

# Mascoutah City Council

March 7, 2022

## REGULAR MEETING AGENDA

IN-PERSON MEETING with combined IN-PERSON and optional VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

### 7:00 pm – City Council Meeting

#### 1. PRAYER & PLEDGE OF ALLEGIANCE

#### 2. CALL TO ORDER

#### 3. ROLL CALL

#### 4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

#### 5. MINUTES, February 22, 2022 City Council Meeting (Page 1 to Page 4) February 22, 2022 Executive Session Meeting (confidential, see City Clerk)

#### 6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.

#### 7. REPORTS AND COMMUNICATIONS

- A. Mayor
- B. City Council
- C. City Manager
- D. City Attorney
- E. City Clerk

#### 8. COUNCIL BUSINESS

##### A. Council Items for Action –

##### 1. SCADA System Updates (Page 5 to Page 14) Description: Council approval and authorization of SCADA System electric distribution updates and mobile software development.

Recommendation: Council Approval.

##### 2. Policy Resolution – Net Metering Policy and Interconnection Policy (second reading) (Page 15 to Page 37) Description: Council approval and adoption of a resolution approving the City of Mascoutah customer self-generation net metering policy and customer self-generation interconnection policy.

Recommendation: Council Approval and Adoption of Resolution.

**3. Code Change – Electric Rates, addition of Fair Solar Credit Rate for Energy Produced (second reading)** (Page 38 to Page 40)

Description: Council approval of revisions to Chapter 11 – Electric System of the City Code adding the Fair Solar Credit Rate for Energy Produced by adoption of ordinance.

Recommendation: Council Approval and Adoption of Ordinance.

**B. Council Miscellaneous Items**

**C. City Manager**

**9. PUBLIC COMMENTS (3 MINUTES)**

**10. ADJOURNMENT TO EXECUTIVE SESSION**

**A. Purchase/Lease of Property – Section 2(c)(5)**

**B. Litigation – Section 2(c)(11)**

**C. Personnel – Section 2(c)(1)**

**11. MISCELLANEOUS OR FINAL ACTIONS**

**12. ADJOURNMENT**

***POSTED 3/3/22 at 4:00 PM***

OPTIONAL VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

In-person public attendance is allowed. Optional virtual public attendance is also being provided virtually through Zoom Meeting (<https://zoom.us>).

**Please join my meeting from your computer, tablet or smartphone.**

<https://us02web.zoom.us/j/81505053749>

**You can also dial in using your phone.**

United States: +1 (312) 626-6799

**Access Code:** 815-0505-3749

**CITY OF MASCOUTAH  
CITY COUNCIL MINUTES  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258-2030**

**FEBRUARY 22, 2022**

The minutes of the regular meeting of the City Council of the City of Mascoutah.

**PRAYER AND PLEDGE OF ALLEGIANCE**

City prayer was delivered by City Clerk Melissa Schanz. The Council remained standing and recited the Pledge of Allegiance.

**CALL TO ORDER**

Mayor Pat McMahan called the meeting to order at 7:00p.m.

**ROLL CALL**

Mayor Pat McMahan and Council members John Weyant, Walter Battas, Nick Seibert and Doug Elbe.

*Absent:* None.

*Other Staff Present:* Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, City Engineer Tom Quirk, Public Works Director Jesse Carlton, Assistant Fire Chief Rob Stookey via zoom, EMS Supervisor Jeremy Gottschammer, and Police Chief Scott Waldrup via zoom.

*Establishment of a Quorum:* A quorum of City Council members was present.

**AMEND AGENDA**

Seibert moved, seconded by Elbe to amend the agenda to remove action item number #2 from the agenda.

***Motion passed.*** AYE's – Weyant, Battas, Elbe, Seibert, McMahan. NAY's – none.  
ABSENT – none.

**MINUTES**

The minutes of the February 7, 2022 regular City Council meeting were presented and approved as presented. The minutes of the February 7, 2022 Executive Session Meeting were presented and approved as presented.

***Motion passed.*** Passed by unanimous yes voice vote.

**PUBLIC COMMENTS**

None.

## **DEPARTMENT REPORTS**

*Fire Chief Joe Zinck* – January 2022 monthly report was provided, Assistant Fire Chief Rob Stookey present for questions.

*Police Chief Scott Waldrup* – January 2022 monthly report was provided.

*Finance Coordinator Lynn Weidenbenner* – January 2022 monthly financials were provided, Assistant City Manager Kari Speir present for questions.

*Public Works Director Jesse Carlton* – January 2022 building and status report was provided.

*City Engineer Tom Quirk* – January 2022 status report on public projects was provided.

## **REPORTS AND COMMUNICATIONS**

*Mayor* – Nothing to report.

*City Council*

Weyant – Nothing to report.

Battas – Nothing to report.

Seibert – Nothing to report.

Elbe – Nothing to report.

*Assistant City Manager* – Nothing to report.

*City Attorney* – Nothing to report.

*City Clerk* – Nothing to report.

## **COUNCIL BUSINESS**

### **CONSENT CALENDAR (OMNIBUS)**

The January 2022 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Seibert moved, seconded by Elbe, to accept all items under Omnibus consideration.

***Motion passed.*** AYE's – Weyant, Battas, Elbe, Seibert, McMahan. NAY's – none.  
ABSENT – none.

### **CODE CHANGE – YIELD INTERSECTIONS (SECOND READING)**

Assistant City Manager presented report for Council approval of an amendment to Schedule "C" – Yield Right – Of – Way intersections to include State Street as a yield street.

There was no further discussion.

Weyant moved, seconded by Seibert to approve and adopt Ordinance No. 22-01, thereby modifying Chapter 24 – Section “C” – Yield Right-of-Way Intersections.

