DELIVERED SEP 03 2026

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026- **50**

Introduced By: Mayor Matthew Castelli

A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A SUBORDINATION AGREEMENT WITH THE ILLUMINATING COMPANY FOR THE RELOCATION OF ELECTRIC FACILITIES UNDERGROUND WITHIN THE PUBLIC RIGHT OF WAY

WHEREAS, as part of the Southland Streetscape Project the City has requested that The Illuminating Company (the "Company") relocate certain electric facilities which are currently constructed as overhead facilities underground within the public right of way and within utility easements for the convenience of its project, at substantial cost to the Company; and

WHEREAS, in exchange for relocating its overhead electric facilities underground, the City and the Company agreed that the Company shall bear no costs if it is asked by the City at some time in the future to relocate the electric facilities elsewhere within the public right of way or newly expanded public right of way for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a subordination agreement with The Illuminating Company for the relocation of overhead electric facilities underground within the public right of way, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 9-8-26

David Bartoletta
President of Council

Attest: Mary Ann Meade
Clerk of Council

Approved On: 9-9-26

Matthew Castelli
Mayor

Presented to Mayor: 9-9-26

	Yea	Nay
Bortolotto	X	
Ali	ABSENT	
Sage	X	
Meany	X	
McGregor	X	
Ference	X	
Zakel	X	

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2026-50 adopted by the Council of the City of Middleburg Hts., on 9/8/26 was posted for a period of fifteen days, beginning 9/9/26 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2026-50 passed on the 8th day of September 2026 by said Council.

Mary Ann Meola
Clerk of Council

CITY OF MIDDLEBURG HEIGHTS NEW SERVICE

SUMMARY: INST RISER POLE AND SPAN OF OH 3PH PRIMARY. INST UG PRI TO 3PH 120/208V PM XFMR. REMOVE SPANS OF #4 DPX AND CUT POLES TO COMM ONCE TRAFFIC LIGHTS ARE TRANSFERED TO 120V FROM PM.

① **P# 651569 45'-3 1968 D60% ATT @ 24'-0**
INST:
DWG # 08-220 (3PH DEADEND)

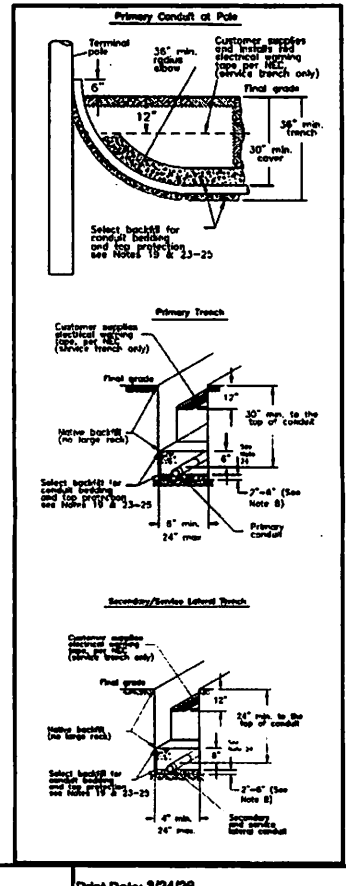
② **TAG CXC-651569 45'-3 2026 D100% (OFFER INT.)**
INST:
45'-3 PENTA POLE
DWG # 08-220 (3PH DEADEND)
DWG # 14-230 (3PH RISER POLE, #2 CABLE)
(3) 10A TYPE T FUSES
(3) #2 15KV TERMINATORS
#4 CU RISER WIRE

