

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**MAY 12, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Washington Park Power Line Burial Work Agreement with ComEd <i>(Waive One-Week Waiting Period)</i>	Resolution Ordinance ✓ Motion Discussion Only	Naneil R. Newlon, P. E. Director of Public Works

**SYNOPSIS**

A motion is requested authorizing the Village Manager to sign a work agreement with ComEd in the amount of \$21,201.70 to bury power lines as part of the Washington Park stormwater improvements.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2008-2013 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improved Neighborhood Infrastructure Curbs, Gutters, Streets, and Sidewalks*.

**FISCAL IMPACT**

The budget for all planned projects within the St. Joseph North, Subwatershed E (SW-042) is \$9,250,000 and spans three fiscal years (FY09, FY10 and FY11). The FY09 budget includes \$2,300,000 for the Washington Park project. The proceeds from the stormwater bond issuance of 2008 will be used to pay for this project.

**RECOMMENDATION**

Staff recommends waiving the Village Council's traditional one-week waiting period to consider new business and approving this item during the May 12, 2009 Workshop under the Attorney's Report.

**BACKGROUND**

As part of the design for the detention basin in the northwest part of Washington Park, the overhead power lines which run along the eastern portion of the park must be buried. The buried lines would not be under the detention basin but rather in the embankment portion, where poles would not be feasible since they would not be adequately supported and would lean toward the basin over time.

The agreement for burying the power lines at Washington Park was originally sent to the Park District for payment. This was due to the fact the Park District is the property owner at the location. However, pursuant to the Intergovernmental Agreement between the Village and the Park District, this expense is the Village' responsibility as the project is solely related to stormwater improvements.

**ATTACHMENTS**

Motion  
Agreement

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Village Attorney      **DATE:** May 12, 2009  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_ **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

Ordinance

Motion to authorize the Village Manager to sign a work agreement with ComEd in the amount of \$21,201.70.

Resolution

Motion

Other

**SUMMARY OF ITEM:**

Adoption of this motion shall authorize the Village Manager to sign a work agreement with ComEd in the amount of \$21,201.70 to bury power lines as part of the Washington Park stormwater improvements

**RECORD OF ACTION TAKEN:**

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# CUSTOMER WORK AGREEMENT

PL#: 465081

CWA#: **WC090015** R:0000

Date: 04/21/2009

**VIL DOWNERS GROVE** ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **801 BURLINGTON AVE, DOWNERS GROVE, IL 60515**, described below.

CUSTOMER WORK AGREEMENT - OVERHEAD TO UNDERGROUND RELOCATION FOR D OWNERS GROVE PARK DIST. 835 PRAIRIE AVE - PARK IMPROVEMENTS

CHARGES FOR REQUESTED INSTALLATION	\$23,701.70
ADVANCED DEPOSIT FROM PREVIOUS CONTRACT	\$(2,500.00)
<b>TOTAL CUSTOMER CHARGE</b>	<b>\$21,201.70</b>

The Customer agrees to pay to the Company the sum of **\$21,201.70**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

KURT ARMSTRONG

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: **0297692007**

Work Task Number: **0660682201**

Payment Stamp

Mail Bills To: **VIL DOWNERS GROVE  
801 BURLINGTON AVE  
DOWNERS GROVE, IL 60515**