

**ComEd.**

An Exelon Company

Shawn J. O'Farrell  
Kazmier Tooling, Inc.  
-vs- ComEd  
Docket No. 11-0589  
ALJ Riley  
ComEd Exhibit

**OFFICIAL FILE**

I.C.C. DOCKET NO. 11-0589

Exhibit No. 4

Witness ComEd

Date 11/01/11 Reporter A.R.

CHICAGO SOUTH OFFICE  
7601 SOUTH LAWDALE AVE  
CHICAGO, ILLINOIS 60652  
(773) 838-4202

MR. KRAMER  
6001 S OAK PARK  
CHICAGO, IL 60638

Date: 10/23/1993

Dear MR. KRAMER,

Enclosed are the documents related to the supply of electricity at **6001 S OAK PARK, 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 **\$2,954.88** 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 \$3.50 Bill Matrix, Inc. convenience fee will apply to each electronic payment transaction.

By Internet go to: [<https://paymentscomed.billmatrix.com/>](https://paymentscomed.billmatrix.com/) (for payments \$700.00 or less only)

Or

By Phone, call: 1-800-588-9477 (English & Spanish)

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

Enclosures

Sincerely,

GREGORY R WHITE  
Customer Facilities Engineer  
(773) 838-4202

# SERVICE ESTIMATE REQUEST

10/23/1993  
S.E.R.#: CS930427

Customer	KAZMIER TOOLING	Rates	06	Service Date	: 11/19/1993
Address	6001 S OAK PARK	Riders	06.07	Revision	: 00
City				Revision Date	:
Acct.No					
Commercial	75000 sq.ft	Add Ann.Rev	\$143,094.60	Last SER No.	:
Residential	0 units	Tot. Ann.Rev	\$188,456.60	Last SER Date	:
Load Density	6 w/sq. ft.	TotAnn.KWhrs	2,071,740		
Load Factor	: 55%				
Comb. Billing	: NO				

# DRAFT

**Loc#: 001 - REAR WALL NORTH END**

	SWITCH	SEC. VOLT	PH	PRES(KW)		PROPOSED(KW)		TOTAL(KW)		P.F.%
				SUM	WIN	CONN	SUM	WIN	SUM	WIN
Trans#: 06681802										
Meter#: 1	CONNECTION: OVERHEAD	120/240	1	80	80	0	0	0	80	80
	RATING: 80%	4 WIRE	3	20	20	0	0	0	20	20
	SIZE: 400	Total Load		100	100	0	0	0	100	100

**Loc#: 002 - REAR WALL CENTER**

	SWITCH	SEC. VOLT	PH	PRES(KW)		PROPOSED(KW)		TOTAL(KW)		P.F.%
				SUM	WIN	CONN	SUM	WIN	SUM	WIN
Trans#: 06682403										
Meter#: 1	CONNECTION: OVERHEAD	277/480Y	1	0	0	0	0	0	0	0
	RATING: 80%	4 WIRE	3	0	0	440	330	330	330	330
	SIZE: 600	Total Load		0	0	440	330	330	330	330

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	TOTAL LOAD			100	100	440	330	330	430	430
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Comments: CDC TO ISSUE SWO FOR 1-4/C #477 AL 30' EST  
 CUST REQUEST 2PT.S OF SERV. LOC #1 A 120/240V 3PH 4W OVHD & LOC #2 A 277/480V 3PH 4W OVHD. BOTH SERVICES WILL BE LOCATED IN REAR OF BLDG.

Prepared By: GREGORY R WHITE  
 Approved By: GREGORY R WHITE

# SERVICE ESTIMATE REQUEST

Customer : KAZMIER TOOLING  
 Address : 6001 S OAK PARK

10/23/1993  
 S.E.R.#: CS930427

**S.E.R. OFF-PEAK LOAD INFORMATION**

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**Loc# 001 - REAR WALL NORTH END**

TRANS#: 06681802	SWITCH	SEC. VOLT	PH	PRES(KW)		ADDITIONAL(KW)		TOTAL(KW)		P.F.%	
METER#: 1	CONNECTION:			SUM	WIN	CONN	SUM	WIN	SUM	WIN	
	OVERHEAD	120/240	1	0	0	0	0	0	0	0	85
	RATING: 80%	4 WIRE	3	0	0	0	0	0	0	0	
	SIZE: 400	Total Load		0	0	0	0	0	0	0	

**Loc# 002 - REAR WALL CENTER**

TRANS#: 06682403	SWITCH	SEC. VOLT	PH	PRES(KW)		ADDITIONAL(KW)		TOTAL(KW)		P.F.%	
METER#: 1	CONNECTION:			SUM	WIN	CONN	SUM	WIN	SUM	WIN	
	OVERHEAD	277/480Y	1	0	0	0	0	0	0	0	85
	RATING: 80%	4 WIRE	3	0	0	0	0	0	0	0	
	SIZE: 600	Total Load		0	0	0	0	0	0	0	

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TOTAL LOAD		0	0	0	0	0	0	0	0	0
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# ELECTRIC FACILITIES SERVICE AGREEMENT

PL#:

ESS: NO

SER#: CS930427

Rev.: 00

This Electric Facilities Service Agreement (the "Agreement"), dated 10/23/1993, is between Commonwealth Edison Company (the "Company"), and **KAZMIER TOOLING** (the "Customer").

