.010 Connection to sanitary-storm sewer system unlawful.

13.08.020 Penalty for violation of Section 13.08.010.

13.08.030 Fee for connection.

13.08.010 Connections to a sanitary-storm sewer system unlawful. It shall be unlawful for any person to connect to the village sanitary sewer system or the village storm sewer system.

13.08.015 SEWER SERVICE DISCONTINUED AND RENEWAL THEREOF

The Village reserves the right to discontinue sewer service to any premises on account of non-payment of charges or where the owner or tenant of such premises has been found guilty of a violation of any of the provision of this Chapter. The Village agrees to discontinue water service to any premises upon written, notarized request of property owner.

A property owner seeking restoration of service shall contact the Village. Water service shall not be restored unless the Village has been paid:

- (1) All delinquent sewer charges or otherwise provided for payment.
- (2) All monthly facility charges while the service was discontinued, but not to exceed twelve (12) months.

13.08.020 Penalty for violation of Section 13.08.010. The penalty for violation of this chapter shall be pursuant to Section 1.16.010. Each day considered a separate offense until the violation is corrected.

13.08.030 Fee for connection. A sum of two hundred-fifty dollars payable to the village clerk, prior to connection, is required for a permit, inspection fee and sewer connection to the village sewer system.

Section 13.08.015 amended January 15, 2018; Ref Ord No. 2018-01
Sections 13.08.010 & 13.08.020 amended August 15, 1994; Ref. Ord No. 94-50
Section 13.08.020 amended Aug 19, 2002; Ref No 2002-12
Section 13.08.030 amended August 15, 1994; Ref. Ordinance No. 94-50.

Chapter 13.10

STORMWATER UTILITY

Sections:

- 13.10.010 Establishment of a Stormwater Utility and a Stormwater Fund
- 13.10.020 Definitions
- 13.10.030 Scope of Responsibility for the Stormwater Utility
- 13.10.040 Determination of Service Charges
- 13.10.050 Stormwater Utility Fee
- 13.10.060 Service Charges Billed in Common
- 13.10.070 Billing and Collection
- 13.10.080 Appeals

13.10.010 Establishment of a Stormwater Utility and a Stormwater Fund:

- A. The Village hereby establishes a stormwater utility to provide for the management, protection, control, regulation, use and enhancement of the stormwater systems and to facilities owned or operated by the Village.
- B. The management and supervision of the stormwater utility shall be under the direction of the Village Superintendent.
- C. The Village hereby established a stormwater fund. All revenues of the stormwater utility shall be deposited into the stormwater fund and used for purposes of the stormwater utility as deemed appropriate by the Village Board.

13.10.020 Definitions;

NPDES or National Pollutant Discharge Elimination System: The national permitting program implemented under the clean water act.

Stormwater System; a conveyance system of conveyances and includes sewers, storm drains, curbs, gutters, ditches, retention ponds or basins, dams, waterway impoundments, man-made channels are storm drains and flood control facilities and appurtenances thereof which is designed or used for the collection, control, transportation, treatment or discharge of stormwater.

13.10.030 Scope of Responsibility for the Stormwater Utility

The stormwater utility shall be responsible for the operation, maintenance, management and improvement of the stormwater system owned by the Village including all activities required by the NPDES stormwater permit.

13.10.040 Determination of Service Charges

Stormwater service charges are established by the Chapter and the revenue generated by stormwater services charges together with any other sources of revenue that may be made available to the stormwater utility will be sufficient to meet the obligations of the stormwater utility.

13.10.050 Stormwater utility fee.

The amount of the stormwater utility fee shall be follows:

- A. Commencing on May 1, 2014 and continuing thereafter, stormwater utility service charges shall hereby be imposed on all parcels shall be based upon monthly. Or any portion thereof. The owner of the parcel, any occupant thereof shall be jointly and severally liable to pay for the charges to such parcel.
- B. A monthly flat fee of \$5.50 per customer. The fee will be added to monthly utility bills as a separate and dedicated funding source

13.10.060 Service Charges Billed in Common

The stormwater charge of the billed on a common statement and collected along with gas, water and sewer system charges.

13.10.070 Billing and Collection

- A. Billing for stormwater sewers service charges shall be rendered by the finance department on a monthly basis.
- B. When stormwater service charges are not paid on or before the due date stated on the bill, a penalty of \$5.00 (five dollars) shall be added. Failure to receive a bill does not entitle the owner or customer to a remission of penalty.
- C. Written notice must be given by parcel owner or authorized agent if it is desired that the bills be forwarded to any other address than parcels water customer address.
- D. In the event that the Village deems it necessary to refer past-due stormwater service charges to the village attorney or a collection agency for collection, the Village may additionally recover its actual

expenses so incurred, including court costs, collection agency fees and reasonable attorney's fees.

E. A stormwater bill shall be considered delinquent if it remains unpaid after the 19th day of the month it is due.

13.10.80 Appeals Any customers who believes the provisions of this chapter have been applied in error may appeal in the following manner:

A. An appeal must be filed in writing with the Village Superintendent. In the case of service charges appeals, the appeal shall includes a survey prepared by registered land survey or for professional engineer containing information on the total property area, impervious surface area, and any stormwater management features, such as detention ponds or conditions which influence the hydrologic response of the property to rainfall events.

