

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 55th Legislature (2015)

4 HOUSE BILL 1717

 By: Cox

7 AS INTRODUCED

8 An Act relating to the Grand River Dam Authority;
9 amending 82 O.S. 2011, Section 862, as amended by
10 Section 1, Chapter 217, O.S.L. 2012 (82 O.S. Supp.
11 2014, Section 862), which relates to the Grand River
12 Dam Authority; authorizing volunteer reserve officers
13 for certain purpose; allowing certain law enforcement
14 employees to retain certain equipment upon
15 retirement; authorizing the general manager to award
16 certain equipment to the surviving family upon death
17 of certain law enforcement employees under certain
18 conditions; providing for codification; and declaring
19 an emergency.

20 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

21 SECTION 1. AMENDATORY 82 O.S. 2011, Section 862, as
22 amended by Section 1, Chapter 217, O.S.L. 2012 (82 O.S. Supp. 2014,
23 Section 862), is amended to read as follows:

24 Section 862. The district shall have and is hereby authorized
 to exercise the following powers, rights and privileges:

 (a) To control, store and preserve, within the boundaries of
 the district, the waters of Grand River and its tributaries, for any

1 useful purpose, and to use, distribute and sell the same within the
2 boundaries of the district; provided, however, that any municipal
3 corporation within the area included within the jurisdiction of the
4 Grand River Dam Authority shall be entitled to take water from the
5 Grand River and any of its tributaries in any quantities that may be
6 needed by such municipal corporation;

7 (b) To develop and generate water power, electric power and
8 electric energy, from whatever source, within the boundaries of the
9 district; to acquire coal or other minerals to be used for the
10 purposes of providing energy sources for electrical generating
11 plants; to acquire or lease any and all railroad connections,
12 equipment, rolling stock, trackage and otherwise, necessary to the
13 transporting of coal and other minerals to generating plant sites
14 within the district; and to buy, sell, resell, interchange and
15 distribute electric power and energy in order to carry forward the
16 business and functions of the district now or hereafter authorized
17 by law and may enter into contracts for such purposes, such
18 contracts to run for a period of not to exceed fifty (50) years
19 except those contracts provided for in paragraphs (f) and (g) of
20 this section. All contracts may contain such reasonable provisions,
21 limitations, qualifications, protective clauses and rights and
22 obligations of purchase and sale, and such provisions for the
23 dedication of the use of facilities and the construction of
24 additional facilities to serve the load requirements of all the

1 parties as may be deemed advisable by the district to safeguard the
2 business and properties of all the parties to such contracts, all
3 within the limits of sound business judgment and practice, good
4 conscience, and not contrary to the public policy of the state. The
5 district is further authorized to participate in the Southwest Power
6 Pool Integrated Marketplace or any other program established by a
7 Federal Energy Regulatory Commission authorized Regional
8 Transmission Organization in which the district is a member and to
9 engage in the buying and selling of electricity products, fuel
10 commodities, and financial instruments as deemed necessary and
11 prudent by the district and specifically excludes any expansion of
12 retail activities of the district. The Board of Directors shall
13 adopt a hedging policy to enable the district to take advantage of
14 standard market products to reduce risk while preventing speculative
15 trading and potential abuses;

16 (c) To prevent or aid in the prevention of damage to person or
17 property from the waters of the Grand River and its tributaries;

18 (d) To forest and reforest and to aid in the foresting and
19 reforesting of the watershed area of the Grand River and its
20 tributaries and to prevent and to aid in the prevention of soil
21 erosion and floods within the watershed area;

22 (e) To acquire by purchase, lease, gift, or in any other
23 manner, and to maintain, use and operate or to contract for the
24 maintenance, use and operation of any and all property of any kind,

1 real, personal, or mixed, or any interest therein, including trucks
2 of any size or weight and passenger vehicles and to own, construct,
3 operate and maintain any project or works in conjunction or jointly
4 with, as tenants in common, any public or private corporation duly
5 authorized and qualified to do business within this state including,
6 but not limited to, rural electric cooperatives of the State of
7 Oklahoma or the United States of America, or any department,
8 subdivision or agency of the State of Oklahoma or the United States
9 of America, or with any "public agency" as defined under the
10 Interlocal Cooperation Act, within or without the boundaries of the
11 district, necessary, incidental or convenient to the exercise of the
12 powers, rights, privileges and functions conferred upon it by the
13 Grand River Dam Authority Act;

14 (f) In addition to any other powers conferred, the district
15 shall have power and authority to participate and enter into
16 agreements with any public or private corporation duly authorized
17 and qualified to do business within the State of Oklahoma including,
18 but not limited to, rural electric cooperatives, the state or the
19 United States of America or any department, subdivision or agency of
20 the state or the United States of America, or with any "public
21 agency" as defined under the Interlocal Cooperation Act, for the
22 purpose of planning, acquiring, financing, owning, operating and
23 maintaining an undivided ownership of any steam, oil, gas, coal-
24 fired, thermal, geothermal, solar, waste or refuse reclamation

1 powered electric generating plant or plants or any facilities of
2 every kind necessary, incidental or convenient for the production,
3 generation and transmission of electric power and energy including,
4 but not limited to, any and all related transmission facilities,
5 which shall be used as common facilities. The agreements shall
6 provide that the district and any participants therein shall have
7 the incidents of tenant in common to any plant or facility. It
8 shall also be provided in the agreements that the district and any
9 participant in the project shall own a percentage of any common
10 facility equal to the percentage of the money furnished or the value
11 of property supplied by it for the acquisition and construction
12 thereof and shall own and control a like percentage of the
13 electrical output thereof.

