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March 29, 2018

**FILED BY ELECTRONIC TRANSMISSION**

Ms. Barcy F. McNeal, Secretary  
Public Utilities Commission of Ohio  
180 East broad Street, 11<sup>th</sup> Floor  
Columbus, OH 43215

RE: Case No. 17-1981-EL-AEC; Reasonable Arrangement Agreement

Dear Secretary McNeal:

Attached find a copy of the executed contract between Presrite Corporation and The Cleveland Electric Illuminating Company, the terms of which were approved in the Commission's Opinion and Order on March 14, 2018. Please contact me if you have any questions.

Sincerely,

McNEES WALLACE & NURICK LLC

*/s/ Frank P. Darr*

Frank P. Darr  
Member

Attachment

cc: Counsel of Record

FPD/jmm

## REASONABLE ARRANGEMENT AGREEMENT

**THIS CONTRACT** is entered into on this 15th day of March 2018, by and between Cleveland Electric Illuminating Company, its successors and assigns ("Company"), and Presrite Corporation, its permitted successors and assigns ("Customer"), and is effective as set forth below ("Effective Date").

### WITNESSETH

**WHEREAS**, the Company currently provides electric distribution service to the Customer at the facilities, plant, and equipment directly associated with the manufacturing operations identified in Customer's application filed with the Public Utilities Commission of Ohio ("Commission") in Case No. 17-1981-EL-AEC ("Customer's Facilities"). The addresses of the three forging facilities and technical center, respectively, are as follows: 3665 East 78th Street, Cleveland, OH 44105; 7105 Bessemer Ave., Cleveland, OH 44127; 322 S. Cucumber Street, Jefferson, OH 44047 and 33800 Lakeland Blvd., Eastlake, OH 44095; and

**WHEREAS**, the Customer asserts that it wishes to expand employment, restore employment benefits, and make capital investment in its current manufacturing operations at the Customer's Facilities, which requires access to and successful deployment of capital, predicated, in part, on the Customer's ability to secure a reliable supply of electricity pursuant to terms and conditions that will provide it with a reasonable and predictable price over a term sufficient to justify significant expenditures; and

**WHEREAS**, in order to obtain such a supply of electricity, the Customer submitted to the Commission an application dated September 13, 2017; and

**WHEREAS**, the Commission has approved the Company and the Customer to execute a contract based on its March 14, 2018 Opinion and Order; and

**NOW, THEREFORE**, in consideration of the Commission's Order approving the Joint Stipulation and Recommendation, the Company and the Customer enter into this Contract, and do hereby agree as follows:

- **Electric Service.** This Contract shall be applicable to the electric distribution and transmission service furnished by Company to the Customer's Facilities.
- The term shall be from the Effective Date through May 31, 2024.
- Customer will secure electric distribution service from CEI under the Rate GSU tariff, as those terms and conditions are modified from time to time, except that Presrite may elect to participate in the Company's Rider NMB Pilot program for one or more of its accounts. The participation shall be subject to the same terms and conditions as set forth in the NMB Pilot approved by the Commission in Case No. 14-1297-EL-SSO.

- **Assignment.** The Customer may assign this Contract with the written consent of the Company and express approval of the Commission.
- **Notices.** Any notice required or desired by either party to be given hereunder shall be made:

If to the Company at:

Cleveland Electric Illuminating  
Company  
c/o FirstEnergy Service Corp.  
76 South Main Street  
Akron, Ohio 44308  
Email: cdunn@firstenergycorp.com

If to the Customer at:

Presrite Corporation  
Attn: Executive Vice President  
3665 E. 78<sup>th</sup> Street  
Cleveland, Ohio 44105  
Email: davis.gary@presrite.com

Either party may submit to the other party a written notice of a location, address, or title of contact person change and such notice shall serve to modify this Contract. Any communications required to be in writing pursuant to this Contract may be delivered by first class U.S. Mail, courier service or commonly used forms of electronic communication (e.g., fax or email) consistent with the provisions set forth in this document. Notice shall be deemed to be received upon actual receipt if delivered by courier, fax, or email, or three (3) days after postmarked if sent by first class U.S. Mail, postage prepaid.