B. Using information provided by the appellant, the Village Superintendent shall conduct a technical review of the conditions on the property and respond to the appeal in writing within 60 days.

C. In response to an appeal, the Village Clerk adjusts the stormwater service charge and any late payment penalties applicable to a property in conformance with the general purpose and intent of this chapter.

D. The decision of the Village Superintendent that it is adverse to an appellant may be appealed to the Village Mayor within 30 days of receipt of notice of the adverse decision. The appeal must be filed in writing with the Village Mayor by the appellant and include a detailed explanation of the grounds for the appeal the Village Mayor shall issue a written decision on the appeal within 60 days that shall be final.

Chapter 13.12

SANITARY AND INDUSTRIAL WASTE

Sections:

13.12.010 Discharge of waste water prohibited in certain sewers.

13.12.010 Discharge of waste water prohibited in certain sewers. The discharge of sanitary and industrial waste water into the storm sewers used by the state as a part of their improvement in the village (known as F.A. Route 1, S.B.I., Illinois Route 1, State Section [48, 48z-2] RS) is prohibited.

Chapter 13.16

MUNICIPAL GAS DEPARTMENT

Sections:

- 13.16.010 Gas revenue tax imposed.
- 13.16.020 Cost of Gas
- 13.16.025 Service Discontinued and Renewal Thereof
- 13.16.030 Requirements for connecting to gas system--
Fees charged.

13.16.010 Gas revenue tax imposed. A five percent gas revenue tax shall be imposed on all gas purchased from the village municipal gas system.

13.16.020 cost of Gas. There shall be a flat fee customer charge for residential service, plus gas charge from therm 1 to be determined by the gas chairman and mayor. Any increase or decrease in the cost of gas purchased by the Village from its gas supplier may be reflected in a change in the Village gas rates to its customers.

13.16.025 Service Discontinued and Renewal Thereof. The Village reserves the right. at any time, to refuse any gas tap or service connection with the natural gas system of the Village whenever the Village Board shall determine that the supply of natural gas to the Village is insufficient.

The Village may elect at any time it deems proper that all future gas tap or service connection with the natural gas system of the Village shall be on a limited or restricted basis. The Village, in that event, may issue orders for gas tap or service connection for space heating. Any person, firm or corporation to whom a restricted order for gas tap or service connection has been issued is thereby expressly prohibited from using such gas tap or service connection with the natural gas system of the Village shall be on a limited or restricted basis. The Village, in that event, may issue orders for gas tap or service connection for space heating. Any person, firm or corporation to whom a restricted order gas tap or service connection has been issued is thereby expressly prohibited from using such gas tap or service connection for space heating.

No customer of the natural gas system of the Village shall install or connect any appliance or facility to their

house piping system, nor shall any customer of the customer of the Village make any change in their existing appliances or facilities without first securing written permit from the Village.

The Village reserves the right to discontinue the gas service to any premises on account of non-payment of charges or where the owner or tenant of such premises has been found guilty of a violation of any of the provisions of this Chapter. The Village agrees to discontinue the gas service on any premises upon written, notarized request of the property owner. The Village, in discontinuing the gas service, has the option to remove or shut off the meter to such premises.

A property owner seeking restoration of gas service shall contact the Village for a new service. Gas service shall not be restored unless the Village has been paid.

A. All delinquent gas charges or otherwise provided for payment.

B. All monthly facility charges while the service was discontinued, but not to exceed twelve (12) months and a reconnection fee. The reconnection fee is fifty dollars (\$50.00) if the meter has been removed. If the meter has been simply shut off, the reconnection fee is twenty-five dollars (\$25.00).

13.16.030 Requirements for connecting to the gas system-- Fees charged.

A. All plumbers that install gas piping in homes or businesses shall be required to perform pressure tests according to NFPA #54, 1988 edition. The pressure tests must be witnessed by the village gas department and documented.

B. Before gas is introduced into a system of new gas piping or back into an existing system after being shut off, the entire system shall be checked to determine that there are no open fittings or ends and that all manual valves at outlets on equipment are closed and all unused valves at outlets are closed and plugged or capped.

C. Immediately after turning on the gas, the piping system shall be checked to ascertain that no gas is escaping (see appendix D of the gas code for suggested method). If

leakage is indicated, the gas supply shall be shut off until the necessary repairs have been made.

D. The fee for a gas line, meter and connection to the village gas system shall be eight hundred dollars (\$800.00) payable prior to connection. This minimum fee shall cover the cost of material, labor, trenching, backhoe, and meter, up to 110 feet maximum from the main to the meter. Any additional footage required shall be at a per foot cost to be determined by the gas chairman, and the Village Superintendent with the approval of the Board of Trustees.

13.16.040 Interruption of Gas Service.

A. Not liable for interrupted service. The gas department will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular, or defective, or fail from causes beyond its control, or through ordinary negligence of employees, servants, agents, the Village shall not be liable therefore.

B. Any customer having a facility, operation, process or activity which cannot tolerate temporary interruption of gas service shall provide an alternate source of on-site fuel or heat for utilization during such interruption. The responsibility for this alternate rests fully with the customer.