## RECITALS

1. The Company is to provide to the customer, and the customer is to pay the Company for, the electric facilities and equipment described herein on the terms and conditions set forth herein and in accordance with the terms of the Company's Rider NS - Nonstandard Services and Facilities ("Rider NS"), as it may be amended from time to time.

## AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall apply regardless whether the Company or another party is supplying electric power and energy to the Customer on the premises occupied by the Customer at **6001 S OAK PARK, , ILLINOIS** ("Premises"). This Agreement is also subject to the General Terms and Conditions of the Company approved by the Illinois Commerce Commission, as they may be amended from time to time.
2. The Customer is to receive electric power and energy from either the Company or another party at an estimated maximum demand of 430 kW at the following location(s) and in the following amounts and approximate voltages (as shown on Exhibit A attached hereto):

Loc. 001 est. demand 100 kW, metering voltage approx. 120/240 volts, 3 phase, 4 wire

Loc. 002 est. demand 330 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

### 3. Charges: Rental.

- a. The Company hereby agrees to furnish and rent to the Customer, and the Customer hereby agrees to rent from the Company, under the terms and conditions set forth below in this Agreement and in accordance with the terms of the Company's Rider NS and Rider ML - Meter-Related Facilities Lease ("Rider ML"), the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Agreement at the initial monthly rental charges stated therein. The foregoing facilities and equipment, 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.

- 1) The Customer's estimated demand 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 demand shown 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 ZSS7 - Zero Standard Service 2007 ("Rider ZSS7") 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.
- 2) Such standard service facilities are subject to change from time to time based upon the Customer's actual demand in accordance with the provisions of the Company's Rate RDS - Retail Delivery Service ("Rate RDS") and Rider NS, or their successors. If the Customer's actual demand

is less than the amount of kW specified in Section 2 above, the Company reserves the right to remove 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).

- 3) 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 of this Agreement 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 contracts with the Company, (ii) applicable rates, riders and tariffs, and (iii) 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 6(c).

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

#### 4. Billing; Payment.

In accordance with the Company's Terms and Conditions,

a. The Company shall bill for the Facilities, and

b. The Customer shall pay such bills.

#### 5. Installation.

a. If any of the Facilities are not yet installed and require installation by the Company, the Company and the Customer agree that the Company will furnish the labor and materials necessary to install the Facilities on the attached sketch CS930427 dated 10/26/1993. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Service Connection	\$353.37
Community Bank	\$2,363.00
Applicable Revenue Taxes	\$238.51
<b>Total Facilities Charges</b>	<b>\$2,954.88</b>

b. The Customer shall pay the Company \$2,954.88 at the time this agreement is accepted.

c. 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 material 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.

d. Any such installation shall be in accordance with, and at the times and at the standards 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 Agreement 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 shall be recomputed based on the level of costs prevailing at the time of completion of the work as stated in the Company's General Order No. 25 or its successor, and
- g. The monthly rental for the Facilities being installed shall be the rental in effect at the time of the installation of such Facilities (which rental is subject to change as provided herein or Rider NS).

6. Ownership; Access; Other Company Rights.

- a. Facilities shall remain the sole and exclusive property of the Company during and after the term of this Agreement. 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 shall acquire no interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities shall not divest the Company of its exclusive rights to such ownership, use and possession. The Customer shall, 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 shall, during and after the term of this Agreement, 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. The Customer grants the Company the right to install facilities on the Customer's property to provide electric service to other users of the Facilities. The Company shall at all times have the right, in its sole discretion, to replace, 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 shall belong to and become property of the Company and shall be a part of the Facilities for purposes of, and shall be subject to, this Agreement.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal shall 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.

7. Customer Responsibilities.

- a. The Customer shall 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:
  - 1) provide to the Company adequate working space within a reasonable distance of the Facilities 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;
  - 2) keep the Facilities on the Premises free from any overbuilding 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;

- 3) 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;
- 4) furnish, install, and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- 5) 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 rules and regulations;

6) 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

7) 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 energy supply 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.

8. Removal. Upon termination of this Agreement, the Company at its option may, and upon the Customer's request the Company shall, remove all or any part of the Facilities. The Customer shall bear the cost and expense of such removal.

