



CITY of NOVI CITY COUNCIL

**Agenda Item F
September 24, 2012**

SUBJECT: Approval of Detroit Edison Pole Relocation Agreement to relocate two existing power poles located at Pavilion Shore Park in the amount of \$20,712.

SUBMITTING DEPARTMENT: Parks, Recreation, and Cultural Services
Department of Public Services, Engineering Division *BC*

CITY MANAGER APPROVAL: *[Signature]* *74*

EXPENDITURE REQUIRED	\$ 20,712
AMOUNT BUDGETED	\$1,046,940 (balance of funding includes grant award, Park Foundation Contribution and Tree Fund)
APPROPRIATION REQUIRED	\$ 20,720 (to be included in 2nd quarter budget amendment)
LINE ITEM NUMBER	208-691.00-974.086

BACKGROUND INFORMATION:

Engineering has been working with Detroit Edison as part of the design phase of Pavilion Shore Park to relocate existing power poles that are currently located within the proposed park property. The City Attorney has been working to vacate several old platted rights-of-way located within Pavilion Shore Park. The existing Detroit Edison power poles are located in abandoned right-of-way and date back to an earlier configuration of the intersection of South Lake Drive and Old Novi Road. The attached maps show the existing and proposed location of the power poles. Also attached are photos showing the existing power poles.

Detroit Edison has provided the attached agreement and estimates the cost of the relocation of the power poles to be \$20,712. (According to Detroit Edison, the cost to bury the electrical lines is typically 5 times the cost of relocation). Upon approval and execution of the agreement, Engineering will work with Detroit Edison to schedule the work in coordination with the construction of the park. The agreement has been reviewed by the City Attorney's office (see Beth Saarela's September 7, 2012 letter attached).

Construction of the park was awarded on September 10, 2012 and work is scheduled to begin in fall 2012 with completion anticipated by July 2013.

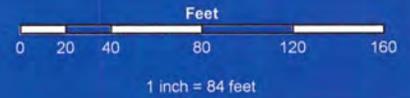
RECOMMENDED ACTION: Approval of Detroit Edison Pole Relocation Agreement to relocate two existing power poles located at Pavilion Shore Park in the amount of \$20,712.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

Pavilion Shore Power Pole Relocation

South Lake Drive and Old Novi Road



City of Novi

Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Map Author: Brian Coburn
Date: 9/17/12
Project:
Version #:



MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Existing Power Pole Locations
Pavilion Shore Park



Looking north from southwest corner of South Lake Drive and Old Novi Road.



Looking west from north side of 13 Mile Road



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

September 7, 2012

Brian Coburn, Engineering Manager
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: DTE Pole Relocation Agreement
110 South Lake

Dear Mr. Coburn:

We have reviewed the agreement provided by DTE Energy for the relocation of a power pole at Pavilion Shore Park. The Agreement is a standard agreement providing for installation by DTE for a total cost of \$20,711.95 to be paid by the City. Other than payment and installation obligations, the Agreement contains no other terms and is made subject to policies and regulations of the Michigan Public Service Commission. We see no legal impediment to entering into the Agreement.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

EKS/sls

C: Maryanne Cornelius, Clerk (w/Enclosure)
Rob Hayes, DPS Director (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

8001 Haggerty Rd
Belleville, MI 48111

DTE Energy



Detroit Edison

Friday, August 31, 2012

City Of Novi
Aaron J. Staup
26300 Lee BeGole Drive
Novi, MI 48375

Regarding: 110 South Lake, Novi Township

Enclosed are two (2) copies of the Accounts Receivable Agreement for your signature. The payment for this work is \$20,711.95 based on:

Relocation of 1 pole, conductor, Primary Det, Secondary Det, Guy wires, Anchors.

Please return the signed agreement to me with a check made payable to Detroit Edison. Keep the "Customer Copy" document for your records. To ensure proper credit, the Agreement number should be indicated on your remitted check. When we receive the signed agreement and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,



Deon R. Jones

Planner

734-397-4125

jonesdr@dteenergy.com

enclosures:

Two copies of the Accounts Receivable Agreement

Accounts Receivable Agreement
No. 35101252



"Edison" and "Customer" make this agreement for consideration of the promises in the Agreement.

"Edison" is:

The Detroit Edison Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:

City Of Novi
Aaron J. Staup
26300 Lee BeGole Drive
Novi, MI 48375

Background Statement: Customer requests Edison to perform the work indicated below in the vicinity of 110 South Lake. To do this, Edison requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, Edison is permitted to require payment before performing this work.

Edison and Customer agree to the following terms:

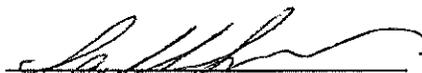
Payment for the requested work is \$20,711.95.