Section 13.16.040 added March 17, 2003; Ref Ord # 2003-05
Section 13.16.030 par D deleted Sept 17, 2001; Ref Ord # 2001-14
Section 13.16.030 amended May 20, 1991; Ref. Ordinance No. 913.
Section 13.16.030 Par E. amended Aug 20, 2001- Ref Ord # 2001-12, reassigned Letter D, Sept 17, 2001; Ref Ord # 2001-14
Section 13.16.040 added March 17, 2003; Ref Ord # 2003-05
Section 13.16.030D Amended Aug 21, 2023; Ref Ord # 2023-08

Chapter 13.18

ELECTRICITY AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE

SECTIONS:

- 13.18.010 Purpose of Municipal Electricity Aggregation
- 13.18.020 Background - Illinois Power Agency Act
- 13.18.030 Opt-Out Process
- 13.18.040 Request for Proposal - Summary
- 13.18.050 Consolidated Billing Procedures
- 13.18.060 Credit Requirement and Default Procedures
- 13.18.070 Program Move-Ins and Move-Outs
- 13.18.080 Opt-In Program
- 13.18.090 Green Power - Renewable Energy
- 13.18.100 Program Education Initiative
- 13.18.110 Demand Management and Energy Efficiency Program
- 13.18.120 Power Supply Agreement
- 13.18.130 Pricing Methodology
- 13.18.140 Eligible Customer Service Classes
- 13.18.150 Supplier Selection Criteria
- 13.18.160 Selected Supplier Responsibilities⁰
- 13.18.170 Liability
- 13.18.180 Miscellaneous
- 13.18.200 Appendix A: Sample Opt-Out Notice

13.18.010 Purpose of Municipal Opt-Out Aggregation

A. In compliance with Illinois statute 20 ILCS 3855/1-92 of the Illinois Power Agency Act ("Act") regarding aggregation of electrical loads by municipalities, the Village of Rossville ("Municipality") has developed this Plan of Operation and Governance ("Plan") explaining the process and procedures of Municipality's Electricity Aggregation Program ("Program"). According to the Act, Municipality will serve as governmental aggregator (GA) authorized to collect all residential and small business electricity loads within Municipality's municipal boundaries and seek bids from Alternative Retail Electric Suppliers (ARES).

B. This Plan has been prepared in cooperation with Good Energy, L.P., the "Consultant", to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses

participating in the Program. The purpose in developing this Plan is to describe the uniform approach to the Program undertaken by municipal officials and Pursuant to 20 ILCS 3855/1-92. The load aggregation plan shall:

1. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
2. Describe demand management and energy efficiency services to be provided to each class of customers.
3. Meet any requirements established by law concerning aggregated service offered pursuant to statute 20 ILCS 3855/1-92.

C. The Program is designed to reduce the amount eligible residents and small businesses pay for electricity, and to gain favorable economic and non-economic terms in power supply contracts with ARES. Municipality shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the local distribution company, in this case Ameren ("Ameren"). Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of competitive energy markets that work to benefit the smaller consumer.

D. Municipality does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests as a GA to set the terms for electricity supply and service from competing ARES licensed with the State. Through a competitive bid process operated and managed by Consultant, Municipality will enter into a contract with an ARES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. Municipality may contract with one or more ARES if necessary to meet the needs of participating residents and small businesses.

13.18.020 Background - Illinois Power Agency Act

A. On August 10, 2009, Public Act 96-0176 amended the Illinois Power Agency Act authorizing municipalities and counties to form electrical aggregations of residents and small businesses. The Act allows for authorization to be given to

municipalities only after the passage of a referendum, after which the utilization of an Opt-Out form of aggregation would comply with the statute. Once the referendum is passed, the municipality can develop an aggregation program for the procurement of electricity supply to residential and small business customers.

B. Since the Act was amended, over 500 communities in both Ameren and Commonwealth Edison utility territories have passed referenda and will be going out to bid for electricity in this government purchasing arrangement. Municipalities are combining the electrical loads of their residents and small businesses in a Request for Proposal to ARES.

C. On December 17, 2012, in accordance with the requirements of the Act, the corporate authorities of Municipality approved a resolution allowing a referendum question to be placed on the consolidated election ballot to operate an Aggregation Program as an "Opt-Out" program. Under the Opt-Out program, all Ameren residential and small commercial retail customers in Municipality are automatically included as participants in the Program unless they are receiving electric supply through Power Smart Pricing, Hourly Supply Service, Real Time Pricing, ARES service, and/or net metering programs, nor will it include All Electric accounts. Those that opt-out of the Program by providing notice of their intention not to participate in the Municipal Aggregation buying group will also not be included in the program. On April 9, 2013, a majority of citizens voted YES to the referendum question, allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation.

