

RESOLUTION NO. 2-93
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Kingseed ON THE
15th DAY OF January 1993.

A RESOLUTION AUTHORIZING AND DIRECTING
THE CITY MANAGER TO ENTER INTO AGREEMENTS
WITH THE DAYTON POWER AND LIGHT COMPANY FOR
THE RELOCATION OF ELECTRIC FACILITIES
THROUGH THE YANKEE TRACE GOLF COURSE.

WHEREAS, the City of Centerville has determined it to
be in the best interest of the City that electric transmission
facilities and electric distribution facilities at the proposed
Yankee Trace Golf Course be relocated, and

WHEREAS, the Dayton Power and Light Company has
prepared agreements for the relocation of said electric
facilities, and

WHEREAS, the City of Centerville agrees to pay DP&L the
cost of said relocations in accordance with diagrams and exhibits
as attached hereto and incorporated herein.


NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

SECTION 1. The City Manager is hereby authorized and
directed to sign an agreement with the Dayton Power and Light
Company for the relocation of transmission facilities, said
agreement attached hereto as Exhibit "A" and an agreement for the
relocation of distribution facilities, said agreement attached
hereto as Exhibit "B" and incorporated herein.

SECTION 2. The Director of Finance is hereby
authorized and directed to do any and all necessary things in
order to carry out the terms of said agreements.

SECTION 3. This Resolution shall become effective at
the earliest date allowed by law.

PASSED this 18th day of January, 1993.


Mayor of the City of Centerville,
Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 2-93, passed by the Council of the City of Centerville, Ohio, on the 18th day of January, 1993.


Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney



November 19, 1992

Greg Horn, City Manager
100 West Spring Valley Road
Centerville, Ohio 45458

Dear Greg,

This letter proposes the terms for relocation of DP&L electric facilities through the Yankee Trace Golf Course according to your request.

Electric Transmission Relocation

1. Cost of Relocation

The City of Centerville agrees to pay DP&L the cost to relocate its transmission facilities at the proposed Yankee Trace Golf Course along Yankee Road according to the attached Exhibit "A". The City will pay the actual cost of the relocation including materials, labor, engineering, overheads and incidental expenses. The total will not exceed DP&L's estimated cost of seventy-seven thousand dollars (\$77,000) for the relocation as proposed in this agreement. Requested modifications will be added at actual extra costs.

2. Scope of Work

DP&L will rebuild the transmission line (DP&L Circuit 6610) through the Yankee Trace Golf Course. This rebuild will include the removal of twelve (12) wood poles and the installation of two (2) steel poles and five (5) wood poles plus modifications to two additional poles. This rebuild will raise the transmission line to give a typical average minimum ground clearance of 40 feet to the bottom conductor. The rebuilt/relocated line is basically to be as shown on Exhibit "A". The two (2) steel pole structures to be used are sketched in Exhibit "B". The alignment of the new line will follow the existing line east from Yankee Road to the angle point in the existing line where the new alignment will continue east an additional 325 feet to a new angle point. The two steel poles (#5 & #6) are in this section. The new alignment will turn northeast at pole #7 and be built through and existing wetland area on wood poles (#7 to #9) where the line will again turn east to connect to the existing facilities. Pole #9 will be located 85 feet west of the City's east property line for the golf course area. Guys and anchors will be required on pole #7 with anchors a maximum distance of 75 feet east and south of the pole, and on pole #9 with anchors a maximum distance of 65 feet from the pole to the northwest. Existing poles, guys and anchors between Yankee Road and the east property line of

the golf course area will be removed.

3. Right-of-Way Requirements

The City of Centerville agrees to grant DP&L right-of-way for the rebuilt transmission line. This new right-of-way will grant DP&L a permanent easement through the golf course property. The general terms and requirements for the new easement to be granted are as indicated on attached Exhibit "C". Detailed descriptions will be completed in the document after survey data has been obtained.

