

RESOLUTION NO. 1995-136

AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE  
AND EXECUTE AN AMENDMENT TO THE ELECTRIC  
SERVICE AGREEMENT WITH CLEVELAND ELECTRIC  
ILLUMINATING COMPANY

WHEREAS, the Greater Cleveland Regional Transit Authority ("Authority") has multiple facilities that are provided with electric power by the Cleveland Electric Illuminating Company ("CEI"); and

WHEREAS, the Authority entered into a written agreement with CEI dated August 21, 1992 to provide electric service to designated GCRTA facilities, including but not limited to the Authority's rapid transit receiving stations; and

WHEREAS, completion of the Waterfront Line will require additional electric service to meet ridership needs; and

WHEREAS, the Authority is a political sub-division of the State of Ohio and CEI has agreed to provide reduced rates as authorized by O.R.C. 4905.34; and

WHEREAS, the Authority has determined that it is in its best interest that the contract dated August 21, 1992 be amended to include the additional electric service requirements of the Authority; and

WHEREAS, nothing in this agreement shall be construed to preclude the General Manager from receiving and reviewing cost data voluntarily provided by sources of electric power other than CEI during the term of this agreement.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Greater Cleveland Regional Transit Authority:

Section 1. That the General Manager be and he is hereby authorized to negotiate and execute an amendment to the Electric Service Agreement dated August 21, 1992 in a form that incorporates provisions as outlined in the Summary of Amendments attached hereto.

Section 2. That any surety bond required to secure the performance of the original agreement and amendment authorized by this resolution be and is hereby waived.

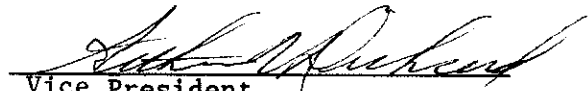
Section 3. The General Manager shall report back to the Board of Trustees annually on the implementation of the original agreement and the amendment authorized by this resolution and the status of the Authority's electric power costs.


Section 4. That the funding for the estimated costs to be incurred under the agreement shall be appropriated by the Board in the Authority's annual budget.

Section 5. This resolution shall become effective immediately upon its adoption.

Attachments: Summary of Proposed Contract Amendments

Adopted: September 19, 1995

  
Vice President

Attest:   
General Manager/Secretary Treasurer

Summary of Proposed Contract Amendment

CEI and RTA agree that CEI shall provide electric propulsion power to the Waterfront Line in consideration of the following:

- (1) CEI will assume all expenses to relocate utility facilities as a result of the construction of the Waterfront Line.
- (2) CEI will complete at its own expense the necessary relocation and installation of facilities required to provide power to the Front Avenue Substation not later than December 1, 1995.
- (3) CEI will complete at its expense the necessary relocation and installation of facilities required to provide electrical power to the East 18th Street substations not later than January 15, 1996. CEI will assume the cost of any delay claims made against RTA by contractors constructing the Waterfront Rail Line directly attributable to the inability of RTA to provide power to the East 18th Substation on or before January 15, 1995.
- (4) CEI will at its own expense provide facilities necessary to insure backup power at selected stations and substations for the continued operation of the Waterfront line.
- (5) CEI will provide standard electric utility service to the Waterfront Line Stations located at :
  - (a) Settlers Landing
  - (b) Main Avenue Station
  - (c) East 9th Street Station
  - (d) East 12th Street Station
- (6) An option will be included for CEI to provide standard electric utility service to Waterfront Line Stations located at:
  - (e) West 3rd Street Station
  - (f) Port Authority Aquarium Station
- (7) CEI will provide electric service to the rehabilitated Hayden Garage under CEI's Economic Development Incentive Program.
- (8) RTA will utilize electric driven natural gas compressors at Hayden Garage. CEI will guarantee a reduced rate for the life of the CNG Compressor providing long-term cost savings to the Authority.

- (9) The present Electric Service Agreement will have a fixed termination date of December 31, 2001 and contain two one (1) year renewable options that will permit the agreement to continue in effect through December 31, 2003.
- (10) In the event GCRTA does not exercise the option to renew the Electric Service Agreement, GCRTA agrees to a kilowatt surcharge in an amount equal to \$486,000 for each year the option is not renewed. GCRTA reserves the right to pay the surcharge in lump sum.
- (11) All provisions of the present Electric Service Agreement not in conflict with these amendments shall remain in full force and effect.