D. In addition to passing the required ordinances by the Corporate Authorities, Municipality may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. Municipality will promptly file any application and comply with any applicable rules and regulations required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in a local newspaper(s) of general circulation, informing the public of two public hearings to raise questions or concerns about this Plan. The public hearings were held by the Corporate Authorities at

Municipality and provided the residents with a meaningful opportunity for comment regarding the Program and this Plan. According to the Opt-Out disclosure program, the Opt-Out notice for the Program shall be provided in advance to all eligible electric customers in Municipality upon approval of this Plan and once a winning ARES has been selected. The Opt-Out notice and disclosures shall comply with the Act and all rules and regulations of the State of Illinois, and shall fully inform such electric customers in advance that they have the right to Opt-Out of the Program. The Opt-Out notice shall disclose all required information including, but not limited to, rates, terms and conditions of the Program, and the specific method of how to Opt-Out of the Program.

E. Municipality has retained Good Energy, LP ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, and writing the Request for Proposal ("RFP") to help officials select the most suitable ARES and commodity product for participating residents and small businesses wanting to participate in the Program.

13.18.030 Opt-Out Process

A. Eligible residential and small business accounts (non-residential accounts consuming <15,000 kWh/year) shall have the opportunity to Opt-Out of the Program in accordance with statute 20 ILCS 3855/1-92. Any resident or small business that follows the specified procedures to Opt-Out of the Program will remain on Ameren's standard service offer listed on the Ameren website. A listing of the Ameren customer rates may be found for homes at <http://www.ameren.com/sites/aiu/Rates/Pages/ResidentialRates.aspx> and <http://www.ameren.com/sites/aiu/Rates/Pages/NonResidentialRates.aspx> for businesses.

Following completion of the RFP and after the ARES is selected and a fixed supply rate has been successfully locked in, the eligible customer list will be sent to the selected ARES. The winning ARES will have thirty (30) days from receipt of the data to mail the opt-out notices to all eligible residential and small businesses included in the Program. As mentioned above, this list will include all residential, and small commercial accounts that will realize savings through the accepted bid price. Furthermore, the Program will not include

residential customers receiving electric supply through Power Smart Pricing, Hourly Supply Service, Real Time Pricing, ARES service, and/or net metering programs, nor will it include All Electric accounts. Those that opt-out of the Program by providing notice of their intention not to participate in the Municipal Aggregation buying group will also not be included in the program. This will ensure maximum participation for all eligible customers under the program.

B. OPT-OUT NOTICES: A notice will be sent to all residential and small business accounts that are deemed eligible per the terms of this Plan (see "Eligible Customer Service Classes" section). A sample of the notice is provided in Schedule A of this Plan. The contents of the notice will be on Municipality's municipal letterhead to avoid confusion with any other ARES offers in the state.

C. DISTRIBUTION OF OPT-OUT NOTICES: The selected ARES will be required to pay for the cost of printing and mailing of Opt-Out notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ameren's customer list. The selected ARES and Municipality will agree upon the format of the Opt-Out notice prior to mailing it to the eligible service classes. The selected ARES will mail Opt-Out notices to eligible residential and small business accounts.

D. OPT OUT PERIOD: After the mailing, there will be an Opt-Out Period of at least 15 days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier.

E. CUSTOMER SUPPORT DURING OPT-OUT PERIOD: The selected ARES will have a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary, the selected ARES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide customer support for any and all issues not satisfied by ARES customer support.

F. ENROLLMENT: Once the Opt-Out Period has concluded, the selected ARES will not enroll those Ameren customers

Opting-Out from the Program. In the event that an eligible resident or small business is inadvertently omitted from the Program, the selected ARES shall use its best efforts to enroll that customer at the Program rate for the remaining term.

G. NO EARLY CANCELLATION CHARGES: Residents leaving the program shall not be assessed any fee.

H. OPT-OUT STEPS OVERVIEW:
The selected ARES and Municipality will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.

The selected ARES will mail Opt-Out notices to all eligible customer service classes.

Recipients will have at least fifteen (15) days from the postmark on the notice to return notice to selected ARES if they want to be removed from the Program.

Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected ARES.

The ARES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.munienergychoice.com>.

Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification from Ameren stating that they are about to be switched. Ameren defines this as a "Letter of Rescission".

The Letter of Rescission will inform the participant that they have approximately ten (10) days to rescind the contract by contacting Ameren. The selected ARES will not enroll those accounts Opting-Out of Program.

13.18.040 Request for Proposal-Summary

With the assistance of the Consultant, Municipality will issue a Request for Proposals ("RFP"), utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consultant will evaluate the bids received and will

recommend a single ARES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

13.18.050 Consolidated Billing Procedures

On January 20, 2010, Ameren filed a revised tariff with the Illinois Commerce Commission in order to implement a purchase of receivables ("POR") with consolidated billing ("CB") service ("POR-CB Program") for the benefit of retail customers and ARES, pursuant to Section 16-118 of the Illinois Public Utilities Act. This allows for a single bill, administered solely by Ameren, where Ameren will invoice the Ameren regulated delivery charges and supply rate provided by the selected ARES contained in the Power Supply Agreement.

_____ will utilize the POR-CB Program with its Municipal Aggregation to permit billing services of Ameren and the selected Supplier. Customers participating in the Program will receive a single bill from Ameren that itemizes among other things, the cost of generation provided by the Supplier.