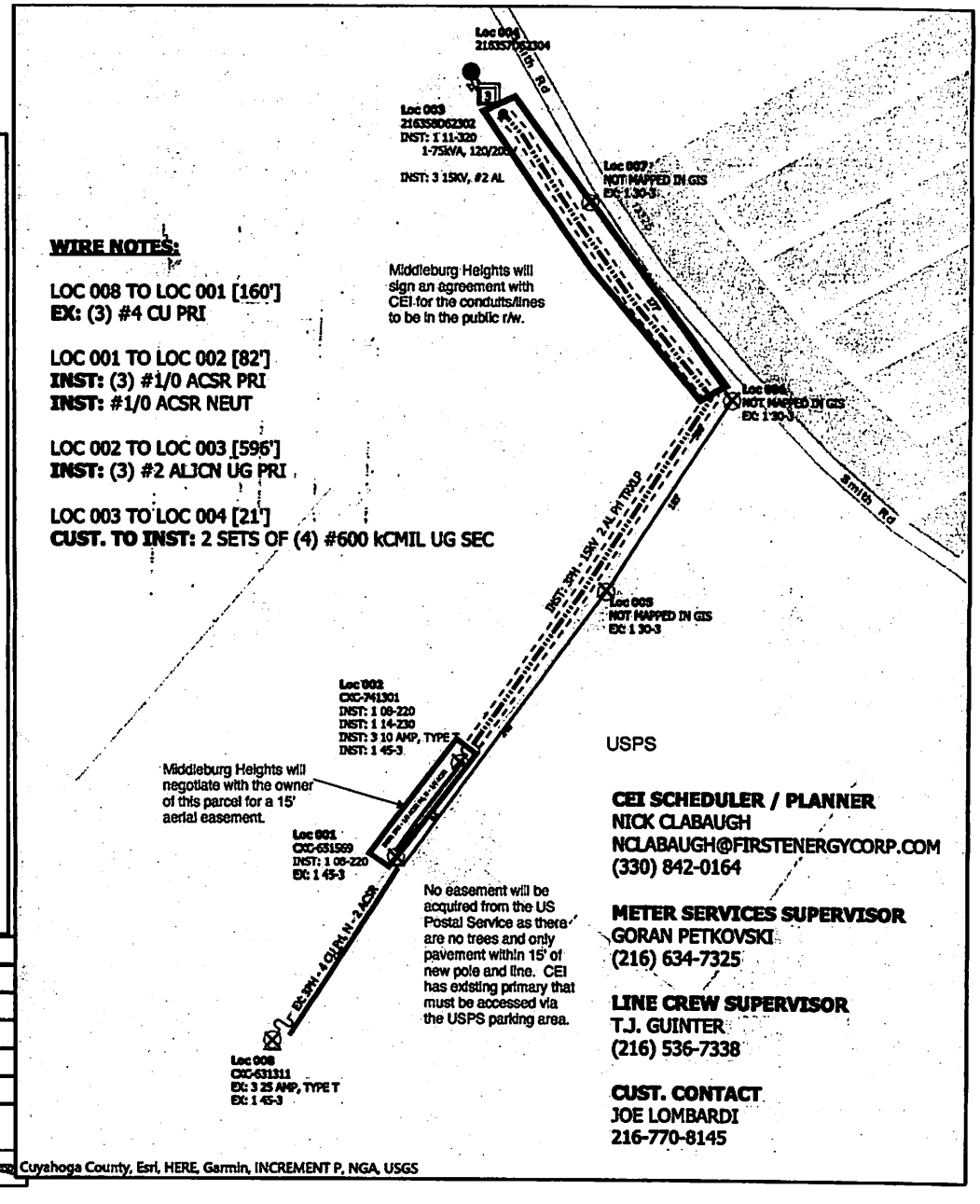
③ **TAG 216358D62302**
INST:
DWG # 11-320 (3PH PM XFMR)
75 kVA 13.2KV 120/208V
LOOP FEED DEAD FRONT PM XFMR
SER #_____ PH__
(3) 15KV #2 AL LOADBREAK ELBOW
(3) 15KV #2 AL LOADBREAK ARRESTOR
GROUNDING PER 5-065

④ **SERVICE POINT**
200A SERVICE 120/208V DEMAND METERING
FOR 40kWD @ 93% PF
METER #_____

⑤ **LOC'S 005, 006, AND 007 (NOT MAPPED IN GIS)**
REM:
CUT POLE TOPS ABOVE COMMS ONCE TRAFFIC LIGHTS ARE TRSF TO PADMOUNT.

⑧ **P# 631311 45'-3 1968 D60% ATT @ 24'-0**
EX: CEI EQUIP. OK





WIRE NOTES:

