



CITY of NOVI CITY COUNCIL

**Agenda Item J
July 7, 2008**

SUBJECT: Approval to enter into an agreement with The Detroit Edison Company, to accept \$12,000/year rent for the placement of a natural gas generator at Wildlife Woods Park, 11 Mile/Wixom Road.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

In the spring of 2008, The Detroit Edison Company (DTE) approached the City of Novi requesting permission to place a temporary natural gas generator at Wildlife Woods Park. The generator would aid in balancing circuit overloads in western city sections (17-20), North of Ten Mile and South of Grand River. The placement of this unit would act as a temporary solution for the company until future overhead lines work could alleviate the current circuit overload concerns. When operating at full capacity, the generator is rated to not exceed 75 dB @ 7 meters.

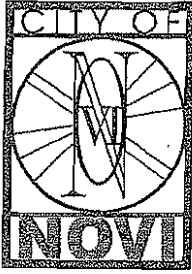
In May 2008, DTE was granted permission to extend an access driveway through Profile Steel to enter city property. DTE also approached the Community Development Department for a Temporary Special Land Use Permit. The permit (08-010) was granted on 6/16/2008, and is applicable for one calendar year.

The proposed terms of the lease agreement are for one year with the option for renewal and are assignable, where the tenant (DTE), must pay rent of \$12,000.00 per year, due in advance of the beginning of the agreement. The contract has been reviewed and approved by the City Attorney's office.

RECOMMENDED ACTION: Approval to enter into an agreement with The Detroit Edison Company, to accept \$12,000/year rent for the placement of a natural gas generator at Wildlife Woods Park, 11 Mile/Wixom Road.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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



TEMPORARY SPECIAL LAND USE PERMIT

Temporary Special Exception Permits are pursuant to Ordinance 97-18, Section 3004.

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

Permit Number: 08-010
Permit Type: Temporary Special Land Use
Permit Status: Approved
Effective Date: 06/16/2008
Expiration Date: 06/16/2009

Job Address: 26442 Wixom Road
Location: North of Eleven Mile east of Wixom Road

Applicant: DTE Engery
Adam Jacob
2000 Second Avenue
211 SB
Detroit, MI 48226

Stipulations: Security fencing enclosing site required.


Charles Boulard
Building Official

A COPY OF THIS PERMIT SHOULD BE POSTED ON SITE

PERMIT EXPIRES June 16, 2009

City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org

Site Lease for Electrical Generator

This Site Lease is made on July 7 2008, by "Landlord" and "Tenant" for certain "Property."

"Landlord" is:

City of Novi, whose parcel ID is: 26442 Wixom Road, Novi, MI 48375.

"Tenant" is:

The Detroit Edison Company, a Michigan corporation, whose address is: 2000 Second Avenue, Room 2086 WCB, Detroit, Michigan 48226

The "Property" is:

A portion of the real property described on the attached Exhibit A (the "Underlying Property") sufficient for placement of an electrical generator, and related equipment (collectively, the "Facilities"), together with all necessary space and easements for access and utilities needed to operate the Facilities. The location of the Facilities is generally depicted on the attached Exhibit B.

Landlord and Tenant agree to the following terms:

TERM AND RENT

1. Term

The time period (term) of this lease is one (1) year beginning on the above date on which this lease is made.

2. Rent

Tenant must pay rent of \$12,000 per year, due in advance at Landlord's address listed at the beginning of this Lease. If Tenant terminates this Lease before the expiration of the initial term, Tenant agrees to pay a termination penalty equal to the balance of the rent which would have been payable otherwise during the initial Term.

USE AND ENJOYMENT

3. Use

Tenant may use the Property to install an electrical generator, and for the construction, installation, operation, maintenance, repair, improvement, removal or replacement of generator and/or related facilities and associated equipment. Tenant must comply with all applicable governmental laws and rules in using the Property. Tenant's Facilities shall operate within the attached Product Specifications sheets (Exhibit "C")

4. Access

As partial consideration for Rent paid under this Lease, Landlord grants Tenant an easement to enter and leave the Property over Landlord's land that is adjacent to the Property in order that Tenant may construct, operate, repair, maintain, and remove its Facilities at all times during any term of this Lease (collectively, the "Easements"). The Easements provided hereunder shall have the same term of this Lease.

5. Quiet Enjoyment

If Tenant pays the rent and does not default on any of the terms of this lease, then Tenant has the right to quietly enjoy the Property during the term of this Lease. Any lighting used to illuminate the Facilities shall be directed downward and away from adjacent residences and will only be used during emergency maintenance of the Facilities.

