Ordinance No. 1637 A Replacement of Ordinance 1613, 1608, 1584, 1602 and 1605 City of Carmi, IL Net Metering Policy

Be it ordained by the Mayor and the City Council that Ordinance No. 1613, No. 1608, No. 1584, No. 1602 and No. 1605 are hereby replaced with the following:

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

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

Section 3: The electric generating facility must also abide by CME Interconnection Standards currently in place.

Section 4: Subject to the limitations set forth herein, CME shall make net metering service available upon request to any CME 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 11 below.

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

Section 6: Notwithstanding the provisions in Section 4, CME reserves the authority to limit the size of a customer net metered installation to a size such that the electrical output will not, as a matter of routine operation, exceed the electric load of the structure on which it is installed.

Section 7: Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period a credit shall be carried forward to the customer's next billing period. The customer's excess billing credits will continue to carry over and shall be applied to subsequent billing periods until all credits are used or until the end of the City's fiscal year. Any remaining credits in the customer's account shall expire at the end of the fiscal year. In no case shall credits for excess energy be carried forward from one fiscal year to the next. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. Under no circumstances will there be payments, or credit transfers for excess energy.

All current solar customers credits will expire at the end of the City's fiscal year, December 31, 2024.

Section 8: A fee of \$1500.00 shall be collected from each qualifying customer upon application submittal. This fee is necessary to cover the costs CME incurs associated with the net metering program, including but not limited to changes in metering, inspection of the completed system, other physical facilities and billing-related costs. For those facilities greater than 10kW that are deemed to qualify under this policy, all costs (greater than the initial \$1500.00 fee) associated with the program shall be borne by the participant.

Section 9: Any ground-mounted commercial or residential solar energy facility is to be sited as follows, with setback distances measured from the nearest edge of any component of the facility:

Setback Description	Setback Distance
Occupied community buildings and dwellings on non-participating properties	150 feet from the nearest point on the outside wall of the structure
Boundary lines of participating property	None
Public road rights-of-way	50 feet from the nearest edge
Boundary lines of non-participating property	50 feet to the nearest point on the property line of the non-participating property

Any ground-mounted solar energy facility is to be sited so that no component of a solar panel has a height of more than 20 feet above the ground when the solar energy facility's arrays are at full tilt.

Section 10: CME shall develop such documents as needed to implement this policy, including the "Interconnection Request Application Form" (attached as Exhibit A). Any documents requiring signatures (notary or customer) must be submitted to the City in a "wet" format (no electronic signatures will be accepted).

Section 11: Construction plans must be submitted for each proposed project and must be signed and stamped by a professional engineer registered in the State of Illinois.

Section 12: The maximum size in kilowatts (alternating current - AC) 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 customer's 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 CME, as determined by CME, 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.

Section 13. The City of Carmi reserves the right to interpret, amend or rescind this policy. Any modification of the policy shall become effective on the date of its issuance unless otherwise noted. Nothing herein is intended to or should be construed as a contractual offer or creating any contractual obligation on the part of the City.

This ordinance shall be in full force and effect beginning January 1, 2025.

Upon passage of this ordinance, the City Council directs the City Electrical Engineer to reach out to all current solar customers in writing to clarify Section 7 and how their billing be affected by this ordinance.

Approved this X day of X, 2024.

Vote:

Ayes: 8

Navs: ()

Absent:

Abstain: U

Jeff Pollard, Mayor

Attest: Cynthia Attebury, City Clerk

54hibit A

City of Carmi Application Checklist

All submitted documents including the permit application and building	
been <u>signed in ink by the applicant and/or property owner and notarized by a W</u> commissioned notary public. No electronic signatures are accepted.	/hite County, Illinois
Proof of homeowner's insurance in accordance with the ordinance rul submittal.	es is included in the
All required application forms have been filled out completely, match in the design plans/drawings, and are included in the submittal.	the data specifications
Detailed plans/drawings for the layout, equipment and the electrica stamped by an Illinois registered professional engineer are included in the subm	0 ,
All plans/drawings and submitted applications are in compliance with current Net Metering Ordinance.	n the City of Carmi's
All fees required by the ordinance are included in the submittal.	
Signature of Property Owner	Date
Signature of Solar Company Representative (if applicable)	Date

Exhibit A

City of Carmi Standard Distributed Generation Interconnection Interconnection Request Application Form and Conditional Agreement to Interconnect (Lab-Certified) Inverter-Based Distributed Generation Facilities 10 kW and Smaller)