LOC 008 TO LOC 001 [160']
EX: (3) #4 CU PRI

LOC 001 TO LOC 002 [82']
INST: (3) #1/0 ACSR PRI
INST: #1/0 ACSR NEUT

LOC 002 TO LOC 003 [596']
INST: (3) #2 ALICN UG PRI

LOC 003 TO LOC 004 [21']
CUST. TO INST: 2 SETS OF (4) #600 kCMIL UG SEC

CEI SCHEDULER / PLANNER
NICK CLABAUGH
NCLABAUGH@FIRSTENERGYCORP.COM
(330) 842-0164

METER SERVICES SUPERVISOR
GORAN PETKOVSKI
(216) 634-7325

LINE CREW SUPERVISOR
T.J. GUINTER
(216) 536-7338

CUST. CONTACT
JOE LOMBARDI
216-770-8145

WR#: 64429456	RAP Order #: 18826547	Req ISD: 3/16/2026	Print Date: 3/24/26
Street Address: 13301 SMITH RD		State One Call#: 1-800-362-2764 or 811	Project #:
City, State Zip: MIDDLEBURG HEIGHTS, OH 44130		JU Proposal #:	
Sub/Circ: L-04-EN		Designer: Jackson,Thomas (216)659-4574	
Upstream Prot Device: CXC-631311 (FUSES)		Approver: *Robert McCann* 4/1/26	
Customer: CITY OF MIDDLEBURG HTS. (440)234-2216		Cust Elec:	
Construction Foreman Signature: Date:		Notes/Comments: Date:	
Forest:	Joint Use:	Sheet 1 of 2	REV: CREWS Revision 2

Scale 1:81

COMMERCIAL CUSTOMER OBLIGATIONS

1. Any subsequent change in the location of these facilities made at the request of the property owner and/or customer shall be paid for by the property owner and/or customer.
2. Call the Ohio Utilities Protection Service (OUPS) 1-800-362-2764 TWO WORKING DAYS before you break ground to notify all OUPS members of the time, date and location of your work project.
3. All utilities which will cross beneath CEI Co. conductors and conduits shall be installed before CEI Co. work is started. If a utility line must cross under existing CEI Co. conductors, the developer shall prevent damage to the conductors and provide adequate safeguards to eliminate the need for de-energizing the conductors. All conductors shall clear other utilities by a minimum of 12 inches.
4. The customer shall contact the telephone company for telephone cable installation. Telephone company, ca-tv or any other foreign utilities facilities shall not pass through the cei co. service installation unless so specified by this drawing.
5. The customer shall install 4" non-metallic conduit at locations shown on this drawing. Conduit for direct burial shall 4" Schedule 40 "ELECTRICAL TYPE" conduit. SEWER OR DRAIN PIPES ARE NOT ACCEPTABLE. The conduit shall be located 4 feet below finished grade. A 4" bell and plug shall be installed at each end of conduit. See drawing for conduit requirements and locations. a 3/8" polypropolene rope shall be installed in all conduits.
6. The customer shall provide a trench along routes shown on this drawing. Trench requirements are shown on drawing details. Backfill, if direct buried cables are installed, shall be made after cables are installed. The first 12 inches of backfill shall be sand. The remaining backfill may be completed with removed earth, free of rock and rubble. or if duct is installed removed earth, free of rock and rubble may be used.
7. The customer shall stake trench and provide a final grade stake within 7' of transformer locations.
8. Conduit, trench, backfill, and transformer pad shall conform to CEI Co. standards and shall be subject to CEI Co. inspection. Call CEI Co. overhead foreman, ___OVERHEAD FOREMAN_____TEN WORKING DAYS before starting work to obtain construction inspection.
9. Trench and transformer areas shall be at finished grade prior to cable, duct or transformer installation. NO OTHER UTILITIES ABOVE OR BELOW TRANSFORMER FOUNDATION OR GROUND GRID AREA.
10. The customer shall install service cables in compliance with local codes.
11. The customer shall install all service entrance equipment, conduit, conduit bend, main switch, etc.
12. The customer shall provide the grounding electrode conductor to the service entrance location.
13. the customer shall provide 6' wide x 4' long x 3' deep excavation with 6" bed of crushed stone for cei to set sectionalizing enclosure.
14. the customer shall provide 5' wide x 8' long x 3' deep excavation with sand base and set box pad.
15. CEI requires permanent vehicle access to its equipment (no more than 15' off pavement). access routes across nonpaved areas require an 8" thick gravel foundations. the customer shall provide a minimum 8' by 8' thick gravel foundation for permanent vehicle access to cei equipment. cei requires a 10' clear zone in front of transformer doors that prohibits planting of shrubbery or storing equipment & materials.

