



7755 Auburn Road  
Concord, Ohio 44077

November 16, 2017

City of Willoughby Hills  
35405 Chardon Rd.  
Willoughby, Ohio 44094

Re: Installation of new 200A 120/208V Service & Removal of Existing Overhead  
Electrical Facilities @ 31021 Meadowbrook, Willoughby Hills, Ohio

Illuminating Company Ref. File WR58987314 & WR59065111

To Whom It May Concern:

Per our conversations, please find the necessary documents to process the work mentioned above.

Please sign the following documents:

- General Service Installation Line Cost Agreement with Premium Service
- Customer Work Approval and Payment Designation Form
- Sign proposed design:

The Illuminating Company  
Attention: Danielle K. Giles  
7755 Auburn Road  
Concord, OH 44077  
dgiles@firstenergycorp.com

An invoice reflecting the charges for construction of the electrical facilities will be sent to you separately in the mail after the above signed documents are received in this office. It is imperative, to keep scheduling of construction of the above-mentioned work timely, that you remit the above signed documents to this office promptly. Upon receipt of payment by the The Illuminating Company, the work will be released from this office for scheduling. The Illuminating Company does require 30 days for internal processing of this project prior to scheduling installation. Scheduling is nine weeks from time that payment is remitted to The Illuminating Company. Please be advised that this quote is valid for 30 days from date of this letter.

If there are any questions regarding the above project contact me at (440)358-4928.

Respectfully,

Danielle Giles  
Distribution Technician III  
Northern Region Engineering  
Cc:file

\*\*\*\*THIS IS NOT AN INVOICE\*\*\*\*

The CLEVELAND ELECTRIC ILLUMINATING COMPANY  
**GENERAL SERVICE INSTALLATION  
LINE COST AGREEMENT**

AGREEMENT made this 16<sup>th</sup> day of November, 2017 by and between The Cleveland Electric Illuminating Company hereinafter called the Company, and the undersigned, hereinafter the Customer.

WITNESSETH:

WHEREAS, the Customer desires the Company to provide new or changed electric service facilities (also referred to as "line extension") at the premises at 31021 Meadwobrook, Willoughby Hills, Ohio, and

WHEREAS, the Company's line extension policy is set forth in the Company's tariffs and approved by the Public Utilities Commission of Ohio, this Agreement and the terms and conditions thereof are subject to the Company's line extension policy and line extension tariff, and the line extension tariff shall govern in case of any conflict.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. The Customer shall make an up-front payment to the Company in the sum of eleven thousand two hundred nine dollars and fifteen cents Dollars (\$11,209.15) (equal to 40% of the estimated cost of the line extension, plus 100% of the estimated cost of any premium installation charges) prior to the start of construction by the Company.
2. Said electric service facilities shall at all times be and remain the property of the Company and where the electric service facilities are to be constructed underground the Customer shall provide the trenching and backfilling to Company specifications, and shall install and own the service laterals.
3. The Company shall proceed to construct said facilities with reasonable promptness, but, in the case of a premium installation, such work shall not commence before receipt of the payment required in Paragraph 1 above.

Work Type WR58987314 & WR59085111  
CREWS Request # DCOMN & DROS  
SAP Order # 15520084 & 15565462

The CLEVELAND ELECTRIC ILLUMINATING COMPANY  
**GENERAL SERVICE INSTALLATION  
LINE COST AGREEMENT**

4. Where necessary in the judgment of the Company, rights-of-way and tree trimming rights in a form acceptable to the Company shall be granted or secured by the Customer and provided to the Company at no cost to the Company.

5. This Agreement shall be assigned by Customer to any successor in interest or any entity that becomes the customer of record for electric usage at the Customer's facilities at the address set forth above.

6. Customer expressly acknowledges and agrees to the attached terms and conditions, marked as Attachment A, which are incorporated herein as if fully set forth at this point.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the day and year first above written.