13.18.060 Credit Requirement and Default Procedures

A. Credit policies and procedures continue to be the responsibility of Ameren. Municipality will not be responsible for late or non-payments on the parts of any of its residents or small businesses. Municipality will have no separate policy with regard to Collection, Security Deposits, Application of Late Charges, Default, and Bankruptcy. Ameren follows the requirements of Title 83 of the Illinois Administrative Code Part 280. If there is a delinquent account, Ameren will send collection notices to the customer's mailing address of record for service charges rendered by Ameren, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the ARES' receivable becomes Ameren's receivable and Ameren will be responsible for those collection efforts under Ameren's policy and requirements.

B. CUSTOMER INQUIRIES: Ameren operates a call center to assist customers with inquiries and resolve billing issues. Ameren has toll-free numbers to contact the call centers printed on electric account holders' bills. For residential customers, the toll-free number is 1-800-755-5000. For business customers, the toll-free number is 1-800-232-2477.

13.18.070 Program Move-Ins and Move-Outs

A. MOVING TO MUNICIPALITY FROM ANOTHER JURISDICTION; Residents and businesses that move into Municipality will be automatically included in the Program. Consultant will periodically request updated account lists from Ameren and the winning ARES. Using a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts, to ARES, whereupon ARES will promptly send Opt-Out notices so that so that these account holders may be given the option to participate. These accounts will be given fifteen (15) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.

B. MOVING WITHIN MUNICIPALITY: The Program and contract with selected ARES shall require continued eligibility at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move within the jurisdiction, providing the electric customer notifies the ARES of their new account number and service address. Customers may be required to be on Ameren tariff service for one or two bill cycles after notifying the ARES of the new account information.

13.18.080 Enrollment and Opt-Out During Program

After the initial Opt-Out Process is completed, Municipality and the ARES may establish protocols and procedures as described in #7 above, to hold additional Opt-Out processes for eligible new residential and small commercial accounts that were not mailed Opt-Out notices in earlier Opt-Out rounds within the term of the ongoing aggregation. Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the previous Opt-Out round. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

13.18.090 Green Power - Renewable Energy

A. All retail electricity supply in Illinois is subject to Illinois Renewable Portfolio Standard (RPS). The ARES shall

include renewable power in the quantities specified by the RPS. Renewable electricity will come from 100% renewable resources and will be provided in the form of a fully-bundled electricity product, presumably satisfied by using Renewable Energy Certificates (RECs). Any amount exceeding the required RPS quantity (Voluntary RECs) shall be generated by renewable generating technologies meeting the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed here

(http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf).

Both the RECs and the winning supplier will be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources in order to satisfy the precise mix of green power necessary to achieve the goal of environmental steward in the community.

B. Though there is a preference for Illinois-generated renewable electricity, this electricity may come from other U.S. States. The annual cost of renewable power in the voluntary market has tumbled by more than 500% for National Wind RECs since 2008, providing enormous value and buying opportunity.

C. U.S. Department of Energy
Voluntary REC prices, January 2008 to December 2011
Sources: [Spectron Group](#) (2012)

Additional benefits of requiring renewable power include the following:

1. Incentive for local business development;
2. Foundation for new/enhanced curricula for

Illinois students:

<http://ww1.eere.energy.gov/education/lessonplans/default.aspx>

<http://www.eia.gov/kids/>

<http://www.epa.gov/students/>

<http://www.fsec.ucf.edu/en/education/index.htm>

<http://www.nesea.org/k-12/cleanenergyforacleanenvironment/>

<http://www.nrel.gov/learning/>

<http://www.need.org/>

3. Potential to add to economic development for the State with regard to new renewable generation investment.

13.18.100 Program Education Initiative

A. The ARES shall develop the educational program in conjunction with Municipality officials. Its purpose will be to explain the Program to eligible residents and small businesses, provide updates, offer customer support during the term of the agreement, and provide the opportunity for participants to Opt-Out of the Program.

B. Each eligible residential and small business customer of Ameren within the jurisdiction of this Program will receive a notification by mail explaining the Program, the procedure which must be followed in order to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalves of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

C. An education initiative will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

1. Mailings
2. Community Meetings
3. Advertisements
4. Program Website
5. Toll-Free Information Line
6. Informational Videos

13.18.110 Demand Management and Energy Efficiency Initiative

A. Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. Ameren offers an online calculator which determines each customer's price-to-compare ("PTC").

B. Utilities very often provide incentives to customers in the form of rebates for making lighting and/or other appliance improvements. These efficiency rebates are published [here](http://www.actonenergy.com/for-my-home/residential-incentive-programs) for Ameren: <http://www.actonenergy.com/for-my-home/residential-incentive-programs>.

C. Lighting is often considered the "low-hanging fruit" for demand reduction. It represents approximately 14% of all residential electricity consumption in the U.S. Switching from incandescent light bulbs to Compact Fluorescent Lights (CFLs) or Light Emitting Diodes (LEDs) can lower usage in the average home by 75%, to as much as 85% respectively.