MAINTENANCE

6. Improvements; Alterations

Tenant shall have the right to alter, replace, enhance, and upgrade its Facilities during any term of this lease, provided that the Tenant shall not exceed the product specifications included in Exhibit C.

TERMINATION

7. Termination

Upon termination of this Lease, Tenant shall have the right to remove its Facilities and at the request of Landlord, shall restore the Property to its condition precedent to this Lease. Tenant shall remove any stone or gravel used at the Property.

The Landlord may terminate this Lease at any time on 30 days notice in the event any of the following occurs: (i) failure by the Tenant to pay the rent, or (ii) failure by Tenant to comply with the product specifications

INDEMNITY

8. Indemnity

Tenant will indemnify, hold harmless and defend Landlord (the city, its officers, agents, citizens and employees) for any claims, attorney fees, costs or judgments for injuries to persons or damages to property including environmental matters, arising directly or indirectly out of Tenant's (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees) negligence or through the malfunction of the Facilities on the Property in the use of this lease by Tenant (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees).

GENERAL PROVISIONS

10. Entire Agreement

This Lease contains the entire agreement between Landlord and Tenant. Landlord and Landlord's agents have made no oral or written promises or representations to Tenant except those contained in this Lease.

11. Modifications

This Lease can be modified only by a written agreement signed by both Landlord and Tenant.

12. Severability

Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Lease will remain in full effect.

13. Applicable Law

This Lease will be governed and interpreted by Michigan law.

14. Headings

Titles and headings are inserted in this Lease for reference purposes only, and must not be used to interpret the Lease.

15. Waivers

A waiver of a breach of any term in this Lease will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term.

16. Successors and Assigns

This Lease binds and benefits Landlord and Tenant and their successors and assigns.

Landlord

Tenant

By: _____

By:  _____

Its: _____

Its: **Florence D. Washington
Supervisor - Corporate Real Estate**



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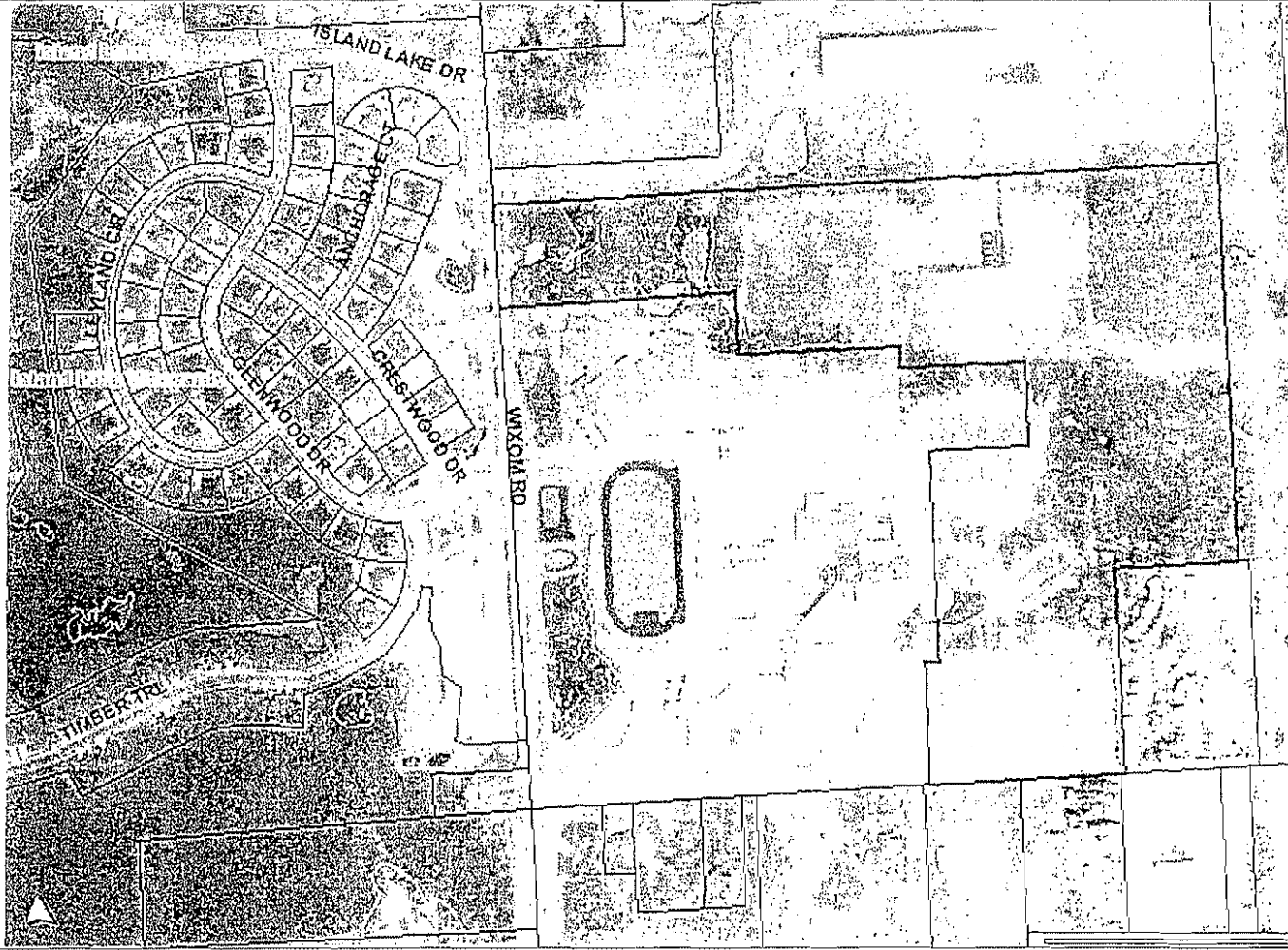
Commercial and Industrial Property Profile

