



Legislation Text

File #: 0232-2016, Version: 1

BACKGROUND:

The City, pursuant to Ordinance Number 0504-2012, entered into a certain agreement dated September 24, 2012 (“Agreement”), with the Del-Co Water Company, Inc., an Ohio nonprofit corporation (“Delco”), in order for Delco to extract no more than eight million gallons per day (8,000,000 gpd) and no more than two billion, nine hundred-twenty million gallons per year (2,920,000,000 gpy) of raw water from the City’s raw water reservoirs. Delco requests to construct, maintain, use, and operate one (1) raw water pump station (“Pump Station”) at the O’Shaughnessy Reservoir {Delaware County Tax Parcel 500-310-01-002-000} property in the vicinity southwest of the intersection of Home Road and State Route 257, Powell, Ohio 43065 (“Premises”) in order to extract the appropriate amount of raw water pursuant to the Agreement.

Delco, Ohio Power Company, an Ohio corporation doing business as American Electric Power (“AEP”), and Columbia Gas of Ohio, an Ohio corporation (“Columbia”), will each need to acquire certain real estate from the City at the Premises in order for Delco to construct, access, maintain, use, and operate the Pump Station. Accordingly, the City will need to grant to Delco upon portions of the Premises a (i) perpetual raw water pump station utility easement (“Pump Station Easement”), (ii) perpetual waterline utility easement (“Waterline Easement”), (iii) perpetual access easement via the public right-of-way, Pump Station Easement, and public right-of-way of State Route 257 (“Access Easement”), and (iv) two (2) year temporary construction easement (“Construction Easement”). The City will also need to grant to AEP upon portions of the Premises (A) the Construction Easement, and (B) a perpetual electric utility service easement (“Electric Easement”). The City will also need to grant to Columbia upon portions of the Premises (a) the Construction Easement, and (b) a perpetual natural gas utility service easement (“Gas Easement”).

Delco’s site investigations of the Premises revealed the presence of certain artifacts and remains of national historic and cultural significance (“Artifacts”). Delco, AEP, and Columbia are committed to preserving the Artifacts by maintaining a fifty (50) foot construction buffer around the Artifacts while constructing, accessing, and maintaining the Pump Station, Gas Easement, and Electric Easement.

The Recreation and Parks Department (CRPD), Department of Public Utilities (DPU), and Department of Finance and Management (“Finance”) reviewed and supports granting the Pump Station Easement, Waterline Easement, Access Easement, Construction Easement, Electric Easement, and Gas Easement in consideration of (i) Delco adhering to the raw water extraction limitations described in the Agreement, (ii) the City fulfilling its obligations under the Agreement, (iii) Delco, AEP, and Columbia committing to the Artifacts’ preservation, (iv) Delco, AEP, and Columbia appropriately constructing, accessing, maintaining, using, and operating the Pump Station, Gas Easement, and Electric Easement, and (v) Delco, AEP, and Columbia appropriately restoring the Premises according to CRPD, DPU, and Finance’s written direction and satisfaction.

CONTRACT COMPLIANCE:

Not applicable.

FISCAL IMPACT:

Not applicable.

EMERGENCY JUSTIFICATION:

Emergency action is requested so as to not hinder Delco's timely completion of the Pump Station, which will preserve the public peace, health, property, safety, and welfare.

To authorize the director of the Department of Finance and Management to execute and acknowledge all instrument(s), as approved by the City Attorney, necessary to quit claim grant to Del-Co Water Company, Inc., Ohio Power Company d.b.a. American Electric Power, and Columbia Gas of Ohio certain temporary and perpetual real estate in order to construct, access, and maintain one (1) raw water pump station at O'Shaughnessy Reservoir; and to declare an emergency. (\$0.00)