The new easement to be granted will be 75 feet wide (37.5 feet on each side of the centerline of the transmission line) from Yankee Road east to the new angle pole #7. The new easement will be 50 feet wide (25 feet on each side of the centerline of the transmission line) in the wood pole section through the wetland area to the east property line (pole #7 to #9 and east). Additional right-of-way areas will be granted for the guying and anchoring required at poles #7 and #9.

The golf course development plans indicated parking areas and a road are to be built adjacent to the transmission line alignment between Yankee Road and angle pole #7. The City agrees DP&L may use these facilities for access to the transmission line for construction and future operation and maintenance of the line.

4. Wetland and Clearing Requirements

The City of Centerville agrees to clear the right-of-way for the new transmission line, including the area through the wetland, at its cost. The City of Centerville also agrees to take responsibility to obtain approval for the required clearing of the wetland from The Corp of Engineers and to secure any required permits for this clearing and construction of the line on the property.

5. Scheduling of Engineering and Construction

The time required for DP&L to complete the Engineering of the new transmission line is three (3) months from the date of your authorization. During that time DP&L will work with the City of Centerville Engineers to determine the exact location of the poles in relationship to the golf course and clubhouse, and to resolve other design considerations of mutual concern to the parties.

Materials for this project would primarily be obtained from the DP&L stores inventory and are therefore readily available. The significant exception is the two steel poles required. This type pole can usually be on site within two months of placing an order with a steel pole supplier. An order can be placed within a month of completing the final design requirements for the poles,

assuming normal bidding processes are followed. For the schedule of the project to proceed in a timely manner, resolutions of the design, locations and related factors affecting the steel poles needs to take place between DP&L and the City within the first month of the engineering phase of the project. Design, delivery and installation of the steel pole structures are therefore potentially the most significant factors affecting the overall project schedule.

The time required for DP&L to complete the construction of the new transmission line is estimated at twenty (20) work days. This estimate is based on workable weather conditions. Construction can only be done either in the Spring (April, May and 1st part of June) or Fall (2nd half of September, October and November). Available construction time frames are based on DP&L's system electrical load. Availability at other times is limited due to DP&L's loading and reliability conditions.

It would also be beneficial for both parties if DP&L could begin construction after The City of Centerville has installed the road through the golf course. This would make DP&L's construction easier and help to minimize damage to the terrain by DP&L's construction activities.

DP&L will work with the City to perform the required engineering, material, procurement, and construction in a timely manner and to conform to the City's desired schedules to the extent possible within the above noted considerations.

6. Maintenance of Steel Poles

DP&L agrees to paint the steel poles per The City of Centerville's request. The City agrees to pay the cost of the painting each time it is requested.

If these conditions meet with your approval, please sign and return a copy of this letter to authorize DP&L to proceed with this project.

Authorized by:

Greg Horn
City Manager

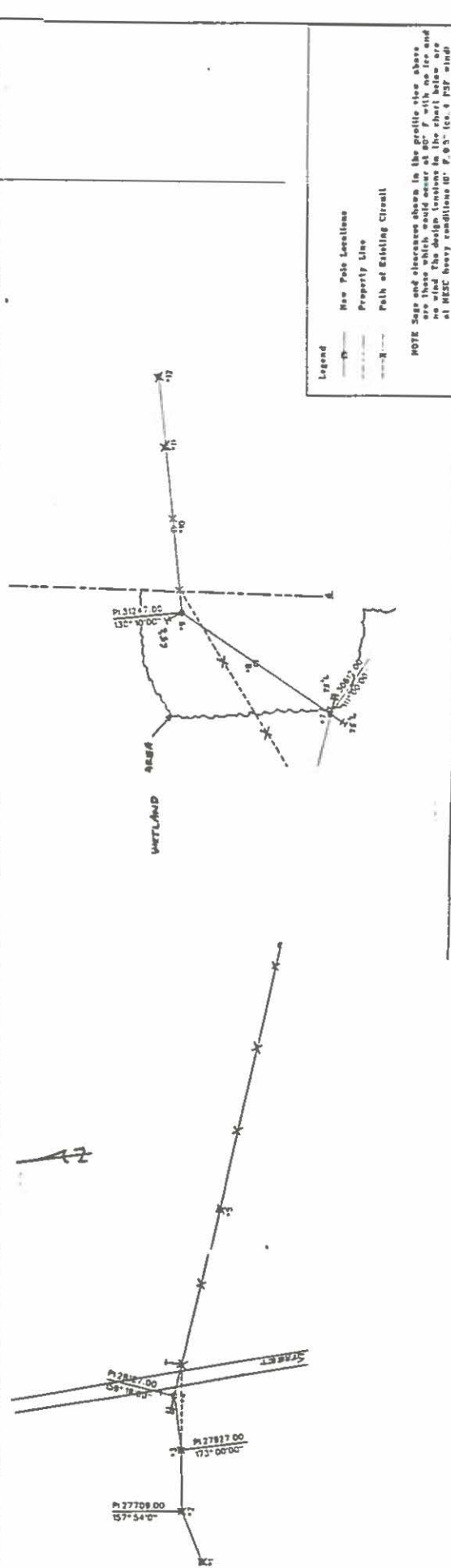
Sincerely,



Patrick O'Loughlin

Station	Elevation	Notes
1050		
1040		
1030		
1020		
1000		
980		
960		
940		
920		
900		
880		

Station	Elevation	Notes
26800		
27000		
27200		
27400		
27600		
27800		
28000		
28200		
28400		
28600		
28800		
29000		
29200		
29400		
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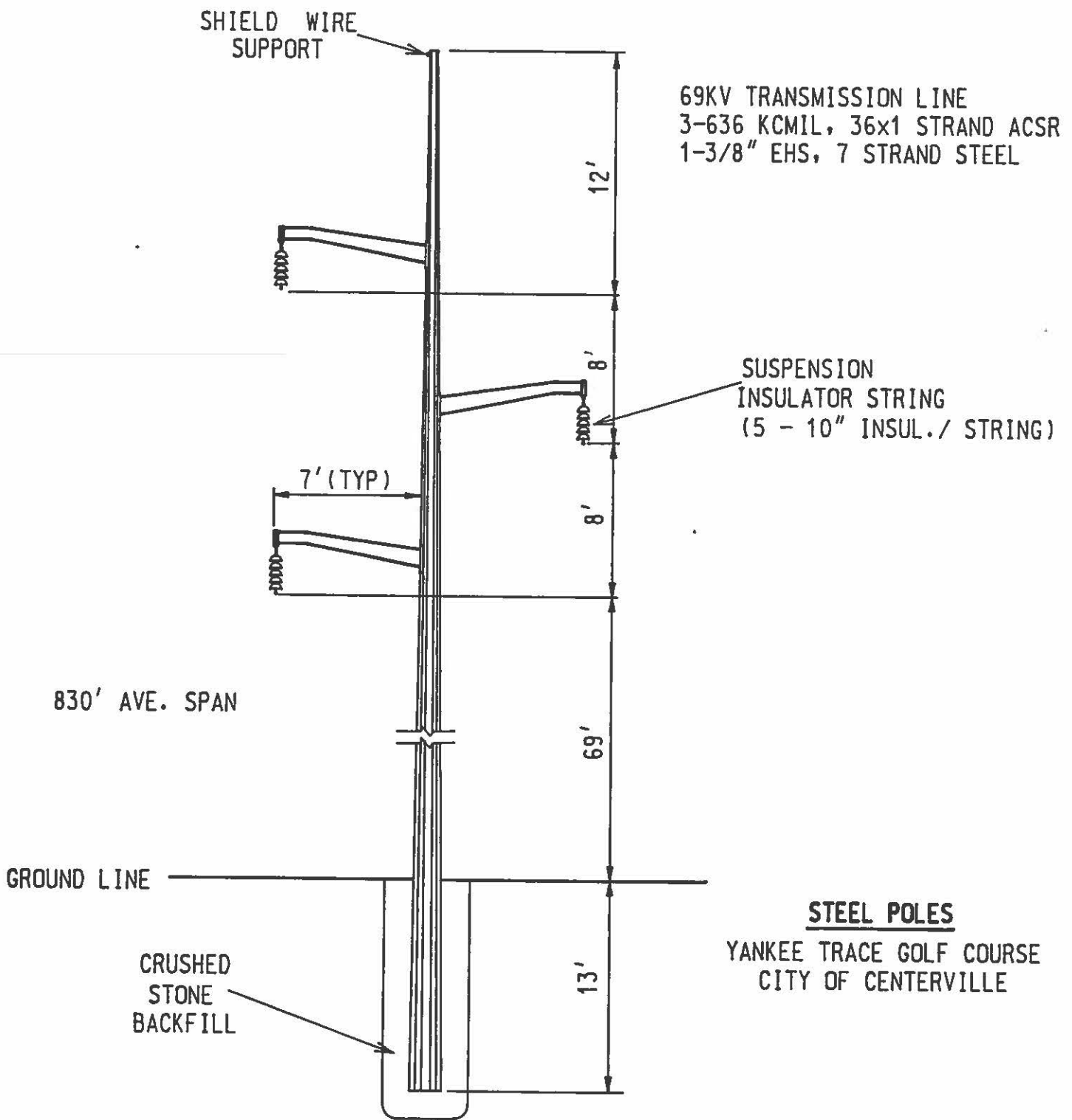
Station	Elevation	Notes
1050		
1040		
1030		
1020		
1000		
980		
960		
940		
920		
900		
880		