*Quoted prices will remain in effect for 90 days from the above date.*

The CLEVELAND ELECTRIC ILLUMINATING COMPANY  
By Danielle P. Giles  
Distributor  
Title

X \_\_\_\_\_ Customer  
By \_\_\_\_\_  
X \_\_\_\_\_ Title  
X \_\_\_\_\_ Street Address  
X \_\_\_\_\_ City State Zip Code

**\*\*This is not an Invoice\*\***

Please return signed copy to: The Illuminating Company  
Attn: Danielle Giles  
7755 Auburn Rd.  
Concord, Ohio 44077  
dgiles@firstenergycorp.com

The CLEVELAND ELECTRIC ILLUMINATING COMPANY  
GENERAL SERVICE INSTALLATION  
LINE COST AGREEMENT

Attachment A

- 1.1 All planned installation service under this Agreement will be performed during the normal working hours of the Company. Customer will provide reasonable means of access to all areas and/or equipment required to fulfill this Agreement.
- 1.2 In the event the Customer's system(s) are altered, modified, changed or moved, this Agreement may be immediately terminated, or the pricing of this Agreement changed, or the altered, modified, changed, or moved equipment removed from the scope of this Agreement, at Company's option.
- 1.3 Company will not be considered in default hereunder as a result of, or liable for damage, expense, or loss caused by, delays or prevention of performance arising from causes beyond its reasonable control, including, but not limited to delays caused by fire, flood, accident, corrosive substance in the air, strike, governmental action or inaction, lockout, dispute with workmen, inability to obtain material or services, commotion, governmental or military authority, insurrection, riots, vandalism, theft, terrorism, acts of God, or any other cause beyond Company's reasonable control.
- 1.4 Notwithstanding anything to the contrary, neither Company, its affiliated companies, its subcontractors, nor its employees shall be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, but not limited to, loss of profit or revenues, loss by reason of plant or other facility shutdown, non-operation, or increased expense of operation; loss of use of any product machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, or services, down time costs or claims of Customer, subcontractors, vendors or suppliers), in tort, contract, or otherwise, regardless of cause or fault.
- 1.5 The parties shall indemnify, save harmless, and defend the other party from and against any and all demands, claims, suits, liabilities, expenses (including reasonable attorney's fees) or causes of action of every kind and nature whatsoever including, without limitations, those causes of action for bodily injury, death to person or persons, and damage to any and all property to the extent caused by the indemnifying party's negligent acts, errors, or omissions in the performance of its obligations arising out of this Agreement.
- 1.6 The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

**ILLUMINATING COMPANY (CEI)**  
**Customer Work Approval and Payment Designation**

11/16/17  
 6:40 AM

**Work Request Information**

WR No: 5987314 SAP Order No: 15520084 SAP Notification No: 745284921 Entry Date: 09/29/2017  
 WR Name: CITY OF WILLOUGHBY HILLS,  
 Street No: 31021 Street No Frac: Dir: Unit no: PUMP S  
 Street Address: MEADOWBROOK DR  
 City: WICKLIFFE State: OH Zip: 44092 -  
 WR Desc: Special Instructions: PUMP STATION. CUST REQ TO INCREASE VOLTS SW JACK MCNEELY ELEC ENGINEER ADVISED INSPECTION REQUIRED PRIOR TO SERVICE ENERGIZED. ADVISED TO CLEARLY MARK LOT. ADVISED FEES WILL BE ASSESSED BY FIELD. ADVISED NO SPECIFIC TIMEFRAME FOR METER TO BE SET

I request to have ILLUMINATING COMPANY (CEI) perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by ILLUMINATING COMPANY (CEI). I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from ILLUMINATING COMPANY (CEI) will not be impacted in any way regardless of the provider I select to do this work. This is not an invoice.

**Bill To Information**

Billable Id: A Billing Entry Date: 11/14/2017  
 Bill To Name: CITY OF WILLOUGHBY HILLS,  
 Attention:  
 Street No: 35405 Street No Frac: Dir: Unit No:  
 Street Name: CHARDON RD  
 City: WILLOUGHBY State: OH Zip: 44094 -  
 Purchase Order No:  
 Sales Rep: GAO ORTIZ, GABRIEL A Phone: (440) 358-4953