Interconnection Applicant Contact Information

Customer Name:	
Primary Contact:	
Mailing Address:	
City: State:	
Telephone (Daytime):	(Evening):
Fax Number:	
Additional Contact Information (if different from prin	mary contact)
Name:	
Mailing Address:	
City:State:	Zip Code:
Telephone (Daytime):	(Evening):
Fax Number:	E-Mail Address:
Equipment Contractor	
Name:	
Mailing Address:	
City:State:	
Telephone (Daytime):	(Evening):
Fax Number:	E-Mail Address:
Electrical Contractor (if Different from Equipmen	t Contractor):
Name:	è
Mailing Address:	
City: State:	
Telephone (Daytime):	(Evening):

Fax Number: _		E	-Mail Address:	
Contractor Lice	ense number:		*	
		No		
Is the Interconn	ection Customer request	ing Net Meterin	g?	
Yes No				
Distributed G	eneration Facility ("Fac	ility") Informa	<u>tion</u>	
Facility Addres	s;			
City:		Sta	te:	Zip Code:
(utility) serving	Facility site:			
Account Numb	er of Facility site:			Aga Papating Carlot Barrer
Inverter Manuf	acturer:		Model:	
Is the inverter l	ab-certified as that term i	s defined in the	Illinois Distribu	ted Generation Interconnection
Standard? Yes	No			
(If yes, attach r testing laborate		specifications ar	nd label informa	tion from a nationally recognized
Generation Fac	ility Nameplate Rating:	(kW)_	(kVA)	(AC Volts)
Prime Mover:	Photovoltaic	Reciprocating	Engine	Fuel Cell
	Turbine	Other		
Energy Source	Solar	Wind	Hydro	Diesel
	Natural Gas	Fuel Oil	Other	
In-Service Date	ə;			
(If the In-Servi of the changed		rconnection cus	tomer must info	rm the utility as soon as it is aware

Insurance Disclosure

The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnection customer. The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance. Whenever possible, the interconnection customer shall name the (utility) as an additional insured on its homeowner's insurance policy, or similar policy covering general liability.

Customer Signature

Applica	ant Signature:
	Date:
	State ofCounty of
ξ; .	I ne foregoing instrument was acknowledged before me
	thisday of, 20
	Notary Public
	My Commission Expires
<u>'on diti</u>	onal Agreement to Interconnect Distributed Generation Facility
<u>con diti</u>	onal Agreement to Interconnect Distributed Generation Facility
y its si itercon tached	onal Agreement to Interconnect Distributed Generation Facility gnature below, the (utility) has determined the interconnection request is complete. nection of the distributed generation facility is conditionally approved contingent upon the terms and conditions of this Agreement, the return of the attached Certificate of Completion, excuted verification of electrical inspection and successful witness test.
ly its si ntercon ttached uly exe	gnature below, the (utility) has determined the interconnection request is complete. nection of the distributed generation facility is conditionally approved contingent upon the terms and conditions of this Agreement, the return of the attacked Contingent upon the

Terms and Conditions for Interconnection

- 1) Construction of the Distributed Generation Facility. The interconnection customer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the utility.
- 2) Final Interconnection and Operation. The interconnection customer may operate the distributed generation facility and interconnect with the utility's electric distribution system after all of the following have occurred:
 - a) Electrical Inspection: Upon completing construction, the interconnection customer shall cause the distributed generation facility to be inspected by the local electrical inspection authority, who shall establish that the distributed generator facility meets local code requirements.
 - b) Certificate 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 local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c) The utility has completed its witness test as per the following:
 - i) Within 10 business days of the commissioning date, the (utility name) must, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the applicable codes.
 - ii) If the utility does not perform the witness test within the 10 business days after the commissioning date or such other time as is mutually agreed to by the Parties, the witness test is deemed waived unless the utility cannot do so for good cause. In these cases, upon utility request, the interconnection customer shall agree to another date for the test within 10 business days after the original scheduled date.
- 3) IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 4) Access. The utility shall have direct, unabated access to the disconnect switch and metering equipment of the distributed generation facility at all times. The utility shall provide 5 business days' notice to the customer prior to using its right of access except in emergencies.
- 5) Metering. Any required metering shall be installed at customer expense.

- Disconnection. The utility may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a) For scheduled outages, provided that the distributed generation facility is treated in the same manner as utility's load customers;
 - b) For unscheduled outages or emergency conditions;
 - c) If the distributed generation facility does not operate in the manner consistent with this Agreement;
 - d) Improper installation or failure to pass the witness test;
 - e) If the distributed generation facility is creating a safety, reliability or a power quality problem; or
 - The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.
- Indemnification. The interconnection customer shall indemnify and defend the city, utility and the 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 or (b) breach of this Agreement. 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.
- 8) Insurance. The interconnection customer shall provide the utility with proof that it has a current homeowner's insurance policy, or other general liability policy, and, when possible, the interconnection customer shall name the utility as an additional insured on its homeowner's insurance policy, or similar policy covering general liability.
- Dimitation 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.
- 10) 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 distributed generation 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 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.