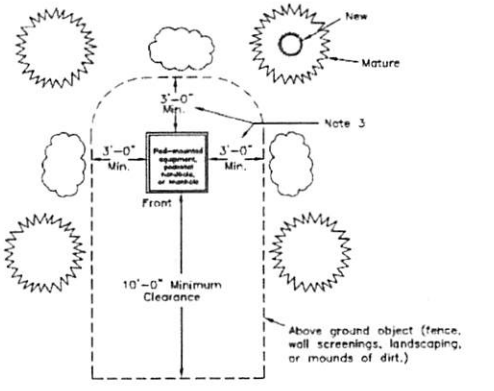
APPROVAL OF CEI CO. DESIGN AND CUSTOMER'S OBLIGATIONS

NOTE: Any substitution for the above materials or specifications shall conform to applicable safety or fire codes. Any deviations, changes or omissions in the physical design of electric service (such as changes in the pad location, protection or access, entrance point, trench location and depth, conduit systems, etc.) shall be communicated to the C.E.I. designer (T. JACKSON) for approval prior to being implemented. Changes made without appropriate approvals will delay the installation of the service.

By: _____

For: _____

(CUSTOMER) (TITLE) (DATE)



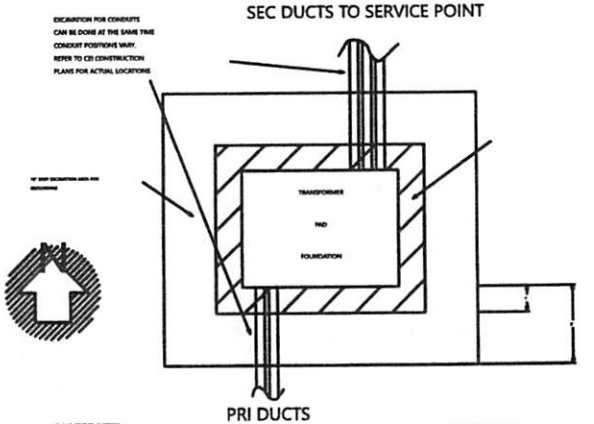
Notes:

1. **Warning:** Pad-mounted transformers and pad-mounted equipment have underground electric cables entering and exiting them below grade. When it is decided to install plants or objects around a pad, call the appropriate state One-Call agency found in Section 3.13 before digging so that underground cable locations can be marked.
2. Three (3) feet minimum clearance shall be maintained even after all plants have reached their maturity. **To allow future growth, plant vegetation should be placed at least seven (7) feet from the back and side of the pad-mounted device, pedestal, or hardware.** Avoid planting shrubs or setting posts directly over cables. Avoid vegetation with thorns or spines.
3. If pad-mounted equipment is a switch or other similar device with front, side, or rear doors, the minimum 3-feet clearance shall be increased to 10 feet.
4. Minimum safety clearances to gas meters shall be three (3) feet and to tanks containing flammable liquids or gases (e.g., propane, gasoline, oxygen) fifteen (15) feet.
5. For minimum clearances to buildings or structures – see Exhibit 22.
6. Company shall not be responsible for replacing shrubs, plants, fences, wall screenings, and other obstructions that need to be removed for maintenance or restoration work.

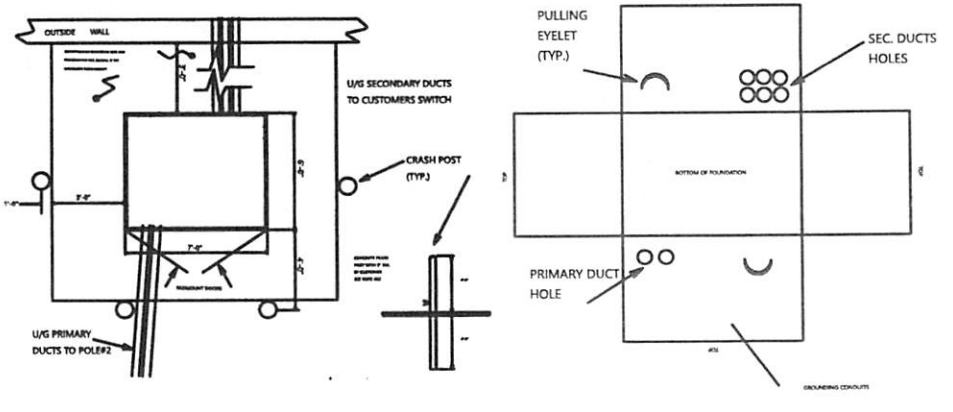
Clearances of Pad-Mounted Equipment, Pedestals, Handholes, or Manholes from Shrubs, Plants, Fences, Wall Screenings, & Other Obstructions

FirstEnergy. Service Guide | REV. 2 | EXHIBIT 23 | DATE 09/23

CEI PRE-CAST TRANSFORMER FOUNDATION DETAIL



CEI EXPLODED TRANSFORMER FOUNDATION



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Customer: CITY OF MIDDLEBURG HTS. (440)234-2216			Cust Elec:	
Construction Foreman Signature:		Date:	Notes/Comments:	Date:
Forest:	Joint Use:	Sheet 2 of 2	REV: CREWS Revision 2	Scale --- FirstEnergy

CITY OF MIDDLEBURG HEIGHTS

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made this ____ day of _____, 2026, between the City of Middleburg Heights, with a principal place of business at 15700 Bagley Road, Middleburg Heights, OH 44130 (the "City"), and The Illuminating Company, an Ohio corporation, with a principal place of business at 76 S. Main Street, Akron, Ohio 44308 (the "Company").