***Motion passed.*** AYE’s – Weyant, Battas, Elbe, Seibert, McMahan. NAY’s – none.  
ABSENT – none.

**POLICY RESOLUTION – NET METERING POLICY AND INTERCONNECTION POLICY (FIRST READING).**

Assistant City Manager presented report for Council approval and adoption of a resolution approving the City of Mascoutah customer self-generation net metering policy and customer self-generation interconnection policy.

There was no further discussion.

First Reading.

**CODE CHANGE – ELECTRIC RATES, ADDITION OF FAIR SOLAR CREDIT RATE FOR ENERGY PRODUCED (FIRST READING).**

Assistant City Manager presented report for Council approval of revisions to Chapter 11 – Electric System of the City Code adding the Fair Solar Credit Rate for Energy Produced by adoption of ordinance.

There was no further discussion.

First Reading.

**COUNCIL – MISCELLANEOUS ITEMS**

Councilman Weyant expressed concerns about the condition of 6<sup>th</sup> Street. Staff stated they will contact IDOT about 6<sup>th</sup> Street.

Councilman Weyant stated that he has had conversations with Mark Laquet about the Leu Civic Center and asked staff to reach out to him to see what if anything we can do to help the program. Assistant City Manager told the Council that she would reach out to Mark Laquet,

**CITY MANAGER – MISCELLANEOUS ITEMS**

None.

**PUBLIC COMMENTS**

None.

**ADJOURNMENT TO EXECUTIVE SESSION**

Elbe moved, seconded by Battas, to adjourn to Executive Session to discuss Purchase/Lease of Property – Section 2(c)(5), Litigation – Section 2(c)(11) and Personnel – Section 2(c)(1) at 7:29p.m.

**RETURN TO REGULAR SESSION**

Battas moved, seconded by Elbe, to return to regular session at 9:01p.m.

## **MISCELLANEOUS OR FINAL ACTIONS**

None.

## **ADJOURNMENT**

Elbe moved, seconded by Battas, to adjourn at 9:02 p.m.

***Motion passed.*** Motion passed by unanimous yes voice vote.

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Melissa Schanz, City Clerk

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** SCADA System Updates

**MEETING DATE:** March 7, 2022

**REQUESTED ACTION:**

Council approval and authorization of SCADA System electric distribution updates and mobile software development.

**BACKGROUND & STAFF COMMENTS:**

The SCADA software monitors the internal distribution system for the City's electric and water and the sewer collection system. SCADA software will be the sole operating system for the new Wastewater Treatment Plant. The City purchased WonderWare SCADA software system in 2019 from BHMG. The City experienced issues with software installation, alarming, and programming of the individualized screens. In addition, the mobile version of the SCADA system was not purchased or installed due to the recurring issues.

The City has been working the past few months with Zagros Engineering who has experience with WonderWare SCADA software to troubleshoot programming and alarm issues. Over the past 6 months, Zagros has been troubleshooting programming issues and has been able to fix the alarm issues. Zagros has provided the City with a quote to do the necessary upgrades on the electric distribution side of the SCADA system. Included in the quote is installation of the software and programming for managing the SCADA software on the iPads for the electric and water/sewer departments. City Attorney Al Paulson has reviewed and recommended changes to the agreement and approves the new agreement.

Once the electric distribution side of the SCADA system has been upgraded and the mobile version is operational, our next step will be to upgrade the water distribution and sewer collection systems.

**FUNDING:**

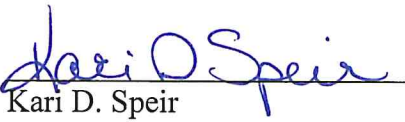
This purchase will be paid for with current cash available in the Electric, Water & Sewer Department fund balances and will be an addition to the current fiscal year 21/22 budget.

**RECOMMENDATION:**

Staff recommends approving the purchase.

**SUGGESTED MOTION:**

I move that the Council approve the agreement with Zagros Engineering of St. Louis, MO in the amount of \$97,480.00 for the SCADA System electric distribution updates and mobile software development and authorize appropriate officials to execute the necessary documents.

Approved By:   
Kari D. Speir  
Assistant City Manager

Attachments: A – Zagros Engineering Quote

# Zagros Robotics

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## **Client Responsibilities**

1. The client will provide and additional virtual machine as the new Terminal Server.
2. The client will provide copies of all PLC programs
3. The client will provide Zagros with remote access to the SCADA system.
4. The client will supply all required hardware.

# Zagros Robotics

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## Price Summary

Software Development Cost	
Description	Price
1. WW Navigation and Alarming Screen Improvements	\$ 3,600.00
2. Electrical Area Improvements	\$ 19,200.00
3. Win911 and Alarming Improvements	\$ 6,000.00
4. iPad Screen Development	\$ 8,400.00
5. iPad Communication Configuration	\$ 6,000.00
	\$ -
	\$ -
<b>Engineering Total</b>	<b>\$ 43,200.00</b>

Expenses, Hardware and Software Cost	
Description	Price
InTouch Licenses for 9 iPads	\$ 40,940.00
ThinManager Licenses for 9 iPads	\$ 13,340.00
<b>Expenses Total</b>	<b>\$ 54,280.00</b>

<b>Grand Total</b>	<b>\$ 97,480.00</b>
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# Zagros Robotics

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## Terms and Conditions

Subject to the remaining terms and conditions, Zagros Robotics, Inc. ("Developer") agrees to provide services to the City of Mascoutah ("City") in the performance of the project scope as set forth in pages 1-20, for a total amount of \$97,480.00. This proposal only includes the purchase of the software licenses listed in this proposal.

This project is subject to the State of Illinois Prevailing Wage Act. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (IDOL) at 217-782-6206 and information may be viewed at their website <http://www.state.il.us/agency/idol/>. Weekly certified payrolls shall be submitted to the City and invoice for work will be due upon completion of the project and payable within thirty days. Certified payrolls must be submitted prior to pay requests.