Note: If you use the 'Reload' function of your browser, you will be billed again. You will not be billed for using the 'Back' and 'Forward' buttons. Last updated on 05/14/2007 for City of Novi.

26700 WIXOM, NOVI, MI 48374			
View Photos View Map			
Parcel ID 22-17-300-013	Municipality City of Novi	Owner(s) NOVI PROPERTIES INC	
Owner Mailing Address 22100 TROLLEY, TAYLOR, MI 48180			
Property Description T1N, R8E, SEC 17 PART OF SW 1/4 BEG AT PT DIST N 01-03-30 W 2010.00 FT FROM SW SEC COR, TH N 01-03-30 W 117.64 FT, TH N 89-39-40 E 770.00 FT, TH N 01-03-30 W 510.00 FT, TH N 89-39-40 E 1665.34 FT, TH S 00-07-10 W 627.61 FT, TH S 89-39-40 W 2422.44 FT TO BEG 25.98 A			
Use 301 IND IMP (Industrial Imp.)	School District 180 Novi Community Schls	Neighborhood Code 30111	
Water Indicator N	Septic Indicator N	Well Indicator N	Sewer Indicator N
Current Assessed Value \$2,005,400	Capped Value \$1,540,870	State Equalized Value \$2,005,400	
Split/Combination Information			
Added Status Added Parcel	Date Added 9/4/1979	Added From FROM 17-300-011	
No sales since 1994			
Taxable Value \$1,540,870	Effective Date for Taxes 12/1/2004	Homestead % 0	
2006 Taxes		2007 Taxes	

