



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Letter of Agreement and Customer Work Agreement with ComEd for engineering work related to Geneva Business Park III substation		
Presenter & Title:	Aaron Holton. Superintendent of Electric Services		
Date:	August 5, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: ES-II			
Estimated Cost: \$ 40,000.01	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
Design services for the 34kV feed to the new Geneva Business Park III substation requires 10% of the estimated construction costs (\$40,001) paid to ComEd as Advanced Deposit for Engineering to perform the detailed engineering necessary to modify their system. This detailed engineering is necessary for Geneva to move forward with construction and energizing of the new substation. The deposit will be credited towards the final construction cost as determined by the detailed engineering design.			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • ComEd Letter of Agreement • ComEd Customer Work Agreement 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of Resolution to Execute Letter of Agreement and Customer Work Agreement with ComEd for Engineering Work Related to 34kV Feed to Geneva Business Park III Substation.			

RESOLUTION NO. 2024-80

RESOLUTION TO EXECUTE A LETTER OF AGREEMENT AND CUSTOMER WORK AGREEMENT WITH COMED FOR ENGINEERING WORK RELATED TO NEW 34KV FEED TO GENEVA BUSINESS PARK III SUBSTATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized, on behalf of the City of Geneva, to enter into a Letter of Agreement (Exhibit A) and Customer Work Agreement (Exhibit B) with ComEd for engineering work related to new 34kV feed to Geneva Business Park III substation, in the form attached hereto.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 5th day of August, 2024

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 5th day of August, 2024.

Mayor

ATTEST:

City Clerk



Tuesday, July 02, 2024

City of Geneva
1717 Averill Rd
Geneva, IL 60134

Dear Customer:

This letter is in response to your distribution request for new service to 1717 Averill Rd Geneva, IL. Based on the preliminary information that you have provided to ComEd, it has been determined that your project will require installation, relocation, or removal of facilities that are above 'standard' – that is, facilities that are more than provided for in the basic service covered in ComEd's rates. An 'optional facilities payment' is required from the customer in such situations. The optional facilities payment amount due can only be determined upon completion of the engineering and design plan for your project.

To complete the detailed engineering and provide contracts with the actual optional facilities payment due for your project, ComEd requires a non-refundable deposit in the amount of **\$40,000.01**. This deposit will cover the engineering costs associated with your request. Please note, additional deposit may be required if preliminary cost exceeds the amount above.

If you would like ComEd to complete the final design and prepare the necessary contract documents for your project, please **sign below and return this letter along with the required deposit amount** within 30 days to ComEd, Attn: **Paul Casperson-New Business Dept**, 1N423 Swift Road, Lombard IL 60148.

If you ultimately decide to move forward with this project, the advance deposit for engineering will be credited against the final optional facilities payment amount. If you choose not to proceed with the work, the deposit will be retained by ComEd to cover the engineering costs associated with your project. If you requested multiple design options, you will only receive a credit for the option that you choose to authorize for construction.

If this signed letter and deposit payment amount are not returned within thirty (30) days, ComEd will consider your request for service cancelled.

If you have any questions, please feel free to contact me at 630-234-4859.

Sincerely,

Paul Casperson

Paul Casperson
Sr. Engineering Design Tech.
New Business Large Projects

Customer Signature

Date

LP CENTRAL OFFICE
1N423 SWIFT ROAD
LOMBARD, IL 60148
630-723-2366



CITY OF GENEVA
1800 SOUTH ST
GENEVA, IL 60134

Date: 07/02/2024

For Electrical Service To:
1717 AVERILL RD GENEVA BUS PKIII SUB
GENEVA, IL

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following :

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$40,000.01** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

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

You may make payments on the ComEd website or by phone .

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>
(for payments of \$5,000 or less for Credit/Debit)
(for non-business payments of \$100,000 or less for eCheck)
(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)
1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)
1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

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

Sincerely,

Enclosures

PAUL CASPERSON
ENGINEERING DESIGN TECH
630-723-2366

CUSTOMER WORK AGREEMENT

100

PL#:

CWA#: LC240018 R:0000

Date: 07/02/2024

CITY OF GENEVA ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **1717 AVERILL RD GENEVA BUS PKIII SUB, GENEVA, IL 60134**, described below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER ENGINEERING DEPOSIT - ESSW494

ADVANCED DEPOSIT	\$40,000.01
TOTAL CUSTOMER CHARGE	\$40,000.01

The Customer agrees to pay to the Company the sum of **\$40,000.01**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

PAUL CASPERSON

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: 2289682222

Work Task Number: 1888813001

Payment Stamp

Mail Bills To: **CITY OF GENEVA
1800 SOUTH ST
GENEVA, IL 60134**