



DATE: June 3, 2024

MEMO TO: Paras Parekh, Chair
Planning Committee

FROM: Kevin Kleinjan
Director of Planning

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for new Electric Service at Lakewood Forest Preserve to Commonwealth Edison (“ComEd”), in the Contract Price of \$100,095.81.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Organizational Sustainability.

FINANCIAL DATA: This project was approved as part of a project in the adopted FY2024 Capital Improvement Plan (CIP) and FY2024 Budget for Lakewood Master Plan (Project 61020). The total amount available in the budget is \$677,623.39. The actual amount of \$100,095.81 will be charged to 20104100-803200-61020.

BACKGROUND: Under its contract with the District, the contractor completing the new site improvements at Lakewood Forest Preserve will install conduits and appurtenances for a new electrical service extending from the new maintenance facility being constructed to interior locations within the site, terminating at the future all-season shelter at Taylor Lake. Following that, it will be necessary for ComEd to provide and install its electric facilities and equipment necessary for the new electric service. The attached resolution would approve a contract with ComEd to provide for such installation.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 12, 2024**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Awarding a Contract to Commonwealth Edison for New Electric Service at Lakewood Forest Preserve” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes: ____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO COMMONWEALTH EDISON
FOR NEW ELECTRIC SERVICE AT LAKEWOOD FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as the Lakewood Forest Preserve (the “Property”); and

WHEREAS, the District desires to purchase work and services to install new electric facilities and service for site improvements at the Property (collectively, the “Electrical Service”); and

WHEREAS, the Electrical Service is or will be owned by, and is or will be, under the sole control of Commonwealth Edison (“ComEd”); and

WHEREAS, Section 8 of the Downstate Forest Preserve District Act, 70 ILCS 805/8, and Section 5.0.B. of the District’s Purchasing Policies and Requirements authorizes the District to enter into sole source contracts for purchases when necessary supplies are under the control of a monopoly; and

WHEREAS, the Electrical Services are provided and produced by a monopoly and, specifically, only by ComEd, which, because it owns and controls the Electrical Services, is the only supplier of the Electrical Services, and there are no other dealers or distributors of the Electrical Services; and

WHEREAS, ComEd will provide the Electrical Services for a contract price of \$100,095.81 (the “Contract Price”) pursuant to a service agreement in the form attached hereto (the “Service Agreement”); and

WHEREAS, it is in the best interests and serves the purpose of the District to enter into the Service Agreement for the Electrical Services in substantially the form attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Award of Service Agreement. The Service Agreement, in substantially the form attached hereto, is hereby approved.

Section 3: Execution of Service Agreement. The Executive Director of the District is hereby authorized and directed to execute the Service Agreement in the amount of the Contract Price.

Section 4: Payments. The Treasurer shall make payments under the Service Agreement only pursuant to and in accordance with its terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2024

AYES:

NAYS:

APPROVED this ____ day of _____, 2024

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

LIBERTYVILLE OFFICE
1500 FRANKLIN BOULEVARD
LIBERTYVILLE, ILLINOIS 60048
779-231-1605



MR. BILL BELTER
0 N IVNHOE 1W FAIRVW
FREMONT TWP, IL 60084

Date:

Dear **MR. BILL BELTER**,

Enclosed are the documents related to the supply of electricity at **NS IVNHOE 1W FAIRVW, FREMONT TWP, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$100,095.81** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone. A \$5.95 Paymentus Corp. convenience fee will apply to each electronic payment transaction.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for payments of \$90,000 or less for eCheck)

Or

By **Phone**, Call (English & Spanish)

1-800-334-7661 (for all payments of \$5,000 or less: Credit, Debit and eCheck)

1-800-588-9477 (for all payments of \$5,000 or less: credit, Debit and eCheck)

Or

By **Customer Service Representatives**

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-334-7661 (for payments of \$90,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

MOHANKUMAR VEGESNA
DCC
779-231-1605

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 404304

ESS: YES

SER#: **NF240142**

Rev.: 01

LAKE COUNTY FOREST PRESERVE (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **NS IVNHOE 1W FAIRVW, FREMONT TWP** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **182** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 8 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 002 est. demand 19 kW, metering voltage approx. 120/240 volts, 3 phase, 3 wire
Loc. 003 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 004 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 005 est. demand 115 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire
Loc. 006 est. demand 7 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 007 est. demand 2 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 008 est. demand 31 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire

and at an estimated total maximum demand of **16** kW in the following amounts and approximate voltages during the Retail Off-Peak Period, as defined in GTC.

Loc. 001 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 002 est. demand 16 kW, metering voltage approx. 120/240 volts, 3 phase, 3 wire
Loc. 003 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 004 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 005 est. demand 0 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire
Loc. 006 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 007 est. demand 0 kW, metering voltage approx. 120/240 volts, 1 phase, 3 wire
Loc. 008 est. demand 0 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below

and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

- b.
- (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.
 - (ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).
 - (iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.
- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch NF240142 dated 05/31/2024. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Total Required Facilities Charge	\$100,095.81
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Total Facilities Charges	\$100,095.81
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- b. The Customer shall pay the Company \$100,095.81 for such installation. Such payment is to be made in full prior to beginning of Company work.

- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,
- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or

subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

b. The Customer shall at its sole cost and expense:

- (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
- (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
- (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor . The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **6746542222**
SER No.: **NF240142**
Work Task Number: **1891030901**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

ELECTRIC FACILITIES SERVICE SUMMARY

SER#: NF240142

The following describes the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve **LAKE COUNTY FOREST PRESERVE** (the "Customer") at the premises located at **NS IVNHOE 1W FAIRVW, FREMONT TWP** ("Premises").

1. Preamble. The Company furnishes, installs, owns and maintains, and the Customer pays the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Summary and the terms of the Company's tariff, the latter will prevail.

2. Service Points. The Customer is to receive electric power and energy from either the Company or another party at an estimated total maximum demand of **182 kilowatts ("kW")** ("Maximum Kilowatts Delivered" or "MKD") during the Retail Peak Period, as defined in GTC, and at an estimated maximum demand of **16 kW** during the Retail Off- Peak period

3. Charges; Rental.

(a) The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Summary. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

(b) (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

(c) The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date that the Facilities were first installed or last revised and is subject to change as provided herein or in Rider NS.

(d) The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 4(c).

(e) The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Ownership; Access; Other Company Rights.

(a) The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.

(b) The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove, delete or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.

(c) Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

5. Customer Responsibilities.

(a) The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

(b) The Customer will at its sole cost and expense:

(i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;

(ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;

- (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

(c) If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

6. Removal. Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

7. Relocation. If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

8. Miscellaneous.

(a) The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the Customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

(b) The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.

(c) The Company may adjust the monthly rental as provided in Section 3(c) and in the Facilities Rental Service attachment.

9. Safety. Be advised that safety on the job site is the responsibility of the Customer and the Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such

time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: **NF240142**

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$167.99** as described below:

1. Required Transformer Facilities:

Transformer Number: 404293A3 @ 120/240		
1 - 10 KVA-CONV OVHD TRANS, 2400-120/240 VOLTS, PHASE-NEUTRAL @ 9.61 (COF210010)	\$9.61	
1 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.38 (1A3)	\$0.38	
1 - 3 KV - DISTRIBUTION CLASS ARRESTER @ 0.19 (2A1)	\$0.19	
Transformer Number: 404293A1 @ 120/240		
1 - 25 KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 12.94 (COK210025)	\$12.94	
1 - 15KV - 200 AMPERES, CUTOUT, SMD-20 @ 4.79 (1A4)	\$4.79	
1 - 3 KV - DISTRIBUTION CLASS ARRESTER @ 0.19 (2A1)	\$0.19	
Transformer Number: 404304A5 @ 120/240		
1 - 25 KVA - PLEASE USE CODE FPK210025 @ 18.42 (KPK210025)	\$18.42	
1 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.38 (1A3)	\$0.38	
1 - 10 KV - INTERMEDIATE CLASS ARRESTER @ 0.31 (2B1)	\$0.31	
Transformer Number: 404304A8 @ 120/240		
1 - 25 KVA-COMP FEED THRU TRANS, 7200-120/240 VOLTS, PAD MOUNT @ 18.42 (FPK210025)	\$18.42	
Transformer Number: 404304A4 @ 120/208Y		
1 - 150 KVA-COMP FEED-THRU TRANS, 12470-120/208 VOLTS, PAD MOUNT @ 105.94 (FPN430150)	\$105.94	
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.38 (1A3)	\$1.14	
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.30 (2A4)	\$0.90	
Transformer Number: 404304B2 @ 120/240		
1 - 25 KVA-COMP FEED THRU TRANS, 7200-120/240 VOLTS, PAD MOUNT @ 18.42 (FPK210025)	\$18.42	
Transformer Number: 404304A9 @ 120/240		
1 - 25 KVA-COMP FEED THRU TRANS, 7200-120/240 VOLTS, PAD MOUNT @ 18.42 (FPK210025)	\$18.42	
Transformer Number: 404304B1 @ 120/208Y		
1 - 75 KVA-COMP FEED-THRU TRANS, 12470-120/208 VOLTS, PAD MOUNT @ 82.57 (FPN430075)	\$82.57	
	Total	\$293.02

2. Standard Transformer Facilities:

1 - 150 KVA-COMP FEED-THRU TRANS, 12470-120/208 VOLTS, PAD MOUNT @ 105.94 (FPN430150)	\$105.94	
1 - 37 KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 17.02 (COK210037)	\$17.02	
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.38 (1A3)	\$1.14	
3 - 10 KV - INTERMEDIATE CLASS ARRESTER @ 0.31 (2B1)	\$0.93	
	Total	\$125.03