And it is also understood and required as a condition to this Agreement that Developer is licensed and insured to perform this type of work and shall furnish the City of Mascoutah a copy of said business license and insurance prior to start of work.

And it is also understood and required as a condition to this Agreement that Zagros shall furnish the City of Mascoutah lien waivers on all material suppliers (and equipment rental if applicable) used for said project prior to final payment of said contract being paid upon completion of project.

Completion Date: Subject to the terms and conditions of this Agreement, Developer shall complete all work on or before July 15, 2022. The project must be approved to start on or before March 15<sup>th</sup>, 2022.

Indemnification: To the fullest extent permitted by law, the Developer shall be responsible for any and all injuries to persons or damages to property due to the activities of the Developer, subcontractors, suppliers, agents, or employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The Developer shall indemnify and hold harmless the City of Mascoutah, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Developer, its officers, employees, agents, its subcontractor or subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of

# Zagros Robotics

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the violation of any law, ordinance, order or decree. Notwithstanding the foregoing, Developer shall not be responsible for claims or losses to the extent caused by the act, omission, or negligence of the City or any of its officers, employees or agents. In addition, under no circumstances shall Developer be liable under this Agreement for any special, consequential, or punitive damages.

# Zagros Robotics

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## Insurance

The Developer shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City of Mascoutah and authorized to transact business under the laws of the State of Illinois. Coverage limits shall be written at not less than the minimum specified below. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated herewith or elsewhere, the City of Mascoutah does not warrant the adequacy of the types of insurance coverage, or the limits of liability specified.

### A. Workers Compensation and Employers Liability.

- (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated below, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
- (2) Employers Liability.
  - a . Each Accident \$1,000,000
  - b . Disease-policy limit \$1,000,000
  - c . Disease-each employee \$1,000,000

### B. Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$1,000,000
- (2) Products-Completed Operations AggregateLimit \$1,000,000
- (3) Each Occurrence Limit \$1,000,000

### C. Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

- (1) Bodily Injury & Property Damage  
Liability Limit Each Occurrence \$1,000,000

# Zagros Robotics

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All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Developer may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City of Mascoutah by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Should it be cause to engage in litigation to enforce these provisions, including enforcement of payment hereunder or under any purchase order or invoice, the prevailing party shall be entitled to expert witness fees, attorney's fees and costs.

Choice of Law; Disputes: The parties agree that the laws of the State of Illinois shall govern this Agreement. If a dispute arises out of or relates to this Agreement and cannot be settled through normal contract negotiations, Developer and City shall use mandatory non-binding mediation before having recourse in a court of law. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise. The parties agree that any lawsuit filed by either party regarding this Agreement shall be filed in the Circuit Court of St. Clair County, Illinois.

# Zagros Robotics

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## Terms of Payment

All amounts are payable in US funds and due 30 days from invoice date.

- Invoices shall only be paid for work actually performed or costs incurred.
- The last 20% of contract software development cost shall be paid only after all work is completed under the contract. All invoices not paid but otherwise not in dispute shall bear an interest rate of 2% per month until paid.

## Terms of Reimbursable Expenses

The City shall not be responsible for mileage or travel expenses to and from Developer's offices to Mascoutah. All costs incurred or expended by Developer up to the cancellation date shall be paid by the City, including, but not limited to, material, labor costs and fees.

## Miscellaneous

Force Majeure. Notwithstanding anything contained in this Agreement or a purchase order to the contrary, no party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from any of the following: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, action or delays; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) inability or delay in obtaining supplies of adequate or suitable materials; (i) delays caused by the other party; and (j) other similar events beyond the control of the Impacted Party.

Independent Contractor. In the performance of all services, duties and obligations under this Agreement, Developer shall be, and at all times, acting and performing as an independent contractor with respect to the services performed under this Agreement. No relationship of employer or employee is created by this Agreement.

No Implied Warranties. Other than pursuant to a written warranty, Developer makes no implied or express warranties of any kind, all of which are hereby disclaimed, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

# Zagros Robotics

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## **Order Cancellation Policy**

Cancellation of all or any part of an order based on this agreement must be submitted to Zagros Robotics, Inc. in writing and is subject to the following:

All costs incurred or expended by Developer up to the cancellation date shall be paid by the City, including, but not limited to material and labor costs and fees.

Issue all purchase orders to:

Zagros Robotics, Inc.  
PO Box 460342  
St. Louis, MO 63146  
Attn: Jamar Neal  
Phone:(314)703-1321  
E-mail: [jneal@zagroseng.com](mailto:jneal@zagroseng.com)

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Policy Resolution – Net Metering Policy and Interconnection Policy  
(second reading)**

**MEETING DATE:** March 7, 2022

**REQUESTED ACTION:**

Council approval and adoption of a resolution approving the City of Mascoutah customer self-generation net metering policy and customer self-generation interconnection policy.

**BACKGROUND & STAFF COMMENTS:**

The City originally adopted a Net Metering Policy and Interconnection Policy in 2016. The Climate and Equitable Jobs Act became law on September 15, 2021 and includes a new statute section (220 ILCS 5/17-900) addressing customer rights for self-generation with regards specifically to electric cooperative and municipal systems. Each municipal system is required to update its policies for the interconnection and fair crediting of customer self-generation and storage to comply with the new statute by March 14, 2022. The presentation provided by IMUA in January 2022 is attached that explained the new requirements and changes.

There is no longer a 2% cap of the City's total load. The new statute regulates the allowance of net metering for all residential and small commercial customers; provided however that the on-site generating facility is to be sized to primarily produce only enough electricity to offset the customer's own electrical requirement (it cannot be oversized). Commercial, industrial and other customers that produce more than 25kW are regulated by other laws and statutes and will be reviewed on a case-by-case basis.