Exhibit A

Access Oakland Property Viewer

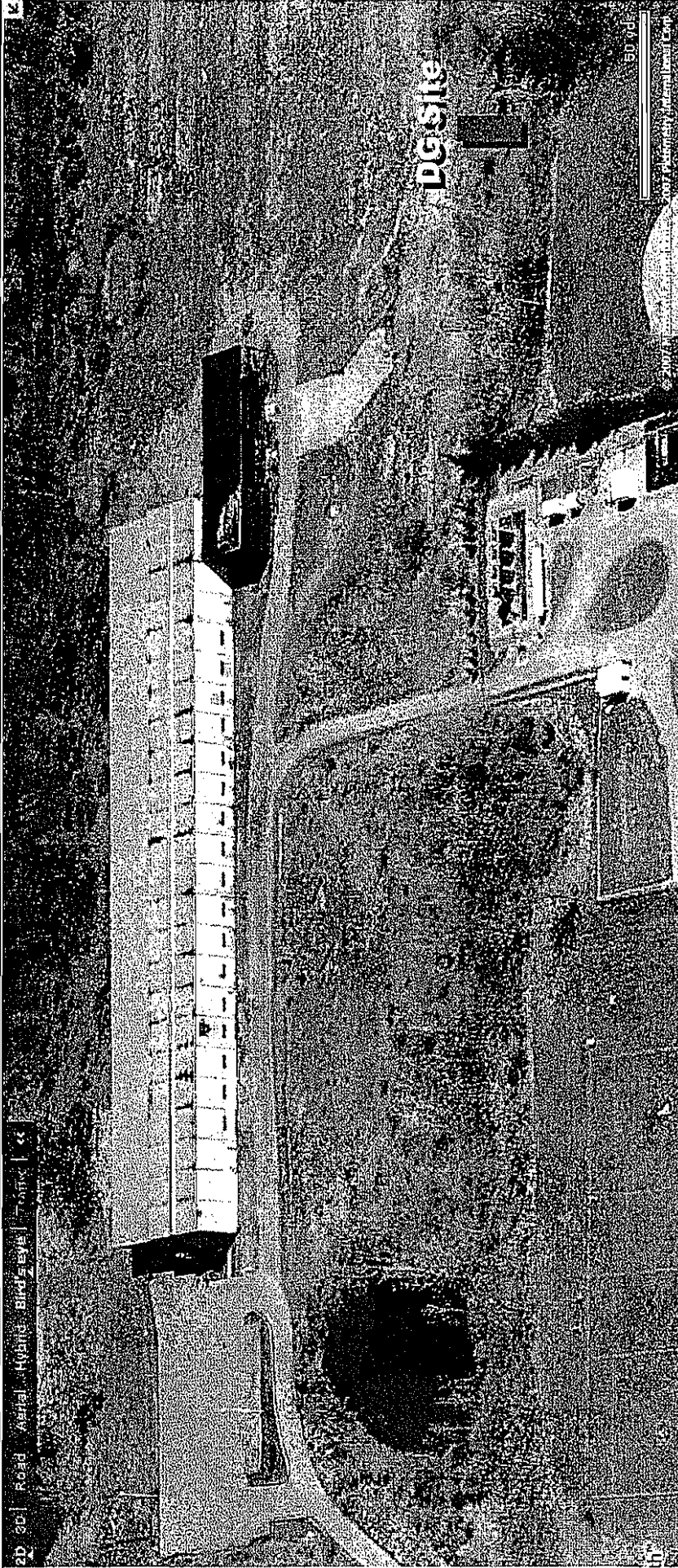


Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

DTE Energy

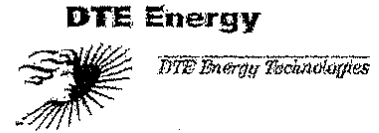


Exhibit B: Location of Facilities



ENI 1000 Lean Burn

Continuous Duty Generation



Production Specifications¹

Model Number: ENI-1000A-PNLOS

Net Electrical Output @ 0.8 power factor	kW	984	
Net Electrical Efficiency ²	%	37%	
Pkg Efficiency w/ Thermal (Net)	%	63%	
Heat Rate (Net, LHV)	Btu/kWh (kJ/kWh)	9,334 / (9,848)	
Engine/Generator Type		Continuous Duty Synchronous	
BHP (shaft) @ ISO	hp (kW)	1408 (1050)	
RPM	rpm	1800	
Output voltage		480/277 Volts, 3 Phase, 60 Hz	
Emissions @ ISO	NO _x	g/bhp-hr	1.20
	CO	g/bhp-hr	2.30
	NMHC	g/bhp-hr	0.40
	THC	g/bhp-hr	5.00
Noise Level		75 dB(A) @ 7 meters	
Operating Capability		Blackstart capable in either isolated or grid parallel operation	
Power Quality	THD		Meets IEEE 519
	Load Unbalance	%	10% negative sequence (maximum)
	Overload	%	no overload capability at continuous power
	Voltage Regulation/Adjustment	%	+/- 0.5%
Fuel Supply ³	Types		Natural Gas
	Fuel (LHV/HHV) +/-5%	MMBtu/hr (kW)	9.185 (2,692)
		ft ³ /hr (m ³ /hr)	10,096 (286)
	Minimum Supply Pressure	psig (bar)	0.3 (0.02) 1.5 (0.10)
Fuel Standard (LHV)	Btu/ft ³ (kJ/m ³)	910 (33,906)	
Enclosure	Height	ft (m)	9.5 (2.9)
	Length	ft (m)	40 (12.2)
	Width	ft (m)	8 (2.4)
	Weight	lbs (kg)	52,100 (23,633)
	Shipping Weight	lbs (kg)	55,000 (24,948)
			Standard ISO Hi-Cube shipping enclosure (full sound attenuation)
Warranty			Earlier of 18 months from delivery or 1 year (8,000 hrs) from initial start up

Notes: These specifications represent the design data as of the publication date listed in the lower righthand corner and may change without notice. Please contact your sales representative for the most current specifications.