**Billable Charges**

<b>Description:</b>		UP FRONT LINE EXTENSION FOR UPGRADE/PREMIUM CHARGES FOR REMOVAL OF EXISTING FACILITIES @ 31021 MEADOWBROOK		
<b>Detail:</b>	<b>Direct Cost</b>	<b>Overheads</b>		
	Labor \$ 3553.54	\$ 3000.25	\$	6553.79
	Material \$ 4497.79	\$ 715.15	\$	5212.94
	Equipment \$ 750.74	\$ 119.37	\$	870.11
		<b>Regular Cost Estimate:</b>	\$	12,636.84
		<b>Excluded Operation &amp; Maintenance Cost:</b>	\$	223.12
		<b>Adjusted Cost Estimate:</b>	\$	12,413.72
		<b>Company Obligation for Construction:</b>	\$	(7,448.23)
		<b>Line Extension:</b>	\$	4,965.49
		<b>Premium:</b>	\$	5,018.61
		<b>Sub Total:</b>	\$	9,984.10
		<b>CIAC Tax:</b>	\$	1,225.05
		<b>Finance Interest:</b>	\$	
		<b>Est. Sales Tax:</b>	\$	0.00
		<b>Amount to be Invoiced:</b>	\$	11,209.15

CUSTOMER NAME (Or DBA/INC)	CUSTOMER SIGNATURE
X	X
SIGNEE'S TITLE IN THE COMPANY	DATE
X	X
ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Print)	ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Signature)
Danielle K. Giles	Karell A. St. As

**Ohio Line Extension Customer Work Approval and Payment Designation – Form X-3847  
Terms and Conditions**

Ohio Edison Company, Illuminating Company, or Toledo Edison Company ("Operating Company") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of Operating Company.

**BILLING AND PAYMENT**

In the event that Operating Company performs the agreed to work prior to payment, Operating Company will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to Operating Company upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 ½%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse Operating Company in full for all costs of collection, including attorney fees, incurred or paid by Operating Company in connection with collecting, or attempting to collect, any amounts due under this Agreement.

**INDEMNIFICATION**

Owner agrees for itself, its successors and assigns, to defend, indemnify and save Operating Company, its successors and assigns, harmless from all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by Operating Company under this Agreement, unless initiated or proximately caused by the sole negligence of Operating Company. Notwithstanding the foregoing, Operating Company shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

**LIMITATION OF LIABILITY**

Neither Operating Company, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of Operating Company's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

**FORCE MAJEURE**

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

**ASSIGNMENT**

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of Operating Company.