- Modification of Distributed Generation Facility. The interconnection customer must receive written authorization from the utility before making any changes to the distributed generation facility that could affect the utility's 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 distributed generation facility.
- Permanent Disconnection. In the event the Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the interconnection customer to disconnect its distributed generation facility.
- Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois. Nothing in this Agreement is intended to affect any other agreement between the utility and the interconnection customer.
- Survival Rights. This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- Assignment/Transfer of Ownership of the Distributed Generation Facility. This Agreement shall terminate upon the transfer of ownership of the distributed generation 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.
- 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:	W-t-Wit	
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Fax Number:	E-Mail Addr	ess:

Interconnection Request Application Form (Greater than 10 kW to 1MW)

Interconnection Customer Contact Information

Customer Name:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Fax Number:	E-Mail Add	dress:
Alternative Contact Information (if	different from Primary Contac	et Information)
Name:		
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Fax Number:	E-Mail Add	dress:
· 141 1.41 (10.41000	1	
		7:- 0.1
		Zip Code:
(utility name) serving Facility site:		
•	·	
Inverter Manufacturer:	Model:	
Equipment Contractor		
Name:		
Mailing Address:		
City:	State:	Zip Code:
Telephone (Daytime):	(Evening):	
Fax Number		

Electrical Contractor (if different from Equipment Contractor)

	State:		
	tion for Customer Facility		
apacity:	(Amps)	Voltage:	(Volts
ype of Service: Si	ngle Phase	Three Phase	
3 Phase Transformer, In	dicate Type:		
Primary Winding	Wye	Delta	
Secondary Windin	g Wye	Delta	
		Impodanco:	

Net Meter (Unit will operate in parallel and will occasionally export power into the distribution system)

Generator & Prime Mover Information

ENERGY S	SOURCE (Wind	l and Solar):			
ENERGY C	CONVERTER 1	TYPE (Wind Turbine,	Photovoltaic	Cell, Fuel Cell):	ectrissistickingspransuscences consistent
GENERAT	OR SIZE:	NUMBER OF	UNITS:	TOTAL CAPACITY:	WHO COME TO A PROSENCE OF THE COME TO THE TO THE COME TO THE COME
GENERATO	kW o	or kVA ck one):			kW or kVA
Induction	Inverter	Synchronous	Other		

Distributed Gener	,			
In-Service Date:_ List interconnecti lab-certified.				ibuted generation facility that are
Componen	•			Label & Listing
				,
سم				cal specifications.
Please pro	ovide cobies of ma	inutacturer broc	iures or techni	ical specifications.
Energy Production	a Equipment/Inve	erter Informati	on:	
Synchronous	Induction	Inverter	Other	
Rating:	kW	Rating:		kVA
Rated Voltage:		Volts	;	
Rated Current:		Amps	S	
System Type Tested Yes No	l (Total System): ; attach product lite	erature		
Additional Inform	ation for Inverter	-Based Faciliti	<u>es</u>	
Inverter Informati	on:			
Manufacturer:			Model:	
Гуре: For	ced Commutated	Line	Commutated	
Rated Output:		Watts		Volts
Efficiency:	%	Power Factor	•	%
nverter UL 1741 L	isted: Yes	No		

DC Source / Prime Mover:

Rating:kW	Rating:	kVA
Rated Voltage:	_ Volts	
Open Circuit Voltage (if applic	oable):	Volts
Rated Current:		
Short Circuit Current (if applic	able):	A mps

Other Facility Information:

One Line Diagram attached: Yes

Plot Plan attached: Yes

Customer Signature

	ant signature.	a somptoto dita atto.	
'itle:_		Date:	
	State of		
	State of County The foregoing instrument	of	
	this day of	was acknowledged before me	
	by	120	
		A 1 - 1 - 2 - 1 34	
	My Commission Expires	Notary Public	
35.4.			
on diti	onal Agreement to Interconn	ect Distributed Generation Facility	
on diti	onal Agreement to Interconn	ect Distributed Generation Facility	
its si	gnature below, the (ntility) has	determined the internal	
its si ercom	gnature below, the (utility) has acction of the distributed gener	determined the interconnection request is complete.	
its sig ercom	gnature below, the (utility) has nection of the distributed gener terms and conditions of this A	determined the interconnection request is complete, ration facility is conditionally approved contingent upon the	· ·
its signer ached by exe	gnature below, the (utility) has nection of the distributed gener terms and conditions of this A outed verification of electrical	determined the interconnection request is complete. ration facility is conditionally approved contingent upon the greement, the return of the attached Certificate of Completion inspection and successful witness test.	
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vits sig tercom tached ly exec ility R	gnature below, the (utility) has nection of the distributed gener terms and conditions of this A outed verification of electrical epresentative Signature:	determined the interconnection request is complete, ration facility is conditionally approved contingent upon the	