14 Each participant shall defray its own interest payments and
15 other payments required to be made or deposited in connection with
16 any financing undertaken by it to pay its percentage of the money
17 furnished or value of property supplied by it for the planning,
18 acquisition and construction of any common facility, or any
19 additions or betterments thereto. The agreement shall further
20 provide a uniform method of determining and allocating operation and
21 maintenance expenses of the common facility.

22 In carrying out the powers granted in this section, the district
23 and each participant shall be severally liable only for its own acts
24 and not jointly or severally liable for the acts, omissions or

1 obligations of others. No money or property supplied by the
2 district or any participant for the planning, financing, acquiring,
3 constructing, operating or maintaining of any common plant or
4 facility shall be credited or otherwise applied to the account of
5 any other participant therein, nor shall the undivided share of the
6 district or any participant therein be charged, directly or
7 indirectly, with any debt or obligation of any other participant or
8 be subject to any lien as a result thereof. No action in connection
9 with a common facility shall be binding upon the district except as
10 expressly authorized and provided for in the participation
11 agreement;

12 (g) In addition to the powers conferred in paragraph (f) of
13 this section, the district shall have power and authority to
14 participate and enter into agreements with any public or private
15 corporation duly authorized and qualified to do business within this
16 state including, but not limited to, rural electric cooperatives,
17 the State of Oklahoma or the United States of America or any
18 department, subdivision or agency of the State of Oklahoma or the
19 United States of America, or with any "public agency" as defined
20 under the Interlocal Cooperation Act, for the purpose of planning,
21 acquiring, financing, owning, operating and maintaining undivided
22 ownership interests in any steam, oil, gas, coal-fired, thermal,
23 geothermal, solar, waste or refuse reclamation powered electric
24 generating plant or plants or any other facilities of every kind

1 necessary, incidental or convenient for the production, generation
2 and transmission of electric power and energy including, but not
3 limited to, any and all related transmission or other facilities
4 which are to be used as common facilities and to cooperate with
5 other state agencies and public trusts to promote economic
6 development in the state and to assist in attracting industry to the
7 state. Such undivided ownership interests may be created by an
8 agreement entered into with respect to property to be acquired by
9 the district. Any such agreement may be a sale agreement, with the
10 purchase price payable at one time or in installments at such time
11 and over such period as shall be agreed to by the parties thereto, a
12 lease agreement, with a nominal purchase option, or any other type
13 of agreement. In addition to the purchase price, the district shall
14 be fully indemnified as to operation, maintenance, administrative
15 and other expenses incurred with respect to such undivided interest.
16 Any payment received in respect to any such agreement shall be
17 deemed revenues of the Authority. The district is hereby authorized
18 to enter into any such agreement in order to sell, lease or
19 otherwise convey undivided ownership interests in any such property.
20 Any such agreement shall specify the undivided interest to be owned
21 or acquired by each of the participants, provide for a waiver of
22 partition, prescribe the time of vesting of such interest and the
23 amount of electrical output to be owned and controlled by any
24 participant.

1 Each participant shall defray its own interest and other
2 payments required to be made or deposited in connection with any
3 financing undertaken by it to pay its percentage of the money
4 furnished or value of property supplied by it for the planning,
5 acquisition and construction of any common facility, or any
6 additions or betterments thereto. The agreement shall provide a
7 uniform method of determining and allocating operation and
8 maintenance expenses of the common facility.

9 In carrying out the powers granted in this section, the district
10 and each participant shall be severally liable only for its own acts
11 and not jointly or severally liable for the acts, omissions or
12 obligations of others. No money or property supplied by the
13 district or any participant for the planning, financing, acquiring,
14 constructing, operating or maintaining of any common plant or
15 facility shall be credited or otherwise applied to the account of
16 any other participant therein, nor shall the undivided share of the
17 district or any participant therein be charged, directly or
18 indirectly, with any debt or obligation of any other participant or
19 be subject to any lien as a result thereof. No action in connection
20 with a common facility shall be binding upon the district except as
21 expressly authorized and provided for in the participation
22 agreement;

23 (h) To acquire by condemnation any and all property of any
24 kind, real, personal, or mixed, or any interest therein, within or