The City has already been using the net billing method of accounting for customer self-generation; we receive two readings each month (how much the customer purchased and how much the customer produced). Under the City's current policy, we have been giving a 1-to-1 retail value credit for excess energy produced. By doing this though, the City is not recovering its full distribution and transmission costs, some of which are fixed costs, which are not reduced by the addition of renewable energy. This could over time result in increased rates for those customers that do not self-generate. Therefore, IMUA is recommending the use of a Fair Solar Credit in order to balance the cost shift between generating customers and non-generating customers. The Fair Solar Credit will recognize the value of self-generation to the municipal distribution grid and benefits to other customers and help balance the interests of both the generating and non-generating utility customers. IMUA helped to determine the Fair Solar Credit for its member municipalities. Mascoutah's Fair Solar Credit is \$0.0538 for 2022. IMUA will update the rate at the beginning of each year. Staff is recommending using the Fair Solar Credit as the rate for excess energy produced. This new rate classification is provided in the following staff report with draft ordinance.

**RECOMMENDATION:**

Council approval and adoption of resolution.

**SUGGESTED MOTION:**

I move that the City Council approve and adopt Resolution No. 21-22-\_\_\_\_, a Resolution Regarding the City of Mascoutah Approval Customer Self-Generation Net Metering Policy and Customer Self-Generation Interconnection Policy.

Approved By:   
Kari Speir  
Assistant City Manager

Attachments: A – Resolution  
B – Net Metering Policy  
C – Interconnection Policy  
D – Interconnection Agreement

**RESOLUTION NO. 21-22-\_\_**

**A RESOLUTION REGARDING THE CITY OF MASCOUTAH APPROVAL OF  
CUSTOMER SELF-GENERATION NET METERING POLICY AND CUSTOMER  
SELF-GENERATION INTERCONNECTION POLICY**

**WHEREAS**, the City of Mascoutah operates its own electric distribution system for the benefit of its citizens; and

**WHEREAS**, certain forms of renewable generation are becoming more available to individual customers for installation on their homes or businesses; and

**WHEREAS**, legislative trends in Illinois and around the nation state that customers may own and operate certain forms of eligible renewable generation and to have the output of that generation used to offset that customer's electric energy usage from its incumbent utility, a process known as net metering; and

**WHEREAS**, the City has reviewed a policy to allow customers of the Mascoutah electric system to own and operate eligible renewable forms of generation and to have the output of that generation used to offset that customers' electric energy; that policy being known hereafter as the Customer Self-Generation Net Metering Policy and the Customer Self-Generation Interconnection Policy attached hereto and incorporated herein.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
MASCOUTAH, ILLINOIS:**

**Section 1.** The City of Mascoutah adopts the Customer Self-Generation Net Metering Policy and Customer Self-Generation Interconnection Policy attached hereto and incorporated herein.

**Section 2.** This Resolution shall become effective immediately upon its passage and recording with the City of Mascoutah Office of the City Clerk.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of March, 2022, by the following votes, to wit:

AYES	-	.
NAYS	-	.
ABSENT	-	.

Attachment A

**APPROVED** by the Mayor of the City of Mascoutah, Illinois, the 7<sup>th</sup> day of March, 2022.

\_\_\_\_\_  
Pat McMahan, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

City of Mascoutah, Illinois  
Customer Self-Generation Net Metering Policy  
2022

Section 1: The City of Mascoutah shall make available, upon request, net metering service to any customer taking service from the City of Mascoutah and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. The term “net metering” is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the municipal distribution system by the customer. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. The City of Mascoutah cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project starts construction, customer must complete the attached application form with payment of \$200.00 application fee and receive approval from the Public Works Director. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to Public Works Director.

Section 2: For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility, such as a photovoltaic facility and small wind turbines, and may include technology to store renewable energy at the customer’s premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the City of Mascoutah to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by the City of Mascoutah’s Interconnection Standards currently in place at the time of installation to be an eligible on-site generating facility.

Attachment B

Section 4: Subject to the limitations set forth herein, the City of Mascoutah shall make net metering service available upon request to any of the City of Mascoutah's residential or small commercial electric customer with an eligible on-site generating facility owned by the customer. The determination whether a customer is a residential or small commercial customer is based on the rate classification under which the customer takes electric service. The eligible on-site generating facility shall be located on the customer's premises and on the customer's side of the billing meter and be sized to primarily produce only enough electricity to offset the customer's own electrical requirements. Proper sizing of eligible on-site generating facilities shall be determined as set forth in Section 13 below.

Section 5: Any request for net metering service by a customer that is not a residential or small commercial customer shall be considered on a case-by-case basis. The decision with respect to such facilities shall be made by the Public Works Director and City Manager based on potential impacts to the distribution system or portions thereof and to the property of other customers of the City of Mascoutah. Customers that do not qualify for net metering service under this Policy shall be permitted to interconnect and self-generate as required by and in accordance with the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act (PURPA) on a case-by-case basis.

Section 6: Notwithstanding the provisions in Section 4, the City of Mascoutah reserves the authority to withhold, deny or delay approval of the interconnection of proposed on-site generating facilities and of net metering service hereunder if the operation of the facility would be unsafe or pose a risk of adverse impacts to the distribution system or portions thereof or to the property of other customers of the City of Mascoutah. The City of Mascoutah shall withhold approval for only so long as is reasonably necessary to remedy the risk of adverse impact. The City of Mascoutah shall only deny approval if the adverse impact cannot reasonably be remedied or if the customer refuses to meet all applicable State and local safety and electrical code requirements or refuses to provide for payment of the costs of the improvements to the facility or the system that are required to accommodate the otherwise eligible on-site generating facility. The City of Mascoutah shall not be required to make unscheduled improvements to its distribution system or portions thereof to remedy the situation causing the delayed or withheld approval unless the customer agrees to pay for the reasonable costs thereof. Likewise, the City of

Mascoutah may require a customer with an approved on-site generating facility that has been installed and begun to operate to suspend operations of the facility if it becomes unsafe or causes adverse impacts to the distribution system or portions thereof or to the property of other customers of the City of Mascoutah, and such suspension shall be in place only so long as is reasonably necessary to remedy the adverse impact. The City of Mascoutah may require the customer to disconnect the on-site generating facility from the distribution system in serious situations.

