

DATE: NOVEMBER 16, 2015

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 171 – 2015

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an Easement Agreement with Dominion East Ohio Gas for the purpose of replacing a gas pipeline in South Sippo Park and Kiwanis Park, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary in the interest of public health, safety and welfare to authorize the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an Easement Agreement with Dominion East Ohio Gas for the purpose of replacing a gas pipeline in South Sippo Park and Kiwanis Park.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an Easement Agreement with Dominion East Ohio Gas for the purpose of replacing a gas pipeline in South Sippo Park between Lincoln Way E. and Tremont Ave. S.E. and Kiwanis Park between Tremont Ave. S.E. and Hess Blvd. S.E. Dominion East Ohio Gas has had an appraisal prepared and is offering the sum of Twenty Thousand Dollars (\$20,000.00) to the City for such easement. A draft of the proposed Easement Agreement is hereto attached.

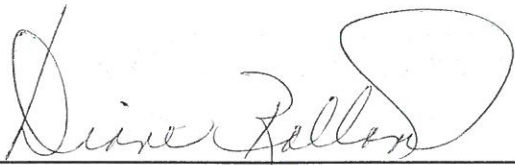
Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This Ordinance is hereby declared to be an emergency measure for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

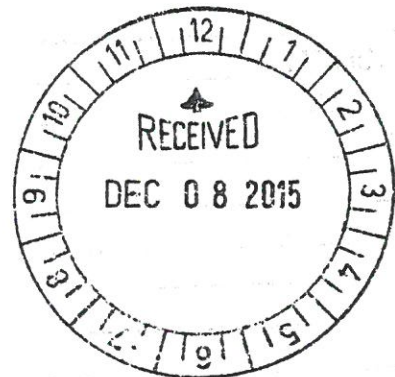
PASSED IN COUNCIL THIS 7th DAY OF December, 2015

ATTEST: 
DIANE ROLLAND, CLERK OF COUNCIL

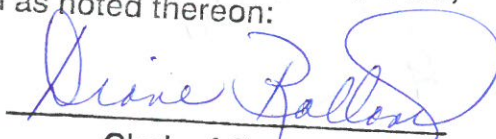

TONY TOWNSEND, PRESIDENT

APPROVED: December 8, 2015


KATHY CATAZARO-PERRY, MAYOR



I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:


Clerk of Council

Date 12/10/15

R/W # _____

GAS PIPELINE EASEMENT GRANT

THIS GRANT, made and entered into this ____ day of _____, 20____, and for the consideration of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and other valuable considerations, we, City of Massillon of 1 James Duncan Plaza, SE, Massillon, Ohio 44646, the Landowners of the SUBJECT PROPERTY, hereinafter called "Grantor", hereby grants, conveys and warrants unto The East Ohio Gas Company (EOG), d/b/a, Dominion East Ohio, an Ohio Corporation located at 1201 East 55th. Street, Cleveland, Ohio, 44103, hereinafter called "Grantee", the following easements with appurtenant rights whenever to conduct necessary tests, install, maintain, operate, inspect, replace, service, change the size of, connect to, relocate, abandon, and remove two underground pipeline(s), including above and below ground appurtenances such as but not limited to, drips, valves, pipes, fittings, cathodic protection, separators, cleaners, line mark identification posts, etc. necessary thereto the pipeline(s), for the distribution, production, storage, transmission, transportation and containment of natural gas and other gaseous products, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

The Grantee acknowledges that the Grantor currently operates and maintains (2) sanitary sewer trunk lines parallel to this easement and numerous storm sewer drainage connections to Sippo Creek drainage way in the vicinity of the proposed gas lines and adjoining easements. Grantee agrees not to restrict at any time the operation, maintenance, or reconstruction of said sanitary or storm sewer lines by City personnel and/or outside contractors.

The Grantee acknowledges that there may be a future need for additional crossings under/over the natural gas pipelines for the purpose of connecting into said sanitary sewers and storm sewer drainage into and along Sippo Creek, including embankment and erosion control work along the length of the drainage way. Approval of said crossing shall not be unreasonably withheld by Dominion East Ohio, provided that said lines vertically clear Grantee's pipeline(s) by a minimum of 12 inches.

Furthermore, the Grantee acknowledges this area is considered park property and not a street right of way, and shall be restored to the best possible condition after any of the above listed work is completed. The Grantor shall be notified in writing of any work needed and when the project is complete. Trees and park property shall not be damaged or removed without consent of the Grantor.

SUBJECT PROPERTY

SITUATED in the City of Massillon, formerly the Township of Perry, County of Stark, State of Ohio, and known as being part of the Southeast Quarter of Section 8, Township 10 of Range 9 and being a part of Parcel #680382, Parcel #680381, Parcel #680410 and Parcel #10004967 as conveyed to the City of Massillon.

EASEMENT specifically described as: See Exhibits "A", "B" and "C", attached hereto and made a part hereof.

PAYMENT FOR DAMAGE. The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements [such as but not limited to drain tile, fences, driveways, walks, buildings] in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. Excepted from Grantee's liability to repair, replace or compensate the Grantor for damages, is harm that the Grantee might inflict upon the land by maintenance, or harm to the Grantor's improvements classified herein as easement violation(s). The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of EOG's easement area.

ARBITRATION OF DAMAGE. IN CASE OF UNRESOLVABLE DISPUTE OR CLAIM between Grantor and Grantee, regarding the PAYMENT FOR DAMAGE clause above; EXCEPTING issues pursuant to violations of Local, State, or Federal codes, regulations, and/or laws, the Grantor and Grantee agree to use the method of BINDING ARBITRATION to settle the dispute or claim, in accordance with and pursuant to the latest Commercial Arbitration Rules of the American Arbitration Association. There shall be three disinterested arbitrators, one chosen by the Grantor, one chosen by the Grantee, and one mutually appointed by the two first chosen arbitrators, to ascertain and determine a settlement of the dispute or claim. The arbitrators' award shall be final. Whatever the conclusion, both Grantor and Grantee will be responsible to pay one half of the total arbitration costs. With respect to any controversy, claim, or dispute that is subject to arbitration under the terms herein, no suit at law or in equity based in an arbitrable dispute or controversy will be instituted by either party, except to enforce the award if the arbitrators. Should any party herein institute any suit contravention of the terms herein, that party shall bear the cost of any reasonable attorney fee and court costs incurred by the other party.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this *GAS PIPELINE EASEMENT GRANT*, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee.

SUCCESSORS. This *GAS PIPELINE EASEMENT GRANT* is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and cannot be changed in any way except in writing signed by the Grantor and Grantee.

IN WITNESS WHEREOF City of Massillon

has caused its name to be subscribed by _____

its duly authorized agent, on _____.

Signed and acknowledged in the presence of:

City of Massillon

By: _____

Title _____

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
)SS
COUNTY OF STARK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named, _____, who acknowledged that she/he did sign the foregoing instrument, and that it was a free act and deed of said City of Massillon and that of _____ as its duly authorized agent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in _____, Ohio, on this ____ day of _____, 20____.

Notary Public

My Commission expires: _____

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE 1-800-362-2764 at least 48 hours before digging or excavating. ORC-3781.28 A & B.

This Instrument was Prepared By:
Dominion East Ohio, Revised Sept 15, 2014