**ARBITRATION**

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

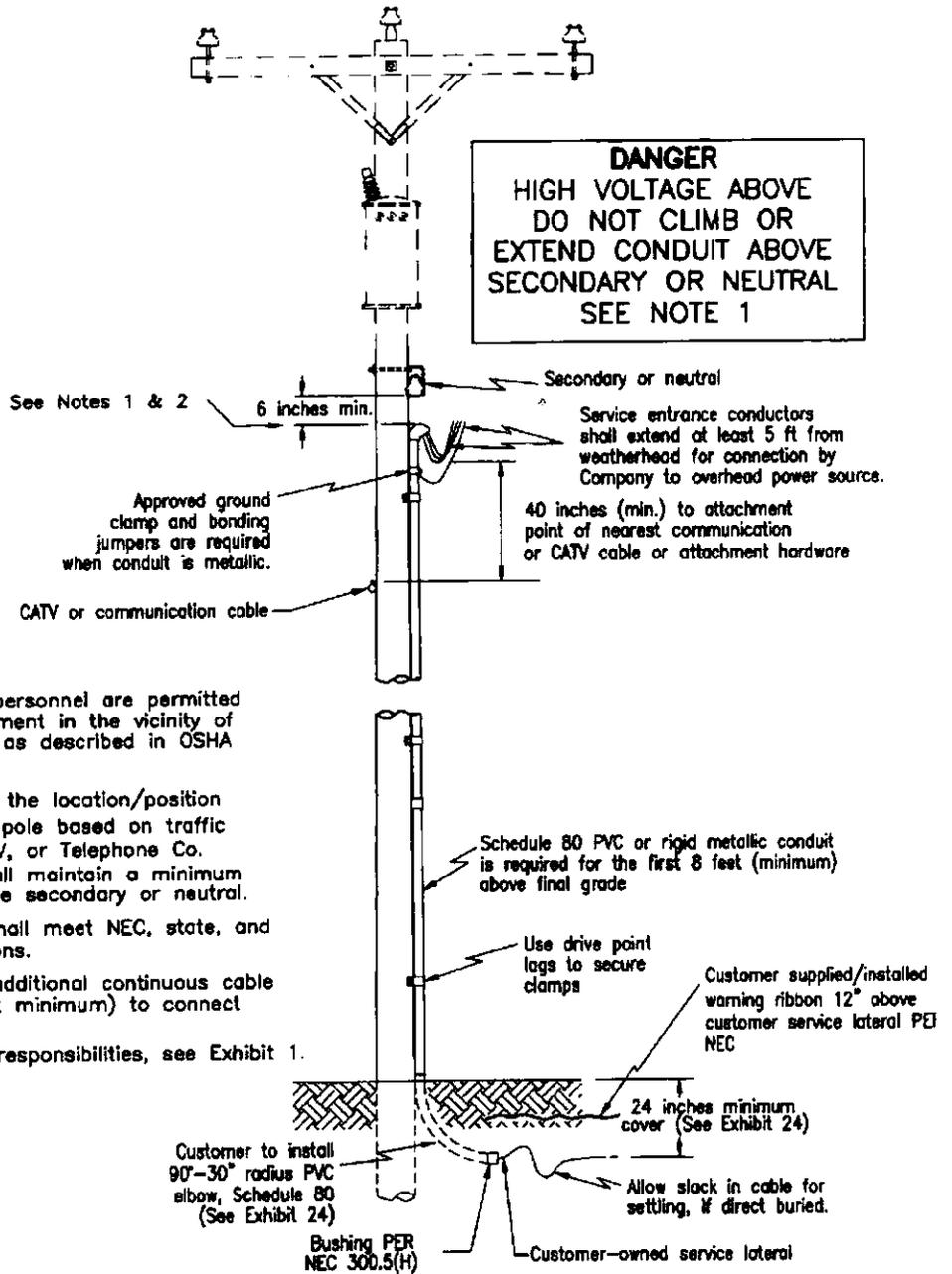
**NON-WAIVER**

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

**APPLICABLE LAW**

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction

Customer Initials X Date X



**NOTES:**

1. **CAUTION:** Only qualified personnel are permitted to install electrical equipment in the vicinity of energized electrical lines as described in OSHA 1910 Subpart R. & S.
2. Company shall determine the location/position of vertical risers on the pole based on traffic flow and location of CATV, or Telephone Co. attachments. Conduit shall maintain a minimum clearance of 6" below the secondary or neutral.
3. All service installations shall meet NEC, state, and local codes and regulations.
4. Customer shall provide additional continuous cable of sufficient length (5 ft minimum) to connect with overhead source.
5. For customer/Company responsibilities, see Exhibit 1.

**DIRECT ATTACHMENT OF CUSTOMER-OWNED UNDERGROUND SECONDARY SERVICE LATERAL(S) ON OHIO OPERATING COMPANY'S POLES**

<b>FirstEnergy</b>	
Service Guide	REV. 0
<b>EXHIBIT 9</b>	DATE 1/14

WR58987314 - DCOMU  
 WR58985111 - DROS  
 L-1-LO-L  
 13,200V

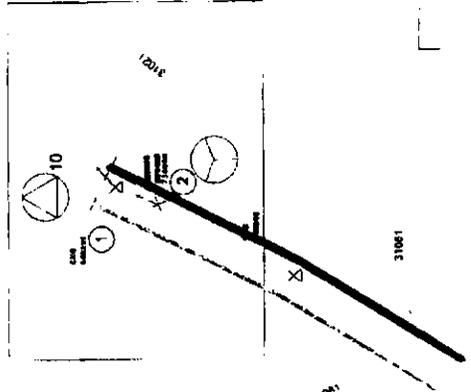
CUSTOMER CONTACT:  
 JACK MCNEELY  
 216-377-3661