WHEREAS, the City intends to uphold its obligations to a certain agreement dated September 24, 2012 (*i.e.* Agreement), with the Del-Co Water Company, Inc., an Ohio nonprofit corporation (*i.e.* Delco), in order for Delco to extract no more than eight million gallons per day (8,000,000 gpy) and no more than two billion, nine hundred-twenty million gallons per year (2,920,000,000 gpy) of raw water from the City's raw water reservoirs;

WHEREAS, the City intends to fulfill its obligations under the Agreement by permitting Delco to construct, maintain, use, and operate one (1) raw water pump station (*i.e.* Pump Station) at the O'Shaughnessy Reservoir {Delaware County Tax Parcel 500-310-01-002-000} property in the vicinity southwest of the intersection of Home Road and State Route 257, Powell, Ohio 43065 (*i.e.* Premises) in order to extract the appropriate amount of raw water pursuant to the Agreement;

WHEREAS, the City intends to quit-claim grant to Delco upon portions of the Premises a (i) perpetual water pump station utility easement (*i.e.* Pump Station Easement), (ii) perpetual waterline utility easement (*i.e.* Waterline Easement), (iii) perpetual access easement via the Premises, Pump Station Easement, and public right-of-way of State Route 257 (*i.e.* Access Easement), and (iv) two (2) year temporary construction easement (*i.e.* Construction Easement);

WHEREAS, the City intends to quit-claim grant to the Ohio Power Company, an Ohio corporation doing business as American Electric Power (*i.e.* AEP), upon portions of the Premises (i) the Construction Easement, and (ii) a perpetual electric utility service easement (*i.e.* Electric Easement);

WHEREAS, the City intends to quit-claim grant to Columbia Gas of Ohio, an Ohio corporation (*i.e.* Columbia), upon portions of the Premises (i) the Construction Easement, and (ii) a perpetual natural gas utility service easement (*i.e.* Gas Easement);

WHEREAS, the City intends for a fifty (50) foot construction buffer to be maintained at all times in order to protect certain artifacts and remains of national historic and cultural significance located at the Premises;

WHEREAS, the City intends to quit-claim grant the Pump Station Easement, Waterline Easement, Access Easement, Construction Easement, Electric Easement, and Gas Easement in consideration of (i) Delco adhering to the raw water extraction limitations described in the Agreement, (ii) the City fulfilling its obligations under the Agreement, (iii) Delco, AEP, and Columbia committing to the Artifacts' preservation, and (iv) Delco, AEP, and Columbia appropriately restoring the Premises according to Recreation and Parks (CRPD), Department of Public Utilities (DPU), and Department of Finance's (*i.e.* Finance) written direction and satisfaction;

WHEREAS, the City intends for the City Attorney to preapprove all instrument(s) executed by City personnel pursuant to authority granted by this ordinance; and

WHEREAS, an emergency exists in the City's usual daily operations in that it is immediately necessary to quit claim grant the Pump Station Easement, Waterline Easement, Access Easement, Construction Easement, Electric Easement, and Gas Easement in order for Delco to timely complete the Pump Station, which will preserve the public peace, property,

health, welfare, and safety; and **now, therefore**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS, OHIO:

SECTION 1. The director of Finance and Management (*i.e.* Finance) is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to the Del-Co Water Company, Inc., an Ohio nonprofit corporation (*i.e.* Delco), and its successors and assigns, a perpetual, nonexclusive water pump station utility easement in, on, over, under, through, and burdening the 0.895 acre, more or less, tract of easement area and portion of the City's real property located at the O'Shaughnessy Reservoir {Delaware County Tax Parcel 500-310-01-002-000} property in the vicinity southwest of the intersection of Home Road and State Route 257, Powell, Ohio 43065 (*i.e.* Premises) described and depicted in the six (6) page attachment, Exhibit-A, which is fully incorporated for reference as if rewritten, in order for Delco to construct, maintain, use, and operate one (1) raw water pump station and associated appurtenance(s) (*i.e.* Pump Station).