9. 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 judgement 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.

10. Term. The term of this Electric Facilities Agreement shall commence upon the date of this Agreement and shall terminate upon the earlier of:

- a. The Customer ceases to use the Facilities,
- b. The Company no longer provides either electric service or delivery service to the Customer, or
- c. At the discretion of the non-breaching party, upon a breach of this Agreement if such breach is not cured within 30 days of notice to the party in breach.

11. Amendment. This Agreement shall not be altered or amended except by an instrument in writing executed

by authorized representatives of the parties; provided that

- a. the listing of the Required or Requested Facilities in the Facilities Rental Service attachment and their monthly rental may be modified from time to time upon oral or written agreement of the parties (and the removal or installation of any such Facilities shall constitute prima facie evidence of such agreement);
- b. the Company may, upon notice to the Customer, adjust the Facilities or the monthly rental if the Customer's demand is less than the level(s) set forth in Section 2; and
- c. the Company may, upon notice to the Customer, adjust the monthly rental as provided in Section 3(c) and in the Facilities Rental Service attachment.

12. Subcontracting. The company may cause its obligations hereunder to be performed by one or more parties under contract with the Company.
13. Previous Agreements. This agreement supercedes and cancels the previous Electric Service Station Agreement or Electric Facilities Service Agreement at this location.
14. Customer/Owner Agreement. The undersigned Customer agrees to the terms of this Agreement. In case the Customer is not the owner of the Premises, the undersigned owner hereby consents to this agreement and agrees to be bound by its terms.
15. Be advised that safety on the job site is the responsibility of you and your contractor. The Occupational Safety and Health Administration (OSHA) requires a minimum of a 10-foot clearance when working near energized primary electric lines. You should 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. You or your 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. Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Permanent structures near electrical equipment are governed by the National Electrical Safety Code (NESC). As an example, Rule 234 requires the horizontal clearance between the electrical conductors and a building to be a minimum of 7.5 feet. Reference the National Electrical Safety Code for specific information.

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

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 have any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

FOR THE COMPANY:

GREGORY R WHITE  
Submitted by

Accepted By

Signature

Print Name

Official Capacity or Title

Account Number: **281412XXXXX**  
SER No.: **CS930427**  
Work Task Number:

Mail Bills To: **MR. KRAMER**  
**6001 S OAK PARK**  
**CHICAGO , IL 60638**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

# FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: CS930427

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 **\$17.55** as described below:

**1. Required Transformer Facilities:**

Transformer Number: 06681802 @ 120/240

1 - 15 KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 7.25 (COK210015)	\$7.25
1 - 25 KVA-CONV OVHD TRANS, 7200-120/240 VOLTS, PHASE-NEUTRAL @ 9.35 (COK210025)	\$9.35
1 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.65 (1A3)	\$0.65
1 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.30 (2A4)	\$0.30

Transformer Number: 06682403 @ 277/480Y

1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.65 (1A3)	\$1.95
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.30 (2A4)	\$0.90

Total \$132.60

**2. Standard Transformer Facilities:**

1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
1 - 167 KVA-CONV OVHD TRANS, 7200-277 VOLTS, PHASE-NEUTRAL @ 37.40 (COK510167)	\$37.40
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.65 (1A3)	\$1.95
3 - 10 KV - DISTRIBUTION CLASS ARRESTER @ 0.30 (2A4)	\$0.90

Total \$115.05

**3. Additional Required Facilities:**

Total \$0.00

**4. Additional Standard Facilities:**

Total \$0.00

**5. Frozen Transformer Rental:**

\$0.00

**6. Monthly Transformer Rental:**

\$17.55

(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 @ \$0.12

**9. Total Monthly Rental:**

**\$17.55**

(item 6 plus item 7 plus 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: **KAZMIER TOOLING**  
Address: **6001 S OAK PARK,**  
Dated: **10/23/1993**

# METER LEASE SERVICE - RIDER ML

S.E.R. #: CS930427

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of **\$0.00**

## 1. Required Metering Equipment

Total \$0.00

## 2. Standard Metering Equipment

Total \$0.00

## 3. Total Monthly Rental:

**\$0.00**

(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 rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name: **KAZMIER TOOLING**

Address: **6001 S OAK PARK**

Dated: **10/23/1993**

Service Estimate Request No.: **CS930427**



Agreement Date : 10/23/1993

Submitted by : GREGORY R WHITE

Phone Number :

Group :

Type of Payment

Check

Wire/ACH

Name : KAZMIER TOOLING  
Service Address : 6001 S OAK PARK  
City, State : ,

SER Payment
S.E.R. #: CS930427

CIMS Account #	Work Order Task #	Total
281412XXXX		\$2,954.88

**DRAFT**