- Fuel requirements and power outputs are within +/-5%
- All data based on ISO standard conditions of 29.54"Hg barometric pressure, 77F ambient & induction air temperature, 30% relative humidity.
- Fuel Standard: dry natural gas, 910 Btu/ft³ lower heating value (LHV).

ENI 1000 Lean Burn Continuous Duty Generation

DTE Energy



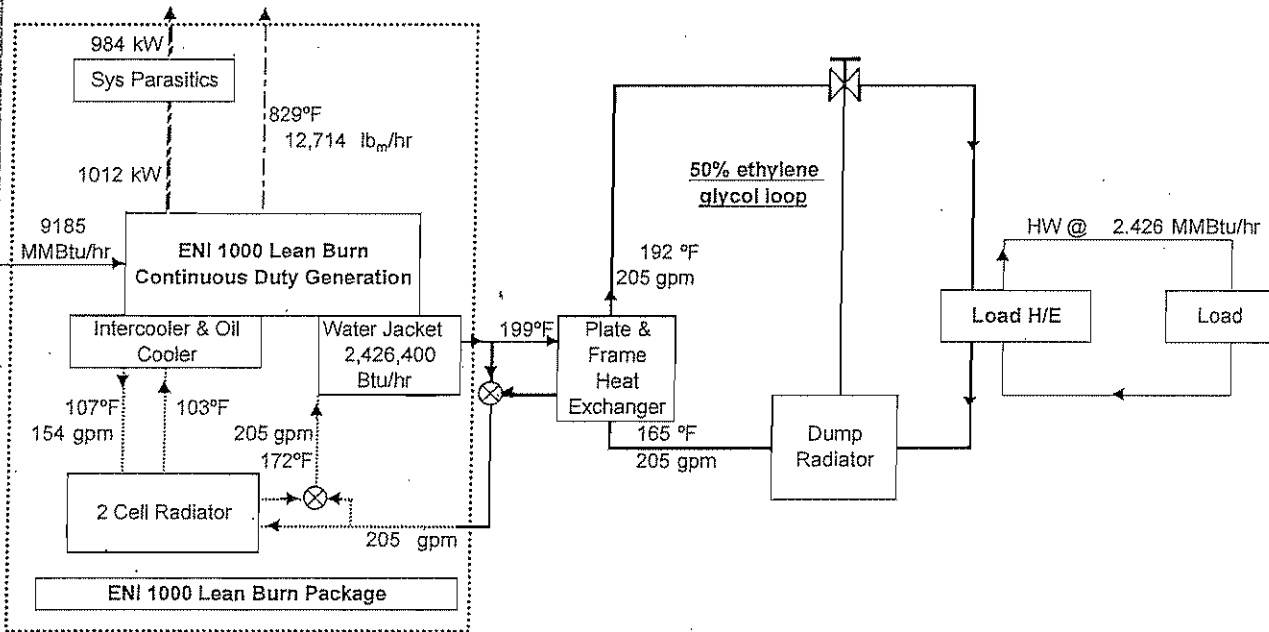
DTE Energy Technologies

Heat Recovery Potential

Model Number: ENI-1000A-PNLOS

Exhaust Flow	lb/hr (kg/hr)	12,714 (5,767)
Exhaust Temperature	°F (°C)	829 (443)
Jacket Water Flow	gpm (L/min)	205 (777)
Jacket Water Temperature (Out)	°F (°C)	199 (93)
Jacket Water Temperature (In)	°F (°C)	172 (78)
Auxiliary Water Flow	gpm (L/min)	154 (583)
Auxiliary Water Inlet Temperature	°F (°C)	107 (42)
Auxiliary Circuit Heat Rejection	MMBtu/hr (kWth)	0.287 (84)
Heat Gain from Water Jacket	MMBtu/hr (kWth)	2.426 (711)
Total Heat Recovery Potential	MMBtu/hr (kWth)	2.426 (711)
Heat Recovery Potential:		
Hot Water	Flow Rate	gpm (L/min)
	Temp IN	°F (°C)
	Temp OUT	°F (°C)
		205 (776)
		165 (74)
		192 (89)