- **Effective Date and Term.** The Effective Date of this Contract shall be the date upon which the Customer files this contract, following Commission approval. This Contract shall continue in effect pursuant to the terms approved by the Commission in its Order. Additionally, if, after notice and opportunity for a hearing, the Commission determines that the Customer has not substantially met the approved terms, this Contract shall terminate on the date specified by the Commission. During such term, regardless of length, the Customer shall maintain operations of its manufacturing facilities at the location or locations receiving service pursuant to this Contract.
- **Other Events of Default; Termination.** This Contract shall not be cancelled without the prior written consent of the Commission. Notwithstanding the foregoing, the parties agree that each of the following events shall individually constitute a breach of this Contract that allows the Company the right to cancel without liability to the Customer all or any part of this Contract and/or pursue any further remedies available at law or in equity: (1) the Customer assigns this Contract or any part hereof without obtaining the proper consent as provided above; or (2) the Customer becomes insolvent or makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature or if a trustee or receiver of the Customer or of any substantial part of the Customer's assets is appointed by any court or proceedings instituted under any provisions of the Federal Bankruptcy Code or any state insolvency law by or against the

Customer are acquiesced in or are not dismissed within thirty (30) days or result in an adjudication in bankruptcy or insolvency.

- **Force Majeure.** Except with regard to the Customer's obligation to make payment(s) then due or becoming due to the Company, the Customer shall not be liable to the Company for any expenses, loss, or damage resulting from delays or prevention of performance arising from a Force Majeure. The Company shall not be required to perform or resume performance of its obligations to the Customer corresponding to the obligations of Customer excused by Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, act(s) by any government, governmental body or instrumentality, or regulatory agency (including, but not limited to, delay or failure to act in the issuance of approvals, permits, or licenses), fires, explosions, floods, breakdown of or damage to plants, equipment, or facilities, or other causes of similar nature which are beyond the reasonable control of the Customer and which wholly or partially prevent the receipt or utilization of electricity by the Customer. If the Customer is affected by Force Majeure, the Customer shall give notice to the Company as promptly as practical of the nature and probable duration of such Force Majeure, with the effect of such Force Majeure eliminated insofar as possible with all reasonable dispatch. The performance by the Customer hereunder shall be excused only to the extent made necessary by the Force Majeure condition. The Customer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance, provided that the Customer shall not be required to settle a labor dispute on terms unacceptable to the Customer; and provided further, that the Customer shall not be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure Event.
- **Reporting.** Subject to such confidentiality requirements as may be appropriate, the Customer shall, in accordance with Rule 4901:1-38-06, Ohio Administrative Code, provide the Company and Commission Staff no later than April 30 of each year with an annual report that demonstrates the Customer's compliance with the eligibility criteria and commitments, the value of any incentives received by the Customer and such other information as the Commission may request for purposes of monitoring compliance with this Contract. The reports described herein shall not be filed with the Commission unless otherwise directed by the Commission.
- **Dispute Resolution.** If a dispute arises out of this Contract, and if the dispute relates to a subject matter which is within the Commission's exclusive or primary jurisdiction, the parties agree first to try in good faith to settle the dispute. Nothing herein shall be construed or implied to preclude either party from initiating litigation on questions outside of the Commission's jurisdiction if they are unable to resolve such dispute through negotiations.
- **Mutual Cooperation.** The parties agree to provide mutual and timely support for purposes of effectively administering this Contract. Such support shall include, without limitation, reasonable and timely access to documents and personnel of the other party.

• **Governing Law and Continuing Jurisdiction.** The validity, construction and performance of this Contract shall be determined in accordance with the laws of the State of Ohio not taking into account any conflict of law provisions. The parties understand and agree that the Commission shall have continuing jurisdiction, for good cause shown, to modify, amend or terminate this Contract and that good cause will be presumed in the event that the Customer has not complied with the commitments set forth in the Stipulation and Recommendation as approved by the Commission in Case No. 17-1981-EL-AEC on March 14, 2018.

• **Interpretation.** This Reasonable Arrangement Agreement and the Company's standard tariff (including the terms and conditions of service), as applicable and as amended from time to time by the Commission, including any contract(s) required by the Company's standard tariff, sets forth the entire agreement between the parties. **THE PARTIES EXPRESSLY ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER.** In the event of any conflict between the Company's standard tariff and this Contract, the Contract shall control. In the event of any conflict between the terms and conditions set forth in this Contract and the Commission's Order, the Commission's Order shall control. This Contract remains subject to the Company's standard tariff as applicable and as amended from time to time, unless and to the extent otherwise expressly stated herein.

• **Reservation of Rehearing and Appeal Rights.** The Company and the Customer reserve their rights to apply for rehearing before the Commission and to pursue an appeal before the Supreme Court of Ohio and the Contract remains subject to modification or termination based on the outcome of any such proceedings.

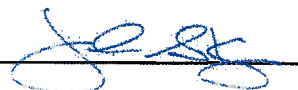
**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

**Presrite Corporation (Customer)**

By: Gary W Davis

Title: Sr. Vice President

**Cleveland Electric Illuminating Company (Company)**

By: 

Title: Regional President

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/29/2018 2:43:39 PM**

**in**

**Case No(s). 17-1981-EL-AEC**

Summary: Agreement Reasonable Arrangement Agreement electronically filed by Mr. Frank P Darr on behalf of Presrite Corporation