Section 7: (a) Energy generated by the customer-owned generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to the City of Mascoutah at the meter from the approved on-site generating facility.

(b) For all on-site generating facilities, the following credit method shall be used to determine excess energy credit: For energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate. For any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based upon the lesser of the full retail energy rate for the customer class and the avoided cost of energy. Avoided cost shall be determined as set forth in Section 12 below. The City of Mascoutah shall install an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

(c) Credits from electric energy delivered to the municipal distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from the Utility or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.

(d) The City of Mascoutah shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by the City of Mascoutah until all credits are used or until the end of the annual period. The annual period shall end each year on April 30; provided however for new net metering customers with generating facilities installed during an annual period, the annual period shall end on April 30 of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with the City of Mascoutah prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the City of Mascoutah terminates.

Section 8: Any costs the City of Mascoutah incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the municipal distribution system or a portion thereof that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be capped at \$1,500 annually to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility was installed. Costs assessed under this Section shall be demonstrable and cost-based. Such costs shall not include or be based on reduced sales by or lost revenues to the City of Mascoutah associated with net metering service.

Section 9: The City of Mascoutah shall develop such documents as needed to implement this policy, including an application, terms and conditions, and certificate of completion. The Public Works Director shall update and change these forms as needed without further approval of the City Council. A

customer applying for or taking service hereunder shall execute all appropriate documents.

Section 10: For all approved on-site generating facilities “avoided cost” shall be determined based on the sum of 1 and 2 below:

1. The rate in cents per kWh as published and approved annually by the governing body of the City of Mascoutah based on the calculations and recommendation from the City of Mascoutah’s electric wholesale supplier. The rate shall take into consideration the following:
  - a. Historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO).
  - b. Solar-weighted LMP: The simple average of the LMP weighted using Solar Weighting. Solar weighting is the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM) as may be amended from time to time.
  - c. Capacity value: Appropriate RTO capacity price with solar factors applied for average system peak times.
  - d. Transmission Value: Appropriate RTO transmission cost recovery with solar factor applied for average peak times.
2. The rate in cents per kWh as calculated by the City of Mascoutah for the avoidance of distribution system losses.

Section 11: The maximum size in kilowatts<sub>AC</sub> of the eligible on-site generating facility for an individual customer service location in the rate categories identified in Section 4 shall be determined as follows:

The installation of a renewable generating facility under this Policy is intended to supply all or a portion of the customer’s own usage of electricity. Therefore, in order to be approved, a renewable generating facility must be properly sized so as not to exceed the customers expected annual usage based on the customer’s current energy needs. It is also important to the customer that the generating facilities are properly sized because the credits under this Policy for excess energy delivered to the distribution system expire if not used within the time period established in this Policy. As part of the interconnection application, customer’s energy usage will be analyzed using

36-months of historical energy usage (if available) in order to calculate the customer's expected annual usage. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected annual usage. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of the City of Mascoutah, as determined by the Public Works Director, shall be used to set the expected annual usage. If facilities are allowed for customers in other rate classes, the right sizing shall be determined on a case-by-case basis.

In addition to the foregoing historic usage, the City of Mascoutah shall consider potential adverse impacts to the distribution system and to other customers of the City of Mascoutah that will be caused by or expected to be caused by the installation of the new renewable generating facility at the particular customer service location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected annual usage of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of the City of Mascoutah unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.

Section 12: Any customer with an approved on-site generating facility that was approved and in service on or prior to the effective date of the 2022 revisions to this Policy may elect to be treated as if it were placed in service after the effective date of the 2022 revisions to this Policy for purposes of the legacy netting and crediting provisions in Sections 8 and 12. There is a limited one-time option to make such election. The customer shall make any such election within 60 days of the effective date of the 2022 revisions to this Policy.

Section 13: The City of Mascoutah reserves the right to interpret, amend or rescind this policy. Nothing herein is intended to nor shall it create a right for a customer to rely on any particular netting or crediting methodology contained in the policy from time to time, and all rates for excess credits are subject to change in accordance with the laws of the State of Illinois governing municipalities.

Section 14: Citizen and customer concerns generally with this Net Metering Policy may be raised in the public comment portion of any open meeting of the governing body of the City of Mascoutah at any time and will be considered by the governing body in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the Electric Division Foreman. If the matter cannot be resolved at the utility staff level, this issue shall be reduced to writing and forwarded to the Public Works Director who shall schedule a meeting in person or by telephone or other communications media (i.e., Zoom call) with the customer. The customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved at this stage, the process will escalate to the City Manager. If this process fails to resolve the matter, the customer may appeal it to the circuit court and exercise whatever rights and remedies the customer may have in law or equity. This policy shall be posted on the City of Mascoutah's website along with appropriate contact information.

City of Mascoutah, Illinois  
Customer Self-Generation Interconnection Policy  
2022

Section 1: The City of Mascoutah shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities (as defined in the Customer Self-Generation Net Metering Policy) connected to the City of Mascoutah's electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the City of Mascoutah's electric distribution system.