D. The municipality may work with the selected ARES and Consultant to develop an Energy Efficiency Program. This initiative will provide a resource where residential consumers can find information about home energy efficiency measures. Education about demand management can be provided to homeowners such as identifying the newest lighting technology or the latest efficiency rebate information. A call center can be established to answer questions on retrofitting home heating and lighting systems. A web resource may be offered. Customers will be able to access information concerning utility rebate programs. Ameren programs include:

1. Lighting Discounts
2. Refrigerator Recycling
3. Clothes Washer Rebates
4. Central AC Cycling
5. System Replacement
6. Home Energy Assessment
7. Multi-Family Efficiency

13.18.120 Power Supply Agreement - General Terms

A. After the RFP process, Municipality will have the option to execute a Power Supply Agreement ("Agreement") with the selected ARES.

B. Bids by prospective ARES shall provide fixed-price offers for multiple term lengths. Consultant will conduct an analysis of future market trends, forecast utility default prices and a regulatory overview, and ultimately make a recommendation for term length. Municipality will select the length of term that offers the most protection against future increases in energy prices. At its discretion, Municipality will set the time duration of any subsequent contract term.

1. The agreement shall specify the approved rates and the power mix for the Program, and shall disclose all additional or ancillary fees.

2. The agreement shall require the ARES to maintain all required licenses and qualifications, and to provide all services required by the RFP.

3. The agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended.

4. The ARES must agree not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation, and agrees not to use the customer data and information for any other marketing purposes.

5. The ARES must agree to indemnify and hold Municipality harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.

6. The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the municipality deems necessary.

7. The Agreement may provide that the ARES will assist in developing a Program Education Initiative.

B. Termination of Service

1. End of Term: the Power Supply Agreement with the ARES will terminate upon its expiration.

2. Early Termination: Municipality will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include, but are not limited to the following:

a. Breach of confidentiality regarding customer information;

b. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification;

c. The Utility's (Ameren) termination of its relationship with the ARES;

d. Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;

e. Billing in excess of the approved rates and charges;

f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;

g. Failure to perform at a minimum level of customer service.

Upon termination for any reason, Municipality shall notify Ameren to return the residents and small business accounts to the Default Tariff Service. Upon termination, each account holder participating in the Program will receive written notice of the termination of the Program.

13.18.130 Pricing Methodology

The Program shall offer residents a fixed-price for the purchase of electricity for a specified Term. This will be the Program Rate measured in price per kilowatt-hour (kWh). The

rate will include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs) as defined in #9 above, and will reflect various lengths of terms, contractual benefits, and possible hold premiums.

A. Commodity Price: Consultant will request and receive from the selected ARES consistent market price quotes. The market price quotes will be reviewed by the Consultant to establish that the specific pricing details are consistent with market prices and tariffs and are consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform Municipality officials of the price and pricing components and recommend acceptance. If accepted, Municipality will affirm acceptance of the commodity price verbally and in writing to the selected ARES.

B. The ARES invited to bid will quote rates for the following energy mixes and terms:

1. Lowest Traditional Power Price - The lowest priced electricity supply available from an ARES using, at a minimum, renewable energy conforming to requirements of the Illinois Renewable Portfolio Standard (RPS).

2. Price Match - The lowest price that supports a "Utility Price Match" meaning the ARES will be required to match future annual average Ameren tariff rates in the event the Ameren tariff rates decrease in price below the Program price per kilowatt-hour.

3. 100% Renewable - Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed [here \(http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf\)](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf). Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

13.18.140 Eligible Customer Service Classes

A. After selecting and contracting with an ARES, any customers determined to be ineligible due to one or more of the following shall be removed from the eligible account list: Customer is not located within the municipal territory limits; Customers is locked into a power supply agreement with an ARES;

1. Customer receiving Ameren "FREE" service;

2. Customer has hourly rate (real time pricing);
3. Customer is on Ameren's All Electric rate;
4. Customer on Ameren bundled hold;
5. Non-residential accounts using more than 15,000

kWh.

The Retail Customer Identification Information will remain the property of the municipality, and the ARES will comply with the confidentiality and non-compete provisions in the Supply Agreement.

After the Retail Customer identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the municipality.

The ARES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Illinois State law or administrative code.

13.18.150 Supplier (ARES) Selection Criteria

A. ARES responding to the RFP will be measured on the basis of Illinois licensing and certification standards, Price, Program marketing, experience, and quality of the response. The ARES will also hold Municipality harmless of any financial obligations or liability that may arise as a result of the Program.

ARES Selection Criteria

1. Price per kWh and corresponding terms;
2. Power Supply Contract flexibility;
3. Proof of financial solvency and investment grade credit rating;
4. Quality of response to Request for Proposal;
5. Program Marketing Plan and Informational outreach;
6. Municipal Aggregation Experience;
7. Municipal Opt-Out Experience;
8. Certified as an Alternative Retail Electricity Supplier in the State of Illinois;
8. Compliant to Purchase of Receivables-Consolidated Billing ("POR-CB Program") facilitating Ameren single-billing to participants in the Program.

13.18.160 Selected Supplier Responsibilities

The Program requires a competent entity as an ARES to perform and manage electric supply aggregation services for the Program. The ARES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participant may Opt-Out without penalty.

The ARES must provide, upon request, an electronic file containing the Program participant's usage, charges for retail supply service, and such other information reasonably requested by the Consultant.