Heat Recovery Potential @ 100% load



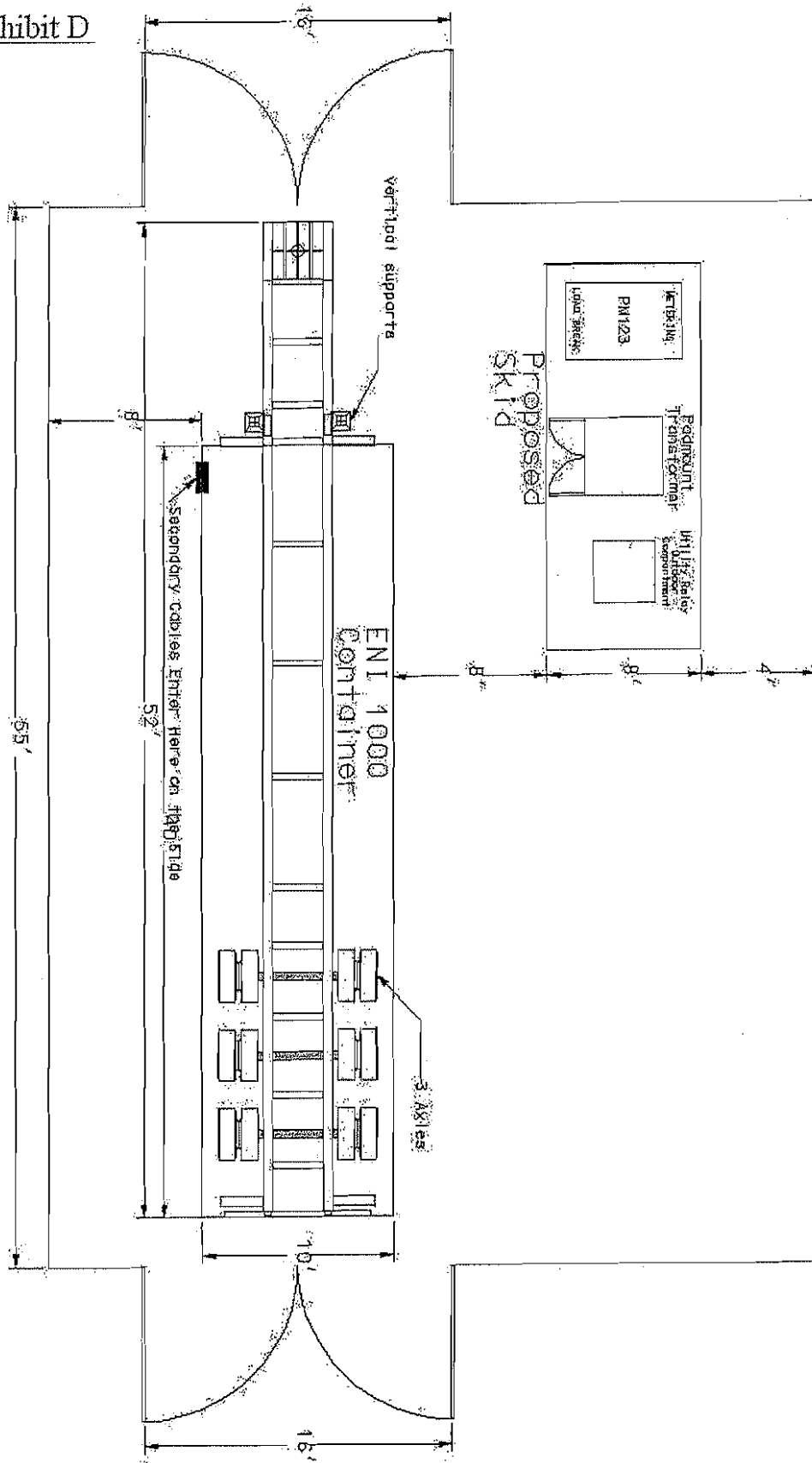
Typical Jacket Water Heat Recovery Schematic

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DTE Energy Technologies
37849 Interchange Dr.
Farmington Hills, MI 48335
877-DTECH-11
248-668-9530
www.dtetech.com

Exhibit D



GENERATOR LOCATION CITY OF NOVI WILDLIFE WOODS PARK



Legend

Roads

- Major
- Minor
- Watercourses

City Property Boundary

Adjoining Parcel Boundaries



CITY OF NOVI
 DEPARTMENT OF PARKS
 RECREATION & FORESTRY
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-0400
 MAP AUTHOR: CHRIS BLOUGH
 GIS MANAGER



SOURCES OF INFORMATION FOR THIS MAP
 Land Ownership Boundaries: Oakland County GIS Utility
 2006 Aerial Orthophotography: Oakland County GIS
 Utility
 2008 Road Centerline: City of Novi
 2008 Park Boundary: City of Novi

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 1979, as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.