The type of work to be performed:

Relocation of 1 pole, conductor, Primary Det, Secondary Det, Guy wires, Anchors.

In return for the above payment, The Detroit Edison Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until Edison receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Edison: (sign)  Title: Supervisor Date: 8-31-2012
Darrell W Duncan

Customer: (sign) _____ (print) _____ Date: _____

(sign) _____ (print) _____ Date: _____

Accounts Receivable Agreement
No. 35101252



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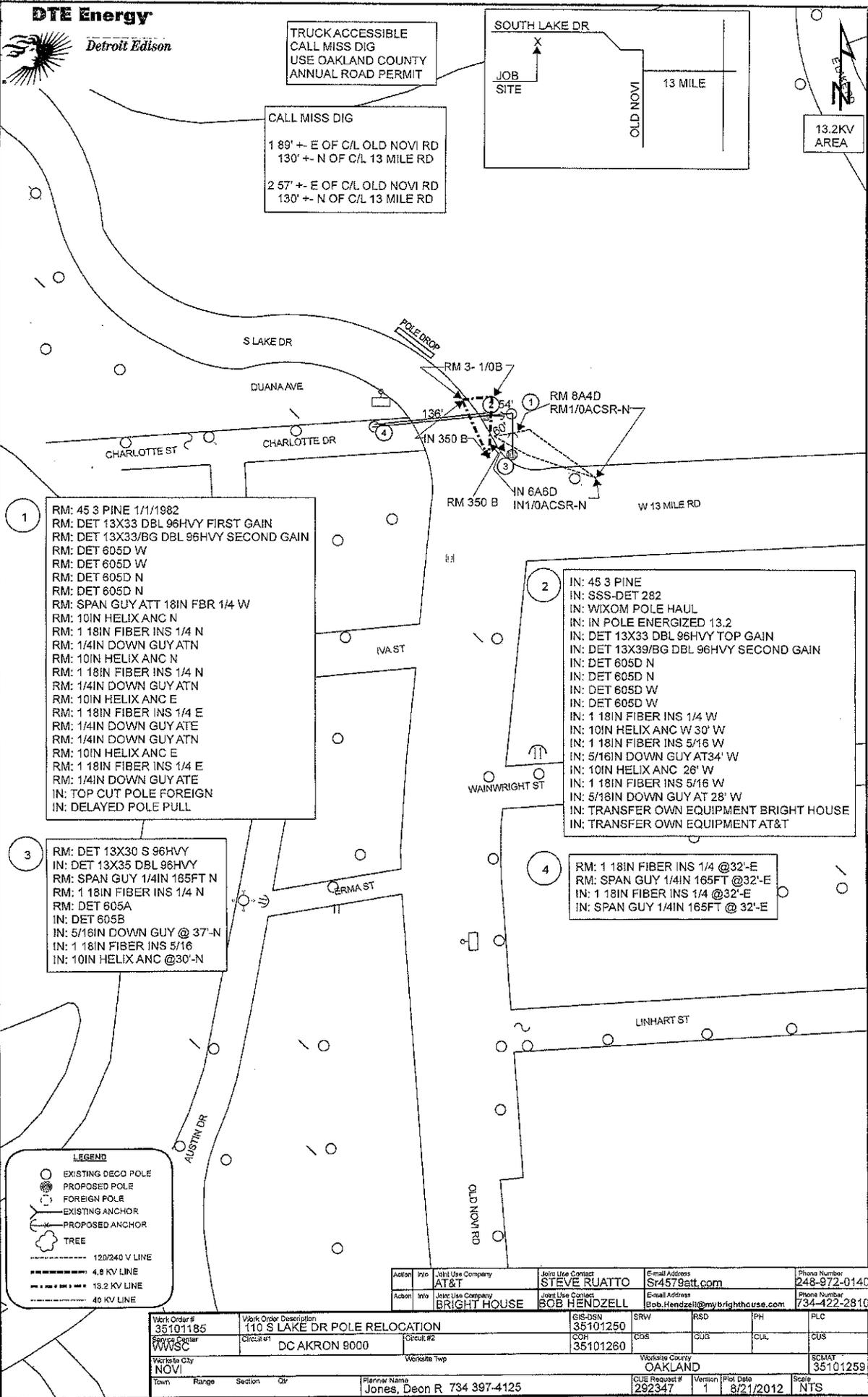
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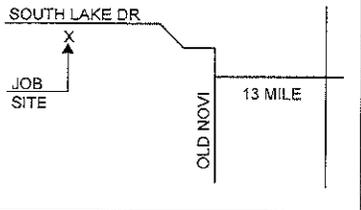
Edison: (sign)  Title: Supervisor Date: 8-31-2012
Darrell W Duncan

