

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of October, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***MIDWEST STERILIZATION CORPORATION, a corporation of the State of Missouri***, hereinafter referred to as the “**Midwest**,” **WITNESSETH:**

**WHEREAS**, the City has codified a procedure for large general and industrial customers to apply to receive a primary service adjustment (“PSA”) for electrical utility services as set forth in Sec. 41-943 of the City’s ordinances; and

**WHEREAS**, Midwest has requested from the City a PSA for electrical utility services for its facility located at 1204 Lenco Avenue, Jackson, Missouri; and

**WHEREAS**, the City desires to provide Midwest with a PSA; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. The City will install, own, operate and maintain all electric distribution facilities on the source (or line) side of the primary meter. By way of examples, see attachments A and B which are made a part hereof.

2. Midwest will install, own, operate and maintain all electric distribution facilities downstream (customer side) of the primary meter. Ownership includes the responsibilities of design, procurement, installation, future replacement, and ongoing maintenance. Midwest will be responsible for hiring, or contracting with, qualified electricians to install, operate and maintain its equipment on its side of the demarcation or point of service (“POS”). Midwest will

be responsible for costs associated with the construction of powerline extensions upstream of the primary meter, if needed.

3. Construction and operation of Midwest's facilities will be consistent with the National Electric Code ("NEC") and the National Electrical Safety Code ("NESC").

4. The location of the primary metering equipment and all associated utility distribution equipment required for establishing a primary metered service will be coordinated with the Director of Electric Utilities.

5. Midwest's electrical system will be subject to inspection and approval by the City for metering, protective devices and interconnection facilities downstream of the demarcation point or POS.

6. Midwest's electric distribution system must be designed to prohibit "feedback" into the City's system. Any operation of Midwest's primary system must be coordinated with the Director of Electric Utilities.

7. Midwest's system must be designed to match the City's 12,470 volts and transformers.

8. All primary metering will be supplied by the City and billed to Midwest at cost. If Midwest purchases the primary metering equipment directly the equipment must meet City Specifications.

9. Midwest will provide the City with the appropriate contact personnel for purposes of coordinating and accessing Midwest's facilities containing switchgear or switchboards. Midwest will be responsible for contacting the Director of Electric Utilities prior to performing any work on Midwest's side of the system that may impact City's distribution system. Midwest

will notify the Director of Electric Utilities at least 48 hours in advance, if possible, at 573-243-3536.

10. Midwest is responsible for terminating and testing its primary voltage conductors on the load-side of the primary metering cabinet (required for pad-mounted primary meter enclosures) or the load side of the primary riser switch (required for pole-mounted primary metering). See attachments A and B.

11. The City required the use of an open-transition (non-paralleled operation) design if Midwest decides to install generating facilities for standby or back-up purposes and an automatic isolation switch that must be utilized and tested periodically for proper isolation. An Interconnection Agreement between Midwest, the City and Missouri Public Utility Alliance (MPUA) is required if the Midwest elects a closed-transition (grid-tied or paralleled operation) system. This agreement must be executed before parallel operation of the generating facilities can commence. Please refer to the City of Jackson's and MPUA Interconnection Agreement.

12. All Midwest switchgear settings and protective devices will be designed to coordinate with the City's system.

13. Before energizing the primary metered service, Midwest will:

- a) Establish an account at City Hall;
- b) Contact the Director of Electric Utilities at least one (1) week before the required "need date" for energization to allow for scheduling and coordination;
- c) Allow City personnel and Midwest's electrical contractor to perform an inspection and testing of the following upon energization:
  - i) Voltage Test



- ii) Phase Test
- iii) Confirm Phase Rotation
- iv) Inspect Terminations
- v) Visual open capability at approved Midwest location

14. Midwest acknowledges and agrees that the City cannot guarantee the availability or continuity of delivery of electric service due to external forces and events beyond City control and acts of God.

15. Midwest is responsible for providing phase-loss and surge protection systems for Midwest owned equipment.

16. In the event of an outage, the City will make all reasonable, safe, and prudent efforts to quickly restore power to the line side of the primary meter. Midwest will be treated on a basis equal to other City customers in determining restoration priority.

17. If Midwest facilities are isolated by local fuses or other protective devices, or if it is perceived that any damage may have occurred to Midwest equipment, Midwest agrees to retain a qualified, authorized Midwest representative to approve reenergization of its facilities by City.

18. The City may disconnect service to Midwest if, at any time and in the sole opinion of the City, the Midwest facilities are presenting a public safety hazard or are causing an adverse reliability or power quality impact to the City's Electric Distribution System or to other City customers.

19. The PSA will be used to credit Midwest for electric services received. The PSA will be based on the total amount due for all applicable demand and energy charges incurred for the month but will not apply to any other charges, fees, credits, or adjustments. The PSA will be

at the rate adjusted in accordance with the provision of Section 41-943 of the Code of Ordinances on all applicable charges which is two (2) percent monthly at the time of this Memorandum of Understanding.

20. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

21. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

22. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

23. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the day and year first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**MIDWEST STERILIZATION CORPORATION:**

  
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Karen E. Eldridge, President