WITNESSETH:

WHEREAS, the City has acquired certain lands for roadway purposes (the "Public Right of Way"), as located by surveys and shown on plans on file in the City's Department of Public Service as part of the "Smith Road Streetscape" project; and

WHEREAS, the Company is the owner of certain electric facilities, including communications (the "Electric Facilities"), which are currently constructed as overhead facilities and which the City has requested the Company to relocate underground within the Public Right of Way and within utility easements for the convenience of its project, at substantial cost to the Company; and

WHEREAS, in exchange for relocating its Electric Facilities underground, the City and the Company agreed that the Company shall bear no costs if it is asked by the City at some time in the future to relocate the Electric Facilities elsewhere within the Public Right of Way or newly expanded public right of way for the City.

NOW, THEREFORE, for and in consideration of the mutual covenants stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City shall permit any requested future relocation of the Company's Electric Facilities to be placed within the Public Right of Way, if feasible, at no cost to the Company for use of such Public Right of Way for this purpose. In exchange for the Company relocating its overhead Electric Facilities underground for the convenience of the City's project, the City grants the Company a perpetual easement for its underground Electric Facilities, for which the Company shall have the perpetual right to: (i) install, construct, and maintain all Electric Facilities within the Public Right of Way, including rights of ingress and egress to do so; (ii) trim, remove, and cut any obstructions, trees, underbrush, or vegetation, consistent with its own maintenance standards and accepted utility-industry practices, that, in its sole judgment, may interfere or threaten to interfere with the safe and reliable operation of its Electric Facilities; and (iii) access said Electric Facilities to ensure their efficient and effective operation and maintenance, without cost.
2. The Company and City agree that the Company's facilities within the Public Right of Way subject to this Agreement are located along Smith Road in the City of Middleburg Heights, as noted in the "Smith Road Streetscaping" construction plans.
3. The Company's rights and use of the Public Right of Way under this Agreement shall be subordinate and subject to the Public Right of Way and the City's rights thereunder, but only to the extent that the Company shall be required to relocate its Electric Facilities at the request of the City in connection with any use by the City of the Public Right of Way, in accordance with Paragraph 4, and in a manner that does not interfere or threaten to interfere with the safe and reliable operation of the Electric Facilities.
4. Any future or further alteration and/or relocation of any facility of the Company within the subordinate easement area described in Paragraph 2, which is required by the City in connection

with any use by the City of the Public Right of Way or any rights thereunder after completion of the original construction of the new road, shall be performed by the Company, and the City shall reimburse the Company for all costs associated with such performance. Prior to any relocation, the City shall provide the Company with a suitable relocation location acceptable to the Company. However, the City shall not be responsible for reimbursing the Company for additions to or betterments of Electric Facilities existing at the time of such alteration and/or relocation, in accordance with the Company's applicable tariff, as filed with the Public Utilities Commission of Ohio.

5. This Agreement shall bind and inure to the benefit of the successors and assigns of the Company and the City, respectively.
6. The recitals set forth above shall be deemed part of this Agreement in the same manner as the numbered paragraphs of this Agreement.
7. This Agreement may be executed in separate counterparts. Electronic signatures shall be given the same full force and effect as original signatures.
8. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

[Signature Page Follows]

SIGNATURE PAGE

CITY OF MIDDLEBURG HEIGHTS

By: Matthew Castelli
Name: Matthew Castelli
Title: Mayor
Date: 9-9-26

STATE OF OHIO

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me on this 9 day of September, 2026, by Matthew J. Castelli, as Mayor, on behalf of City of Middleburg Heights.

Renee Leon
NOTARY PUBLIC
My commission expires: 11/23/2030

RENEE LEON
Notary Public, State of Ohio
My Commission Expires
November 23, 2030

THE ILLUMINATING COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by _____, as _____, on behalf of The Illuminating Company.

_____

NOTARY PUBLIC

My commission expires: _____