3. Additional Required Facilities:

Total \$0.00

4. Additional Standard Facilities:

Total \$0.00

5. Frozen Transformer Rental:	\$0.00
6. Monthly Transformer Rental:	\$167.99
(item 1 minus item 2, minus item 5)	
NOTE: if this value is less than zero, this line item will be changed to zero	
7. Monthly Switchgear Rental:	\$0.00
(item 3 - item 4)	
NOTE: if this value is less than zero, this line item will be changed to zero	
8. Capacitor Facilities:	\$0.00
0 @ \$0.17	
9. Total Monthly Rental:	\$167.99
(item 6 + item 7 + item 8)	

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: **LAKE COUNTY FOREST PRESERVE**
Address: **NS IVNHOE 1W FAIRVW, FREMONT TWP**
Dated:

METER LEASE SERVICE - RIDER ML

S.E.R. # : **NF240142**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard meter allowance to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly meter lease amount of **\$233.29**

1. Required Metering Equipment

METER

1 - 1 PH, WATT-HOUR METER INTERVAL DEMAND REGISTER CLASS 10 OR 20 @ \$8.05 (LA)	\$8.05
2 - 1 PH, WATT-HOUR METER INTERVAL DEMAND REGISTER CLASS 100 OR 200 @ \$2.57 (LC)	\$5.14
6 - 1 PH, SELF CONTAINED, CLASS 100 & 200 @ \$2.57 (WC)	\$15.42
1 - 1 PH, TRANS RATED, CLASS 10 @ \$8.05 (WA)	\$8.05
2 - 3 PH, TRANS RATED, CLASS 10 @ \$8.69 (WJ)	\$17.38
9 - RECORDING DEMAND REGISTER - ELECTRONIC @ \$19.05 (DR)	\$171.45

CURRENT TRANSFORMER

8 - 480V & UNDER, UNDER 1200A, INDOOR CURRENT TRANS @ \$1.78 (CA)	\$14.24
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Total Required: \$239.73

2. Standard Meter Allowance:

\$6.44

Small Load Delivery Class (0-100 kW)

3. Total Monthly Meter Lease:

\$233.29

(item 1 minus item 2)

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly meter lease specified above is subject to change and is in addition to all other charges under the Company's tariffs.

The Standard Meter Allowance is a dollar amount that represents the average rental value of a standard one meter installation for most delivery classes. The Extra Large Load Delivery Class (Over 10 MW) has a Standard Meter Allowance of two meters.

Customer: **LAKE COUNTY FOREST PRESERVE
NS IVNHOE 1W FAIRVW
FREMONT TWP, IL 00000**

Dated:



Agreement Date :
Phone Number : 779-231-3099

Submitted by : MICHAEL WIDHALM
Group :

Type of Payment Check Wire/ACH

Name : LAKE COUNTY FOREST PRESERVE
Service Address : NS IVNHOE 1W FAIRVW
City, State : FREMONT TWP, IL

SER Payment
S.E.R. #: NF240142

CIMS Account #	Work Order Task #	Total
6746542222	1891030901	\$100,095.81

DRAFT



EXHIBIT A

LAKE COUNTY FOREST PRESERVE
24145 W IVANHOE RD, MUNDELEIN

P.L.: 404304 | SER: NF240142
DATE: 03/26/2024
PROJECT MANAGER: MOHAN VEGESNA
PROJECT DESIGNER: AZHER GANDHI



SHEET 1 OF 1

- 1 1 PHASE 10 kVA 120/240V OVERHEAD TRANSFORMER CAN (404293A3)
- 2 3 PHASE (3) 25 kVA (75 kVA TOTAL) 120/240V OVERHEAD TRANSFORMER CANS (404293A1)
- 3 1 PHASE 25 kVA 120/240V FEEDTHRU TRANSFORMER (404304A5) SET ON CUSTOMER OWNED PAD
- 4 1 PHASE 25 kVA 120/240V FEEDTHRU TRANSFORMER (404304A8) SET ON CUSTOMER OWNED PAD
- 5 3 PHASE ESS 150 kVA 120/208V FEEDTHRU TRANSFORMER (404304A4) SET ON CUSTOMER OWNED PAD
- 6 1 PHASE 25 kVA 120/240V FEEDTHRU TRANSFORMER (404304B2) SET ON CUSTOMER OWNED PAD
- 7 1 PHASE 25 kVA 120/240V FEEDTHRU TRANSFORMER (404304A9) SET ON CUSTOMER OWNED PAD
- 8 3 PHASE ESS 75 kVA 120/208V FEEDTHRU TRANSFORMER (404304B1) SET ON CUSTOMER OWNED PAD

COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT

BY MOHAN VEGESNA 03/26/2024
ENGINEER DATE

TELEPHONE (224) 330-9073

X

CUSTOMER _____ DATE _____