SECTION 2. The director of Finance is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to Delco, its successors and assigns, a perpetual, nonexclusive waterline utility easement in, on, under, through, and burdening the 0.230 acre, more or less, tract of easement area and portion of the Premises described and depicted in the four (4) page attachment, Exhibit-B, which is fully incorporated for reference as if rewritten, in order for Delco to construct, maintain, use, and operate an underground water utility line and associated appurtenance(s).

SECTION 3. The director of Finance is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to Delco, its successors and assigns, a perpetual, nonexclusive access easement in, on, through, and burdening the 0.953 acre, more or less, tract of easement area and portion of the Premises described and depicted in the twelve (12) page attachment, Exhibit-C, which is fully incorporated for reference as if rewritten, in order for Delco to possess ingress and egress access of the Pump Station via the Premises and public right-of-way of State Route 257.

SECTION 4. The director of Finance is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to the Ohio Power Company, an Ohio corporation doing business as American Electric Power (*i.e.* AEP), its successors and assigns, a perpetual, nonexclusive, subsurface electric utility easement in, on, under, through, and burdening the 0.108 acre, more or less, tract of easement area and portion of the Premises described and depicted in the four (4) page attachment, Exhibit-D, which is fully incorporated for reference as if rewritten, in order for AEP to construct, maintain, use, and operate underground electric line(s), duct bank(s), and associated appurtenance(s) for servicing electrical energy and impulses to the Pump Station.

SECTION 5. The director of Finance is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to Columbia Gas of Ohio, an Ohio corporation (*i.e.* Columbia), its successors and assigns, a perpetual, nonexclusive, subsurface natural gas utility easement in, on, under, through, and burdening the 0.142 acre, more or less, tract of easement area and portion of the Premises described and depicted in the six (6) page attachment, Exhibit-E, which is fully incorporated for reference as if rewritten, in order for Columbia to construct, maintain, use, and operate underground natural gas pipeline(s) and associated appurtenance(s) for servicing natural gas energy to the Pump Station.

SECTION 6. The director of Finance is authorized to execute and acknowledge any instrument(s) necessary to quit claim grant to Delco, AEP, and Columbia and their successors and assigns a two (2) year temporary, nonexclusive access and construction easement in, on, under, over, through, and burdening the 1.434 acre, more or less, tract of easement area and portion of the Premises described and depicted in the six (6) page attachment, Exhibit-F, which is fully incorporated for reference as if rewritten, in order for Delco to construct the Pump Station.

SECTION 7. The granting of the easement rights to Delco, AEP, and Columbia described in Section Six (6) of this ordinance are required to expire and terminate upon the earlier occurrence of the following: (i) Delco's completion of the Pump Station's within two (2) years of commencing construction; or (ii) June 30, 2018.

SECTION 8. The real estate conveyances to Delco, AEP, and Columbia described in Sections One (1), Two

(2), Three (3), Four (4), Five (5), and Six (6) of this ordinance are contingent upon (i) Delco, AEP, and Columbia's appropriately restoring the Premises to the City's written satisfaction and approval, (ii) Delco forever extracting no more than eight million gallons per day (8,000,000 gpd) and no more than two billion, nine hundred-twenty million gallons per year (2,920,000,000 gpy) of raw water from the O'Shaughnessy Reservoir at the Pump Station, and (iii) Delco, AEP, and Columbia forever not performing any construction or maintenances activities located within the "Cultural Buffer Boundary" depicted in the six page attachment, Exhibit-F, which is fully incorporated for reference as if rewritten.

SECTION 9. The City Attorney is required to preapprove all instrument(s) executed by the director of Finance pursuant to this ordinance.

SECTION 10. For the reasons stated in the preamble of this ordinance, which are made a part of this ordinance and fully incorporated as if rewritten, this ordinance is declared an emergency measure and shall take effect and be in force from and after this ordinance's passage and approval by the Mayor, or ten (10) days after this ordinance's passage if the Mayor neither approves nor vetoes this ordinance.