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

- a. Only generating facilities that have been approved by the Public Works Director shall be interconnected with the City of Mascoutah electric distribution system.
- b. All interconnections shall comply with codes established by National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) as they may be amended from time to time.
- c. Construction and development of generating facilities is required to follow all applicable building codes, permitting processes, and zoning rules.
- d. The City of Mascoutah is under no obligation to purchase energy supplied to the utility under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the utility's system and receive credit for such energy under the utility's Customer Self-Generation Net Metering Policy of the Public Utility Regulatory Policies Act (PURPA).
- e. The City of Mascoutah may require periodic testing of systems. All test reports shall be submitted to the City of Mascoutah Utility Department after completion of the testing.
- f. The City of Mascoutah may charge reasonable fees associated with the implementation and application of this policy.

Attachment C

Section 3: The terms and conditions for any and all such interconnections are set forth in the attached model Interconnection Agreement, which may be reasonably adapted by the City of Mascoutah staff from time to time in implementing this policy and the Customer Self-Generation Net Metering Policy.

Section 4: The City of Mascoutah staff shall develop such documents as needed to implement this policy from time to time.

# Customer-Owned Generating FACILITIES INTERCONNECTION AGREEMENT

This Agreement, (“**Agreement**”) is entered into by and between the City of Mascoutah (“**Utility**”) and \_\_\_\_\_ (“**Customer**”). Customer and Utility are referenced in this Agreement collectively as “**Parties**” and individually as “**Party**.”

## Recitals

WHEREAS, Utility is a municipality-owned electric utility engaged in the retail sale of electricity in the state of Illinois.

WHEREAS, interconnection Customer is proposing to install, own, and operate an electric generating facility, or is proposing a generating capacity addition to an existing generating facility that qualifies under the Utility's Customer Self-Generation Interconnection Policy (adopted \_\_\_\_\_ date) consistent with the interconnection [Request Application Form] completed by interconnection Customer on \_\_\_\_\_,

## Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

## Article I

## Scope and Limitation of Agreement

- 1.1 **Scope of Agreement.** This Agreement governs the terms and conditions under which the Customer's generating facility will interconnect with, and operate in parallel with, the distribution system. Terms used in this Agreement and not otherwise defined shall have the respective meaning given to them in the Utility's Customer Self-Generation Interconnection Policy.
- 1.2 **Eligibility.** Interconnection to the electric system shall be granted only to new or existing Customers in good standing under the Utility's terms, conditions, rules, regulations and provisions for electric service. The Interconnection Agreement shall be between the Customer who owns a generating facility and the Utility (Utility).
- 1.3 **Request.** A Customer desiring to interconnect a qualifying generating facility must complete and return to the Utility an *Interconnection Request Application Form* with payment of the applicable processing fee. The processing fee for systems sized 25 kW<sub>AC</sub> and under is \$\_\_\_\_. The processing fee for systems sized greater than 25 kW<sub>AC</sub> is \$\_\_\_\_. The Utility may require additional details or clarifications as needed to properly evaluate the application.
- 1.4 **System Effects.** The Utility will analyze the overall impact of the proposed generating facility on the distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, and other parameters.

## Attachment D



- c) Power output control system shall ride through frequency fluctuations but shall automatically disconnect from Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
  - d) Inverter output distortion shall meet IEEE requirements.
  - e) The generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
  - f) The voltage produced by the Customer's generating facility must be balanced if it is a three-phase installation. The interconnection Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the Utility's service voltage.
  
- 2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.
  
- 2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.
  
- 2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.
  
- 2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the Utility's distribution System shall meet the applicable provisions of the following publications:
  - a) ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1-2020 testing protocols to establish conformity) as they may be amended from time to time. The following standards shall be used as guidance in applying IEEE 1547:
  - b) IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
  - c) IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems
  - d) UL1741 requirement for inverter based generation
  - e) NESC Electric Safety Code
  - f) ANSI/NFPA 70, National Electrical Code
  - g) OSHA (29 CFR § 1910.269)

## Article III

## Inspection, Testing, Authorization, and Right to Access

### 3.1 Equipment Testing and Inspection.

- a) Upon completing construction, the interconnection Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by the City of Mascoutah. The interconnection Customer shall not operate its generating facility in parallel with distribution system without prior written authorization by the Utility.
- b) All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW<sub>AC</sub>) periodically tested thereafter no less than every three (3) years.

### 3.2 Certification of Completion.

The interconnection Customer shall provide the Utility with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection Customer, as well as an inspection form from the City of Mascoutah demonstrating that the generating facility passed inspection.

### 3.3 Witness Test.

- a) The Utility shall perform a witness test after construction of the generating facility is completed but before parallel operation, unless the Utility specifically waives the witness test. The interconnection Customer shall provide the Utility at least 30 business days' notice of the planned commissioning test for the generating facility. If the Utility performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection Customer to schedule the witness test at a mutually agreeable time within 10 business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the Utility cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test within 10 business day of the original scheduled date. For systems sized less than 25 kW<sub>AC</sub> the 30 business days' notice shall be waived.
- b) If the witness test is not acceptable to the Utility, the interconnection Customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the Utility and interconnection Customer. If the interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the Utility, this Agreement shall be terminated. The interconnection Customer shall, if requested by the Utility, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- c) After the generating facility passes the witness testing, the Utility shall affix an authorized signature to the Certificate of Completion and return

it to the interconnection Customer approving the interconnection and authorization parallel operation.

- 3.4 **Right of Access.** The Utility must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, the Utility shall provide notice to the Customer prior to using its right of access.