The ARES shall create and maintain a secure database of all Program participants. The database will include the name, address, Ameren account number, and the ARES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc. (ii) decide to join the Program; (iii) relocate anywhere within the corporate limits of the municipality, or (iv) move into the municipality and elect to join the Program. (See Appendix A of this Plan)

A. Education: The ARES shall develop and implement an educational program that generally explains the Program to all residential and small business customers.

ARES will provide updates and disclosures mandated by Illinois law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

B. Customer Service: Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The ARES and Municipality will enter into a separate customer service

plan agreement or the terms shall be included in the Power Supply Agreement.

C. Billing: Ameren will provide a monthly billing statement to each Program participant which shall include ARES charges. The ARES will not charge any additional administrative fee(s).

D. Compliance Process: The ARES shall develop internal controls and processes to ensure that Municipality remain in good standing as a Governmental Aggregator and ensure that the Program complies with the Act and all applicable laws, and rules and regulations, as they may be amended periodically. It will be the ARES responsibility to deliver reports at the request of the municipality in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The ARES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to the Act, laws, rules or regulations applicable to the Program.

E. Notification to Ameren: The residential and small business customers that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the ARES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that Ameren requires notification of participation, the ARES shall provide such notice to Ameren. Periodically, the ARES will inform Ameren through electronic means, of any new members that it is enrolling into the Aggregation Group.

13.18.170 Liability

Municipality shall not be liable to residents or participants for any claims, however styled, arising out of the Program or the provision of aggregation services by the municipality or the ARES. Participants or members in the aggregation group shall assert any such claims solely against the ARES pursuant to the power supply agreement.

13.18.180 Miscellaneous

A. The operation of this Aggregation Program may be impacted by any of the following:

1. Amendments to the Act;
2. Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
3. Illinois Commerce Commission (ICC) rules and regulation as may be enacted or amended;
4. Ameren tariffs as approved or amended periodically by the ICC;
5. Federal, state, and local laws;
6. Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

B. A copy of this Plan of Operation and Governance will remain on file at the administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any potential or existing Program participants in accordance with the municipal rules for copying public documents.

13.18.200 Appendix A: Sample Opt-Out Notice

MUNICIPAL LETTERHEAD & LOGO

_____, __ 2013

Dear (City, County, Village, Town) resident,

On April 9, 2013, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation. The Village of Rossville officials are happy to offer eligible residents and small businesses SAVINGS over Ameren Illinois ("Ameren") rates by banding together all eligible electric service classes.

The Village of Rossville ran a competitive bid to select a licensed Alternative Electricity Supplier to provide savings to residents and small businesses with electric service in the Village. After researching competitive electricity pricing options, we have chosen _____ to provide you with savings on your electric generation through (Month) 201_. There is no cost to join and you will not be charged a fee for partaking in this program. You will be automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Electricity Aggregation, you are expected to save ___ percent off your Price-to-Compare. Your Price-to-Compare is the price you pay for electric generation from the utility.

Your account will be transitioned to the Municipal Electricity Aggregation Program approximately within 30 - 45 days, depending upon the meter read date for your accounts. You are not obligated to participate in the (City, County, Village, Town) aggregation program and you may remain with the utility without penalty or fees. If you wish to be removed from the program and remain a full-service customer of (Ameren), you have a deadline date of _____, __ 2013 to return the attached "opt-out" card. If you leave the program after the deadline, you could be subject to a cancellation fee from the Alternative Electricity Supplier.

After you become a participant in this governmental aggregation program, (Ameren) will send you a letter confirming _____ as your Alternative Electricity Supplier (ARES). As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

Ameren will continue to maintain the system that delivers power to your home and/or business. You will continue to receive a one bill from Ameren. You will continue to receive the same quality service from Ameren. After enrollment is complete your bill will show your new supply rate from _____.

If you have any questions, please call the information line at _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Rossville with aggregation program questions.

Sincerely, Village of Rossville

[THIS SECTION MAY BE A SEPARATE PRE-PAID POSTCARD]

Opt out by returning this form before the deadline date of _____, __ 2013.
I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address _____

City _____, Zip Code _____

Phone Number _____

Account Number _____

Account Holder Signature _____ Date _____

Chapter 13.19

REGULATIONS AND PROCEDURES FOR COMMERCIAL SOLAR DEVELOPMENT

SECTIONS:

13.19.010 Definitions

13.19.020 Purpose and Uses

13.19.010 - Definitions

Accessory. As applied to a building, structure, or use, one which is on the same lot with, incidental to and subordinate to the main or principal structure or use and which is used for purposes customarily incidental to the main or principal structure, or the main or principal use.

Distributed generation installer. A person who has completed all requirements to be certified by the State of Illinois and the Illinois Commerce Commission in order to install renewable energy appliances and equipment.

Ground mount solar energy system. A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

Net metering. A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

Solar energy. Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar energy system (SES). The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing.

Personal solar energy system (PSES). Any device or combination of devices or elements which rely upon direct sunlight as an energy source including but not limited to any substance or device which collects sunlight for generating electricity for use on-site. However, the energy output may be delivered to a power grid to offset the cost of energy on-site.