EXHIBIT "A"
TDB, 1/15/92

200.0 ft. Horiz. Scale
20.0 ft. Vert. Scale

Station	Elevation	Notes
26800		
27000		
27200		
27400		
27600		
27800		
28000		
28200		
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30800		
31000		
31200		
31400		
31600		
31800		
32000		
32200		
32400		
32600		
32800		

EXHIBIT "A"



TYPICAL POLE WOULD BE 110 FEET LONG WITH 97 FEET ABOVE GROUND. HEIGHT TO BOTTOM PHASE WIRE TO BE APPROXIMATELY 69 FEET AT POLE. TYPICAL AVERAGE MINIMUM GROUND CLEARANCE NEAR MIDSPAN TO BE APPROXIMATELY 40 FEET. POLES AND ARMS TO BE GALVANIZED FINISH.

EXHIBIT "B"

PDR: 11/18/92

KNOW ALL MEN BY THESE PRESENTS

EXHIBIT "C"

THAT

Grantor(s), in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45401 (Grantee), the receipt of which is hereby acknowledged, do(es) hereby GRANT, BARGAIN, SELL AND CONVEY unto The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement for gas, electric and/or utility lines or facilities; for the transmission and/or distribution of electric energy; for the distribution of liquefied and/or gaseous substances; and/or for other utility purpose(s); and/or for any and all purposes for which gas and/or electric energy and/or for the distribution of liquefied and/or gaseous substances(s) which in the judgement of the Grantee are necessary or incidental to the use of said right of way and easement, together with the right to construct, thereon, either underground or overhead lines, all towers, poles, lines, structures, wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment, appurtenant valves, drips, regulators, pits and all other appurtenances, and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, upon, over, under and through the following premises, viz:

Situated in

State of Ohio.

Said right of way and easement shall be _____ feet in width and the centerline shall be approximately along the following course:

Said right of way and easement may be further identified on Exhibit "A" attached hereto and made a part hereof.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

Grantee, its successors and assigns, by and through its employees, servants, and agents, shall have the right of ingress and egress over the right of way and easement and the adjoining premises of Grantor(s) to add to, construct, reconstruct, repair, maintain, use or remove its facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions, both within and without the limits of said right of way and easement, as, in the opinion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of its facilities and/or the transmission and/or distribution of electric energy and/or distribution of liquefied or gaseous substances(s) and/or for any other utility purpose(s).