**Article IV                      Effective Date, Term, Termination, and Disconnection**

- 4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the City of Mascoutah as well as the laws of the State of Illinois without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between the Utility and the interconnection Customer.
- 4.4 **Termination.** This Agreement may be terminated under the following conditions:
- a) By interconnection Customer - The interconnection Customer may terminate this Agreement by providing written notice to the Utility. If the interconnection Customer ceases operation of the generating facility, the interconnection Customer must notify the Utility.
  - b) By the Utility - The Utility may terminate this Agreement if the interconnection Customer fails to remedy a violation of the terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection Customer receives notice of its violation from the Utility.
  - c) Upon termination of this Agreement, the generating facility will be permanently disconnected from the distribution system. Terminating this Agreement does not relieve either party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
  - d) Upon termination of this Agreement, the Utility shall open and padlock the manual disconnect switch on Customer's premises.
- 4.5 **Disconnection.** The Utility may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:

- a) For scheduled outages, provided that the generating facility is treated in the same manner as Utility's load Customers;
- b) For unscheduled outages or emergency conditions;
- c) If the generating facility does not operate in the manner consistent with this Agreement;
- d) Improper installation or failure to pass the witness test;
- e) If the generating facility is creating a safety, reliability or a power quality problem; or
- f) The interconnection equipment used by the generating facility is delisted by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved.
- g) Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.

- 4.6 **Modification of Generating Facility.** The interconnection Customer must receive written authorization from the Utility before making any changes to the generating facility that could affect the distribution system. If the interconnection Customer makes such modifications without the Utility's prior written authorization, the Utility shall have the right to disconnect the generating facility immediately.
- 4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the Utility shall have the right to disconnect its distribution system or direct the interconnection Customer to disconnect its generating facility.
- 4.8 **Lost Opportunity.** The Utility is not responsible for any lost opportunity or other costs incurred by the interconnection Customer as a result of an interruption of service under this Article 4.

## Article V **Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

- 5.1 **Interconnection Facilities.**
- a) The interconnection Customer is responsible for the cost of additional interconnection facilities necessary to interconnect the generating facility with the distribution system.
  - b) The interconnection Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment
  - c) **Distribution System Upgrades.** The Utility shall design, procure, construct, install, and own any distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the interconnection Customer whose generating facility caused the need for the distribution system upgrades.
- 5.2 **Cost for Small Systems.** For qualifying systems sized 10 kW<sub>AC</sub> or less the cost in section 5.1 shall be capped at \$1,500 annually.

## Article VI

### Assignment, Limitation on Damages, Indemnity, Force Majeure

- 6.1 **Assignment/Transfer of Ownership of the Generating Facility.** This Agreement shall terminate upon the transfer of ownership of the generating facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the Utility in writing prior to the transfer of ownership.
- 6.2 **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 6.3 **Indemnification.** The interconnection Customer shall indemnify and defend the city, Utility and the elected officials, directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's generating facility, regardless of Customer's negligence or willful misconduct, except when and to the extent the loss occurs due to the grossly negligent actions of the Utility. The Utility shall indemnify and defend the interconnection Customer and the interconnection Customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the Utility's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.4 **Force Majeure.** If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party effected by the force majeure event (Affected Party) shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force majeure event, the expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term "force majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

## Article VII

### Insurance

- 7.1 **Insurance.** The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance or commercial building insurance. The interconnection Customer shall provide the Utility with proof that it has a current homeowner's insurance or commercial building insurance policy, or other general liability policy. The interconnection Customer shall name the Utility as an additional insured on its homeowner's insurance or commercial building insurance policy, or similar policy covering general liability and shall cause the insurance company to issue a Certificate of Insurance to the Utility. The interconnection customer shall notify the Utility immediately if such insurance policy is terminated or cancelled prior to the end of its term and if the insurance company has communicated an intent not to renew the policy.

## Article VIII

### Documents and Notices

- 8.1 **Documents.** The Agreement includes the following documents, which are attached and incorporated by reference:
- a) One-line drawing
  - b) Interconnection Request Application Form
  - c) System Upgrade Estimated Costs
  - d) Certificate of Completion
- 8.2 **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent Agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

#### **If to Interconnection Customer:**

Use the contact information provided in the interconnection Customer's application. The interconnection Customer is responsible for notifying the Utility of any change in the contact party information, including change of ownership.

#### **If to Utility:**

Use the contact information provided below. The Utility is responsible for notifying the interconnection Customer of any change in the contact party information.

Name:

---

Mailing Address:

\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

\_\_\_\_\_  
Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Article IX                      Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

**For the Interconnection Customer:**

Name:

Title:

Date:

**For Utility**

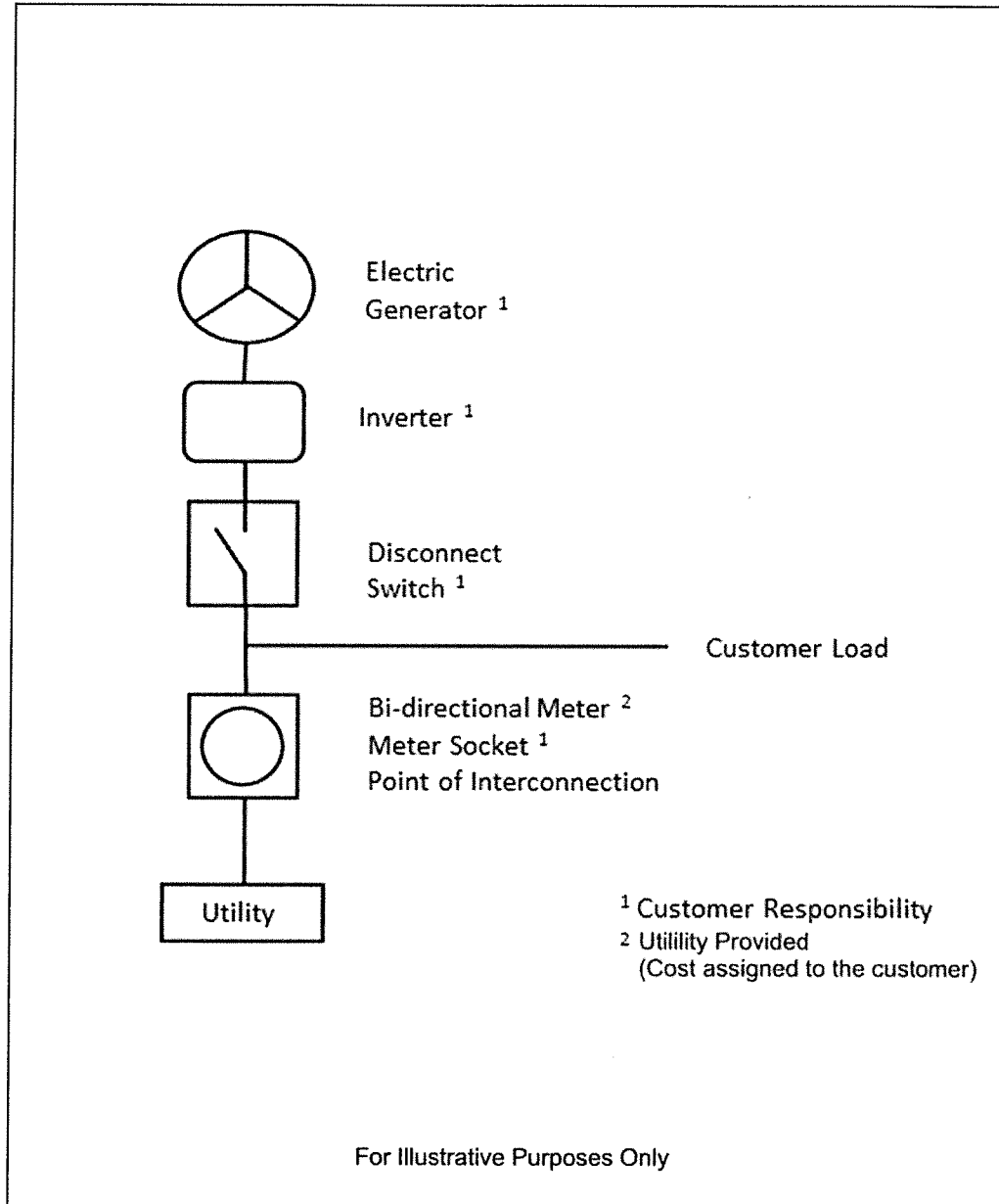
Name:

Title:

Date:

## APPENDIX A

### Sample One-line Interconnection Diagram



**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Code Change – Electric Rates, addition of Fair Solar Credit Rate for Energy Produced (second reading)**

**MEETING DATE:** March 7, 2022

**REQUESTED ACTION:**

Approval of revisions to Chapter 11 – Electric System of the City Code adding the Fair Solar Credit Rate for Energy Produced by adoption of ordinance.

**BACKGROUND & STAFF COMMENTS:**

In conjunction with adopting the new customer self-generation net metering policy and customer self-generation interconnection policy, the City needs to adopt the Fair Solar Credit Rate for Energy Produced. Mascoutah's rate as provided by IMUA for 2022 is \$0.0538. The addition of this new rate is included in the attached ordinance.

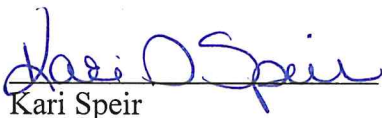
**RECOMMENDATION:**

Council approval of Ordinances, as attached.

**SUGGESTED MOTION:**

I move that the City Council approve and adopt Ordinance 22-\_\_\_\_, thereby modifying Chapter 11, Electric System, Article 1, General Regulations, Section 1 adding the Fair Solar Credit Rate for Energy Produced.

Approved By:



Kari Speir  
Assistant City Manager

Attachments: A –Ordinance

ORDINANCE NO. 22-\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,  
CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1, GENERAL REGULATIONS  
SECTION 1 OF THE CITY OF MASCOUTAH, ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, IN  
ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1:** Amending CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1,  
GENERAL REGULATIONS, SECTION 1, to amend the ELECTRIC RATES with the addition  
of a FAIR SOLAR CREDIT RATE FOR ENERGY PRODUCED as attached.

**SECTION 2:** This ordinance shall be in full force and effect April 1, 2022, after  
passage, approval and publication as required by law.

**PASSED** by the Mayor and the City Council of the City of Mascoutah, County of St.  
Clair, State of Illinois, upon motion by Councilman \_\_\_\_\_, seconded by Councilman  
\_\_\_\_\_, adopted on the following roll call vote on the 7<sup>th</sup> day of March, 2022, and deposited  
and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Weyant	_____	_____	_____
Walter Battas	_____	_____	_____
Nick Seibert	_____	_____	_____
Doug Elbe	_____	_____	_____
Pat McMahan	_____	_____	_____

**APPROVED AND SIGNED** by the Mayor of the City of Mascoutah, Illinois, this 7<sup>th</sup>  
day of March, 2022.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk  
(SEAL)

**ELECTRIC SYSTEM  
ARTICLE I. GENERAL REGULATIONS**

**Sec. 11-1-1. Classification of uses.**

*(h) Fair Solar Credit Rate for Energy Produced—Rate 8.*

For all approved on-site generating facilities “avoided cost” shall be determined based on the sum of 1 and 2 below:

1. The rate in cents per kWh as published and approved annually by the governing body of the City of Mascoutah based on the calculations and recommendation from the City of Mascoutah’s electric wholesale supplier. The rate shall take into consideration the following:
  - a. Historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO).
  - b. Solar-weighted LMP: The simple average of the LMP weighted using Solar Weighting. Solar weighting is the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM) as may be amended from time to time.
  - c. Capacity value: Appropriate RTO capacity price with solar factors applied for average system peak times.
  - d. Transmission Value: Appropriate RTO transmission cost recovery with solar factor applied for average peak times.
2. The rate in cents per kWh as calculated by the City of Mascoutah for the avoidance of distribution system losses.

Fair Solar Credit Rate for Energy Produced – 5.38 cents per KW-HR.