Community garden energy system (CGES). A community solar-electric (photovoltaic) array, of no more than 15 acres in size, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system.

Solar farm energy system (SFES). A commercial facility that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for on-site or off-site use with the primary purpose of selling wholesale or retail generated electricity in excess of one acre.

Solar panel. A device for the direct conversion of solar energy into electricity or heat.

Structure mount solar energy system. A solar energy system in which solar panels are mounted on a structure.

13.19.020 - Purpose and Uses

- A. Purpose and intent. The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of PSEs designed for on-site home, farm, and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of these regulations is to protect the public health, safety, and community welfare without unduly restricting the development of PSEs
- B. Permitted Use. Personal Solar Energy Systems shall be considered an accessory use to a principal permitted use in any zoning district.
- C. Special Requirements. Personal solar energy systems shall be subject to the requirements included in the city zoning code unless otherwise stated herein.
- D. Generally:
1. All applicable laws, statutes, regulations, and ordinances shall be followed;
 2. Use. The PSE shall provide electricity or heat for an on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.

3. Approved solar components. Electric solar energy system components must have an underwriters laboratory listing or approved equivalent.
4. Reflection angles. Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.
5. Visibility. Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north while still providing adequate solar access for collectors. They shall be designed to blend into the architecture of the building or be screened from routine view from public rights-of-way provided that the screening shall not affect the operation of the system.
6. Utility notification. All grid-integrated solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.
7. Placement. No building of any structure will be allowed over a utility or within a utility easement.
8. Ground mounted PSES. Ground mounted PSES shall be subject to the following requirements:
 - a. Height. Shall not be greater than ten feet at maximum tilt of the solar panel(s) in any zoning district.
 - b. Setbacks. The PSES shall maintain perimeter setbacks of no less than 30 feet. No PSES shall be permitted to be located in the required front yard.
 - c. Coverage. Ground mount systems shall not exceed half the building footprint of the principal structure and shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation. Foundations, gravel, or compacted soils are considered impervious.
 - d. Prohibited. Ground mount systems will not be allowed in any residential area.
 - e. Variance. If any of these specifications cannot be met, a variance must be applied for and obtained prior to installation.

9. Roof mounted PSES. Roof mounted PSES shall be subject to the following requirements:

a. *Height*. Shall not project more than 12 inches above the roof; and

1. Shall not be greater than the allowable height of any structure within the zoning district in which the PSES is to be installed, except that if an existing roof is within 12 inches of the maximum allowable height, then the PSES may project no more than 12 inches above the roof, even if it exceeds the maximum allowable height.

b. *Safety*. Roof mount solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to the south facing or flat roof upon which the panels are mounted. Panels should allow for a minimum of a three-foot perimeter around panels. The three feet should be measured from the ridge and sides of the roof. There is no perimeter needed at the gutter. Installation must leave at least 18 inches from hips and valleys. In all cases, the installation must comply with the most up to date version of the International Fire Code.

c. *Variance*. If any of these specifications cannot be met, a variance must be applied for and obtained prior to installation.

E. Community garden energy system (CGES).

1. *Purpose and intent*. The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of CGESs designed for multiple households or businesses to reduce the on-site consumption of utility power. The intent of these regulations is to protect the public health, safety, and community welfare without unduly restricting development of the CGESs.

2. *Special use*. Community garden energy systems shall require a special use permit within all zoning districts and shall be subject to the procedures and standards included in special uses unless otherwise stated in this chapter.

3. *Special requirements.* Community solar energy systems shall be subject to the requirements included in the city zoning code unless otherwise stated herein:
- a. Community solar gardens may be located on rooftops. Roof mounted CGES shall be subject to the same requirements as roof mounted PSES.
 - b. Ground mount gardens: Ground mount community solar energy systems must be less than one acre in total size and require a special use permit in all districts. Ground mount solar developments covering more than one acre shall be considered a solar farm.
 - c. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
 - d. Dimensional standards: All solar garden related structures in newly platted and existing subdivisions shall comply with the principal structure setback, height, and coverage limitations for the district in which the system is located.
 - e. Ground mount systems shall comply with all required standards for structures in the zoning district in which the system is located.

F. The Village Board may require a decommissioning plan for ground mount community solar energy systems as a condition precedent to the granting of a special use permit. Decommissioning of solar panels must occur in the event they are not in use for 12 consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. The Village Board may require the posting of a bond, letter of credit or the establishment of an escrow account to ensure the proper decommissioning. In the event that the State of Illinois enacts a law with regarding to the decommissioning of a solar energy system, the strictest requirements shall prevail.

G. Solar farm energy system (SFES)

- 1. *Prohibited.* Solar farm energy systems will not be permitted within city zoning limits.
- 2. *Penalties.* A failure to obtain applicable building permit(s) for the construction of a solar energy system or failure to comply with the requirements of a building permit or the provisions of this chapter shall

be deemed a violation of this chapter. The Village may bring an action to enforce compliance of the requirements of this chapter in accordance with the general provisions set forth in the city's Municipal Code.

H. Approval and building permits. All requests for solar energy systems will require a permit from the Village.

Title 14

(RESERVED)