Certificate of Completion

To be completed and returned to the (position title) when installation is complete and final electric inspector approval has been obtained*

Mailing Address:	
Mailing Address:	
Telephone (Daytime)	
Telephone (Daytime):Fax Number:	(Evening):
	E-Mail Address:
Installer	_
	Check if owner-installed
Name:	

CIE),	('+-,
l elephone (Daytime):	State:Zip Code; (Evening):
Fax Number:	(Evening): E-Mail Address:
Final Plant C T	
Final Electric Inspection and Intercon	nnection Customer Signature
The distributed generation facility is con	uplete and has been approved by the local electric inspector
The interconnection customer acknowled until receipt of the final acceptance and	uplete and has been approved by the local electric inspector e electric inspector's form indicating final approval is attached. dges that it shall not operate the distributed generation facility approval by the utility as provided below.
The interconnection customer acknowled until receipt of the final acceptance and	dges that it shall not operate the distributed generation facility approval by the utility as provided below.
The interconnection customer acknowle until receipt of the final acceptance and Signed:	dges that it shall not operate the distributed generation facility approval by the utility as provided below. Date:
The interconnection customer acknowle until receipt of the final acceptance and signed: (Signature of interconnection Name: Check if copy of signed electric inspection Check if copy of as built documents is at	dges that it shall not operate the distributed generation facility approval by the utility as provided below. Date: inection customer) Date stacked [the distributed generation facility approval by the utility as provided below.
The interconnection customer acknowle until receipt of the final acceptance and signed: (Signature of interconnection Name: Check if copy of signed electric inspection Check if copy of as built documents is at	Date:
The interconnection customer acknowle until receipt of the final acceptance and signed: (Signature of interconnection Printed Name: Check if copy of signed electric inspection Check if copy of as built documents is at Acceptance and Final Approval for Interconnection agreement is approved.	Date:
The interconnection customer acknowle until receipt of the final acceptance and signed: (Signature of interconnection Name: Check if copy of signed electric inspection Check if copy of as built documents is at the interconnection agreement is approved interconnected operation upon the signing Utility waives Witness Test? (Initial) Year	dges that it shall not operate the distributed generation facility approval by the utility as provided below. Date:
The interconnection customer acknowle until receipt of the final acceptance and signed: (Signature of interconnection Printed Name: Check if copy of signed electric inspection Check if copy of as built documents is at the interconnection agreement is approved interconnected operation upon the signing Utility waives Witness Test? (Initial) Yes If not waived, date of successful Witness	dges that it shall not operate the distributed generation facility approval by the utility as provided below. Date:

CITY OF CARMI Date: **BUILDING PERMIT APPLICATION** Permit Number: ---Submit to: City Clerk; City of Carmi; 225 E. Main St.; Carmi, IL 62821 (Phone: 618.384.2001) APPLICANT: Name: Phone: Address: Zip: Business Name (if applicable): Property Owner (if different than applicant): Phone: Address: Zip: Zip: **PROPERTY** Address of Project Site: Present Use of Property: Proposed Use: Circle One: New Construction Remove or Demolish List Names of Adjoining Property Owners: Describe Work to be Done: IF YOU ARE ON A STATE HIGHWAY, PLEASE CHECK WITH IDOT FOR RULES AND REGULATIONS. Signature of Applicant Date Signature of Property Owner Date

State of	County of _		,	
The forego	ing instrument was	acknowledg	ed befor	e me
this	day of		20	·
by				
			Notary P	ublic
My Comm	ission Eynires			

ON THE REVERSE SIDE OF THIS PAGE PLEASE PROVIDE A PENCIL DRAWING OF THE PROPOSED CONSTRUCTION. PLEASE SHOW APPROXIMATE DISTANCE TO PROPERTY LINES, SIDEWALKS, STREETS, UTILITIES AND OTHER BUILDINGS IN GENERAL AREA. SHOW DIRECTION WITH A "NORTH" INDICATOR.

DO NOT WRITE BELOW LINE – OFFICE USE ONLY

THIS SECTION TO BE COMPLETED BY LOCAL UTILITY DEPARTMENTS						
WATER DEPT:	DATE INSPECTED: _	APPROVED BY:_				
FINAL APPROVAL CITY OF CARMI						
APPROVED:/ DENIED:/						
		CITY CLERK				