Grantee shall reimburse Grantor(s) for any damage or loss to growing crops and other property, including buildings and fences, that may be caused by the negligence of Grantee, its agents, servants, or employees, in the construction, repair or removal of its facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor(s). No excavating or filling shall be done or be permitted by Grantor(s) within said right of way and easement, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's facilities and the land surface, (b) impair the land support of its facilities, (c) impair Grantee's ability to maintain its facilities, and/or (d) create a hazard.

Grantor(s) shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Grantor(s) covenant with Grantee, that he/she/they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and he/she/they do warrant and will defend the same against the claims of all persons whomsoever.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's right of way and easement herein

provided for, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of the Grantor(s) and Grantee respectively, as fully as if such words were written whenever reference to the Grantor(s) and Grantee occur in this grant.

As used herein, words in the plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this ____ day of _____, 19__.

Signed and acknowledged in the presence of:

WITNESSES

GRANTOR(S)

STATE OF OHIO, COUNTY OF _____, SS:

Before me, a Notary Public in and for said County and State, personally appeared _____

_____ the Grantor(s) in the foregoing Instrument, and acknowledged the signing thereof to be _____ voluntary act and deed. In testimony thereof, I have hereunto set my hand and seal, this ____ day of _____, 19__.

Notary Public

This Instrument Prepared By

0016GL(N)

Project No.

Sheet 2 of 3



November 19, 1992

Greg Horn, City Manager
100 West Spring Valley Road
Centerville, Ohio 45458

Dear Greg,

This letter proposes the terms for relocation of DP&L electric facilities through the Yankee Trace Golf Course according to your request.

Electric Distribution Line Relocation

1. Cost of Relocation

The City of Centerville agrees to pay DP&L the cost to relocate its distribution facilities at the proposed Yankee Trace Golf Course according to the attached diagram. The City will pay the actual cost of the relocation, which will not exceed the estimated cost of twenty-two thousand dollars (\$22,000).

2. Scope of Work

DP&L will relocate three (3) poles from the east to the west side of Yankee Road and replace two (2) poles at the north end of the requested relocation. (Reference attached diagram).

3. Right-of-Way Requirements

The relocation of the distribution line assumes DP&L can obtain right-of-way for the overhead facilities which are to be relocated to the west side of Yankee Road from the other two affected property owners. DP&L will provide other the necessary right-of-way for this project through DP&L's property.

The City of Centerville will agree to grant DP&L right-of-way for the down guys at the northeast end of the relocation (Reference attached diagram).

5. Scheduling of Engineering and Construction

The time required for DP&L to do its engineering of this relocation is six (6) weeks from the date of authorization.

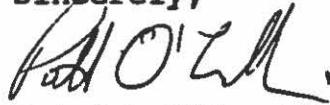
Construction for this relocation is estimated at twenty working days. This estimate is based on workable weather conditions. The distribution relocation work must coincide with the transmission work being done pursuant to a separate agreement with the city.

If these conditions meet with your approval, please sign and return a copy of this letter to authorize DP&L to proceed with this project.

Authorized by:

Greg Horn
City Manager

Sincerely,



Patrick O'Loughlin

NEW POLES TO BE SET 50' WEST OF ϕ YANKEE ST.

D.P. PROPERTY

EXISTING OVN LINE 4/15

YANKEE ST. R/W LINE

HOUSE

SERVICE TO HOME

R/W REQ FOR DOWN GUY

1/5 POLE

R/W POLE

1/5 POLE

R/W POLE

(POLE 1/5 COVERED BY TRANS PROJECT)

1/5 POLES

EXISTING TRANSMISSION LINE

R/W POLY (R/W COST COVERED BY TRANS PROJECT)

COLUMBIA GAS

R/W REQ

1/5 POLE

R/W POLE

R/W REQ

477 MCM 3 ϕ OVN CONDUCTOR

272'

272'

272'

235'

15'

N

