

RESOLUTION NO. CR-30-02

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR
TO ENTER INTO AN AGREEMENT WITH COLUMBIA GAS OF
OHIO, INC. TO RELOCATE SERVICE ON HOOVER ROAD

WHEREAS, Columbia Gas owns and operates existing lines in private easements on Hoover Road and wishes to relocate them in the public right-of-way; and

WHEREAS, it is the recommendation of the Service Director to locate said lines in the public right-of-way; and

WHEREAS, the stated cost of said relocation has been included in the Hoover Road Project appropriation.

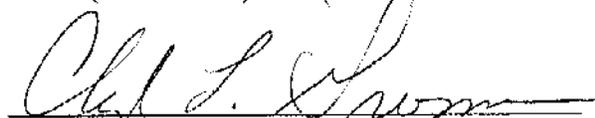
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to execute the Agreement, attached as Exhibit "A", authorizing the relocation of lines owned by Columbia Gas of Ohio, Inc. on Hoover Road.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.



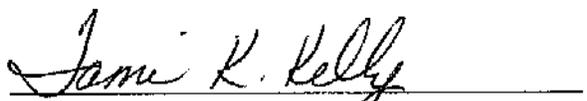
Maria C. Klemack, President of Council



Cheryl L. Grossman, Mayor

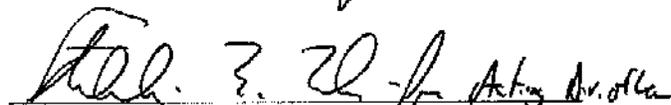
Passed: 4-15-02
Effective: 4-15-02

Attest:



Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this resolution
is correct as to form.



Thomas R. Clark, Director of Law

March 26, 2002

Mr. James Blackburn
Service Director
The City of Grove City, Ohio
PO BOX 427
3262 Ventura Blvd.
Grove City, OH 43123

CL-30-02
EXHIBIT "A"

Re: Relocation of 6-inch gas distribution mains on Hoover Road in Grove City, Ohio

Dear Mr. Blackburn:

Columbia Gas of Ohio, Inc. (COH) has been asked to abandon and replace approximately 1,551 feet of various size gas distribution main in conflict with the proposed work for the Hoover Road Relocation project located in Grove City, Ohio. Of this 1,551 feet of pipe, 759 feet of it is located within a private easement held by COH. Therefore, COH is requesting that The City of Grove City, Ohio pay for 49% of the costs associated with this project. We have estimated the costs associated with the relocation of the entire project. The following is a breakdown of the estimated cost of relocating this main:

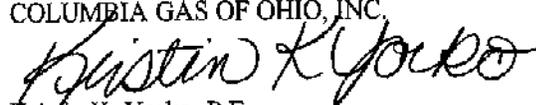
Materials	\$ 12,381
Company Labor (Inspector)	3,972
Contract Labor	56,668
Labor Overheads	2,284
Other	1,500
<u>Construction Overheads</u>	<u>13,440</u>
Total Installation	\$90,108
49%	\$44,153

Please note that this is our best estimate and that you are ultimately responsible for the full repayment of all actual costs incurred by Columbia to relocate this main and associated services. If you are in agreement with the terms of this relocation plan, please sign, date, and witness the indicated areas on the attached agreement form and return it to my attention at the address on this letterhead.

Please do not alter this contract in any manner. A copy of the contract will be forwarded to your office once our management signs it. Columbia then requests payment of the deposit or initial estimated cost. If there are any discrepancies between this letter and the contract agreement, the contract agreement will govern.

Construction will commence once we have a completed contract, the necessary street opening permits, and management approval (preferably around April 1st). Once you have received the signed contract, please send a check for \$44,153 to my attention at the address listed on this letterhead. Approximately 3 months after construction has been completed, Columbia shall submit to you a statement showing the actual cost thereof. If the actual cost of said relocation is more than the amount of the deposit, you will be responsible to pay the excess of the amount deposited to Columbia. If the actual cost is less than the amount of the deposit, then Columbia will return to you the excess of the deposit. If you have any questions regarding this matter, please feel free to call me at 460-2338.

Sincerely,
COLUMBIA GAS OF OHIO, INC.


Kristin K. Yorke, P.E.
Operations Engineer

Enclosure

cc: C. Crews

K. Lockhart

AGREEMENT

THIS AGREEMENT, made this 26 day of March, 2002 by and between Columbia Gas of Ohio, Inc. having an office and place of business at 200 Civic Center Drive, Columbus, Ohio 43215, hereinafter referred as "COLUMBIA".

AND

The City of Grove City of PO Box 427, 3262 Ventura Blvd.; Grove City, OH 43123,
hereinafter referred to as "REQUESTOR".

WITNESSETH:

WHEREAS, Columbia owns and operates an existing medium pressure steel line located in private easements along Hoover Road In Grove City, Ohio.

WHEREAS, Requestor wishes to have said pipeline relocated and abandoned in order to permit certain construction in the vicinity of the pipeline, and Columbia is willing to relocate said pipeline and/or abandon it subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay the full price for the lowering and abandoning of the above mentioned pipeline and the relocation of associated services for the pipe located in private easements or 49% of the entire relocation project.
2. Requestor agrees to the deposit of \$ 44,153.00 to be paid to Columbia upon receipt of signed contract. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor agrees to reimburse Columbia for all costs expended or obligated at the time of cancellation or indefinite postponement, including costs which may have to be expended to restore the premises to their original condition, said amount to be deduct from the lump sum.
3. Requestor relieves Company from any responsibility for any damage which may occur because of Company's construction of that section of pipeline covered hereunder.
4. The relocation and abandonment work begins before the ground freezes or after the ground thaws (frost cutting will increase the construction costs considerably).
5. It is understood and agreed between the Parties hereto that this project will not be commenced until such time as such relocation/abandonment will not impair the operations of Columbia in its service of gas to its customers.

WITNESS the due execution of this Agreement the day and year aforesaid.

WITNESS:

X _____

WITNESS:

REQUESTOR:

The City of Grove City, Ohio

X _____

Name _____

Title _____

COLUMBIA GAS OF OHIO, INC.:

X _____

Mr. Charles Crews
Senior Engineer