CEI CONTACT:  
 NEAL FRAMBLE  
 440-804-9887

TRUCK ACCESS  
 NO FLAGGING REQUIRED

- ① P#43311 (WR58985111)  
 AFTER NEW INSTALLATION  
 READY FOR CUSTOMER TO NOTIFY LINES WHEN  
 REM 10-1 17' AME 10'  
 REM R-220  
 W# DWARM  
 REM EXISTING PRI DOWN GUY  
 REM 11-130  
 REM D1 18VVA SIGMA-1 PHASE W#R#S  
 7 25-112 240V DELTA  
 SERIALS 071811830 A-PHASE  
 SERIALS 071811830 B-PHASE  
 SERIALS 071811830 C-PHASE  
 REM R#-1 & R#-4  
 REM 8" P#Z ANCHOR  
 CUT OF 18" BELOW GRADE & ABANDON  
 AME TO PULL POLE

- ② P#43311 (WR58987314)  
 BEFORE REMOVAL OF OLD SERVICE  
 SET 60-3  
 25' SOUTH OF P#43311  
 INST 8-320 (OPER 3.10 PRI)  
 W# DWARM  
 INST 14" PRI DOWN GUY  
 INST 11-130  
 INST D1 18VVA 1-PHASE W#R#S  
 7 25-112 240V DELTA  
 SERIALS 071811830 A-PHASE  
 SERIALS 071811830 B-PHASE  
 SERIALS 071811830 C-PHASE  
 INST 11-130  
 INST 8" P#Z ANCHOR  
 25' LEAD NORTH  
 AME TO ATTACH @ 10'



SERVICE WORK 12000V 3-PHASE 4-WIRE  
 CUSTOMER TO FURNISH & INSTALL  
 COMPLETE 180-AMP, 3-PHASE, 4-WIRE UNDERGROUND SERVICE WITH  
 PROPER GROUNDING PER ART. 250 OF N.E.C.  
 INSTALL PROPER CONDUITS PER EXHIBIT 8A  
 LEAVE 9' TALS FOR THE ILLUMINATING COMPANY CONNECTIONS

CEI @ P#43311 - CUSTOMER 160 AMP RATED SERVICE CONDUCTORS  
 (6) 1/4" CU I.D. CABLES  
 INSTALL SUITABLE METER FOR 14KV @ 90% P.F.  
 METER

CEI @ P#43311 - CUSTOMER TO NOTIFY LINES WHEN READY FOR REMOVAL:  
 DISCONNECT CUSTOMER UNDERGROUND CONDUCTORS  
 REMOVE METER L#1814333 (WR58985111)

WIRE NOTES (WR58985111):  
 TO BE REMOVED AFTER NEW INSTALLATION  
 CUSTOMER TO NOTIFY LINES WHEN READY  
 REM 3-1/0 PRI (25'±)  
 REM 1-1/0 NEUTRAL (25'±)

TO ALAN DR  
 MEADOWBROOK

APPROVAL OF THE ILLUMINATING COMPANY DESIGN & CUSTOMER OBLIGATIONS  
 PLEASE SIGN BELOW TO INDICATE YOUR APPROVAL OF THE ELECTRIC SERVICE  
 DESIGN AND CUSTOMER OBLIGATIONS SHOWN WITHIN THIS DOCUMENT.  
 CONTACT DANIELLE GILES @ 440-388-4628 TO DISCUSS ANY CHANGES IN THIS DESIGN.

BY: \_\_\_\_\_ (SIGNATURE)  
 BY: \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (TITLE)  
 \_\_\_\_\_ (DATE)

Designer : GILES, DANIELLE K	Phone : (440)358-4928	WR Name : 58987314	Region : NORTHERN
Sales Rep : ORTIZ, GABRIEL A	Phone : (440)358-4953	Township : County : ---	Substation : L0
Scheduler : FRAMBLE, NEAL A	Phone : (440)604-9887 ext. ---	Cur/Elect Name : ---	Circuit : L-1-LO-L
Work Request : 58987314	SAP Order # : 13202984	Customer: CITY OF WILLOUGHBY HILLS	Primary Voltage : 13,200
Appr. <i>Neal A. Framble</i>	Apprv. <i>11/21/12</i> Date	Street Name : MEADOWBROOK DR	Upstream Device : N
Proposal : [ Y or N ] # : N		City : WICKLIFFE	Forestry Req : N
		Zip : 44092	Foreman's Signature : _____
			Const. Comp. Date : _____
			Score : 1 2 1
			1 0