Customer: (sign) _____ (print) _____ Date: _____
(sign) _____ (print) _____ Date: _____



DTE Energy
Detroit Edison

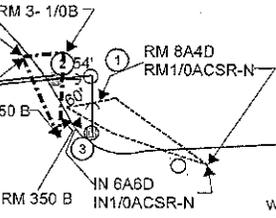
TRUCK ACCESSIBLE
 CALL MISS DIG
 USE OAKLAND COUNTY
 ANNUAL ROAD PERMIT



13.2KV
 AREA

CALL MISS DIG
 1 89' +/- E OF C/L OLD NOVI RD
 130' +/- N OF C/L 13 MILE RD
 2 57' +/- E OF C/L OLD NOVI RD
 130' +/- N OF C/L 13 MILE RD

1
 RM: 45 3 PINE 1/1/1982
 RM: DET 13X33 DBL 96HVY FIRST GAIN
 RM: DET 13X33/BG DBL 96HVY SECOND GAIN
 RM: DET 605D W
 RM: DET 605D N
 RM: SPAN GUY ATT 18IN FBR 1/4 W
 RM: 10IN HELIX ANC N
 RM: 1 18IN FIBER INS 1/4 N
 RM: 1/4IN DOWN GUY ATN
 RM: 10IN HELIX ANC N
 RM: 1 18IN FIBER INS 1/4 N
 RM: 1/4IN DOWN GUY ATN
 RM: 10IN HELIX ANC E
 RM: 1 18IN FIBER INS 1/4 E
 RM: 1/4IN DOWN GUY ATN
 RM: 10IN HELIX ANC E
 RM: 1 18IN FIBER INS 1/4 E
 RM: 1/4IN DOWN GUY ATN
 RM: 10IN HELIX ANC E
 IN: TOP CUT POLE FOREIGN
 IN: DELAYED POLE PULL



2
 IN: 45 3 PINE
 IN: SSS-DET 282
 IN: WIXOM POLE HAUL
 IN: IN POLE ENERGIZED 13.2
 IN: DET 13X33 DBL 96HVY TOP GAIN
 IN: DET 13X39/BG DBL 96HVY SECOND GAIN
 IN: DET 605D N
 IN: DET 605D W
 IN: DET 605D W
 IN: 1 18IN FIBER INS 1/4 W
 IN: 10IN HELIX ANC W 30' W
 IN: 1 18IN FIBER INS 5/16 W
 IN: 5/16IN DOWN GUY AT 34' W
 IN: 10IN HELIX ANC 28' W
 IN: 1 18IN FIBER INS 5/16 W
 IN: 5/16IN DOWN GUY AT 28' W
 IN: TRANSFER OWN EQUIPMENT BRIGHT HOUSE
 IN: TRANSFER OWN EQUIPMENT AT&T

3
 RM: DET 13X30 S 96HVY
 IN: DET 13X35 DBL 96HVY
 RM: SPAN GUY 1/4IN 165FT N
 RM: 1 18IN FIBER INS 1/4 N
 RM: DET 605A
 IN: DET 605B
 IN: 5/16IN DOWN GUY @ 37'-N
 IN: 1 18IN FIBER INS 5/16
 IN: 10IN HELIX ANC @30'-N

4
 RM: 1 18IN FIBER INS 1/4 @32'-E
 RM: SPAN GUY 1/4IN 165FT @32'-E
 IN: 1 18IN FIBER INS 1/4 @32'-E
 IN: SPAN GUY 1/4IN 165FT @ 32'-E

LEGEND

- EXISTING DECO POLE
- PROPOSED POLE
- FOREIGN POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- TREE
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

Action	Info	Joint Use Company	Joint Use Contact	E-mail Address	Phone Number
		AT&T	STEVE RUATTO	Sr457@att.com	248-972-0140
Action	Info	Joint Use Company	Joint Use Contact	E-mail Address	Phone Number
		BRIGHT HOUSE	BOB HENDZELL	Bob.Hendzell@mybighthouse.com	734-422-2810

Work Order #	Work Order Description	GIS-DSN	SRW	RSD	PH	PLC			
35101185	110 S LAKE DR POLE RELOCATION	35101250							
Service Center	Circuit #1	Circuit #2	COS	CUG	CUL	CUS			
WWSC	DC AKRON 9000	35101260							
Worksite City	Worksite Twp	Worksite County	SCMAT						
NOVI		OAKLAND	35101259						
Town	Range	Section	Qtr	Planner Name	CUE Request #	Version	Plot Date	Scale	
				Jones, Deon R	734 397-4125	292347	1	8/21/2012	NTS