1 without the boundaries of the district, necessary, incidental or
2 convenient to the exercise of the powers, rights, privileges and
3 functions conferred upon it by the Grand River Dam Authority Act, in
4 the manner provided by general law with respect to condemnation;
5 provided that nothing in the Grand River Dam Authority Act shall
6 ever be construed to authorize the district to acquire by
7 condemnation any privately, municipally or publicly owned electric
8 public utility system or any part thereof outside of the high-water
9 mark of a reservoir area or outside a properly located damsite,
10 except the districts may require the relocation of transmission
11 lines and substations so owned where such relocation is necessary
12 for the construction and maintenance of dams, reservoirs, levees,
13 spillways and floodways, and in such event just compensation shall
14 be paid. Provided that the Grand River Dam Authority shall have the
15 right to cross transmission lines of other electric utility
16 companies under proper engineering standards of construction as
17 approved by the Corporation Commission;

18 (i) Subject to the provisions of the Grand River Dam Authority
19 Act, from time to time sell, which shall include, but not be limited
20 to, an installment sale agreement, lease with nominal purchase
21 options, or otherwise dispose of any property of any kind, real,
22 personal or mixed, or any interest therein, which shall not be
23 necessary to the carrying on of the business of the district;

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1 (j) To overflow and inundate any public lands and public
2 property and to require the relocation of roads and highways in the
3 manner and to the extent necessary to carry out the purposes of the
4 Grand River Dam Authority Act; provided, that the district shall be
5 liable in damages to the State of Oklahoma or any subdivision
6 thereof for any injury occasioned or expense incurred by reason
7 thereof;

8 (k) To construct, extend, improve, maintain and reconstruct, to
9 cause to be constructed, extended, improved, maintained and
10 reconstructed, and to use and operate any and all facilities of any
11 kind necessary, incidental or convenient to the exercise of such
12 powers, rights, privileges and functions;

13 (l) To sue and be sued in its corporate name in contracts,
14 reverse condemnation, tort, equity, mandamus and similar actions and
15 in its own name plead and be impleaded, provided, however, that any
16 and all actions of law or in an equity against the district shall be
17 brought in the county in which the principal office of the district
18 shall be located or in the county where the cause of action arose;

19 (m) To adopt, use and alter a corporate seal;

20 (n) To make bylaws for the management and regulation of its
21 affairs;

22 (o) To appoint officers, agents and employees, to prescribe
23 their duties and to fix their compensation; and enter into contracts
24 with labor unions, provided, that contracts with labor unions shall

UNDERLINED language denotes Amendments to present Statutes.
BOLD FACE CAPITALIZED language denotes Committee Amendments.
~~Strike thru~~ language denotes deletion from present Statutes.

1 not abrogate the rights of the district to cooperate and carry out
2 Veterans on the Job Training;

3 (p) To make contracts and to execute instruments necessary,
4 incidental or convenient to the exercise of the powers, rights,
5 privileges and functions conferred upon it by the Grand River Dam
6 Authority Act;

7 (q) To borrow money for its corporate purposes and, without
8 limitation of the generality of the foregoing, to borrow money and
9 accept grants from the United States of America, or from any
10 corporation or agency created or designated by the United States of
11 America, and, in connection with any such loan or grant, to enter
12 into such agreements as the United States of America or such
13 corporation or agency may require; and to make and issue its
14 negotiable bonds for money borrowed, in the manner provided in the
15 Grand River Dam Authority Act. Nothing in the Grand River Dam
16 Authority Act shall authorize the issuance of any bonds, notes or
17 other evidences of indebtedness of the district, except as
18 specifically provided in the Grand River Dam Authority Act;

19 (r) To prescribe and enforce rules for the use for recreational
20 and commercial purposes of the lakes created by the district by
21 impounding the waters of the lakes, and the shorelands of the
22 district bordering thereon, including the use of firearms, the
23 inspection of all boats of every character proposing to operate or
24 operating on the lakes, the issuance of permits for the operation of

1 boats, surfboards, aquaplanes, sea-skis or similar devices on the
2 lakes for hire; the charging and collection of fees for the
3 inspection or operation of such boats, surfboards, aquaplanes, sea-
4 skis or other similar devices on the lakes for hire; preventing the
5 launching or operation of any commercial or for-hire boat,
6 surfboard, aquaplane, sea-ski or similar device for hire, on the
7 waters of the lakes, without a certificate of inspection and a
8 permit for such use; prescribing the type, style, location and
9 equipment of all wharves, docks and anchorages along the shores and
10 upon the water of the lakes; the issuance of permits for wharfage,
11 dock or anchorage privileges and charging fees for such commercial
12 or private permits; and the establishment and maintenance of public
13 wharves, docks or anchorages and the charging and collection of fees
14 for the use thereof by the public; to appoint or employ such
15 persons, including volunteer reserve officers, as the district may
16 deem proper and suitable for the purpose of enforcing such rules and
17 regulations as may be issued hereunder, or as may be issued pursuant
18 to the provisions of the Oklahoma Boating Safety Regulation Act, and
19 for the enforcing of the provisions of the Grand River Dam Authority
20 Act, and all violations of criminal laws occurring within the
21 boundaries of the counties where real property owned or leased by
22 the Grand River Dam Authority is located, which employees shall have
23 the power of peace officers during the performance of those duties,
24 except in the serving or execution of civil process;

1 (s) To do any and all other acts or things necessary,
2 incidental or convenient to the exercise of the powers, rights,
3 privileges or functions conferred upon it by the Grand River Dam
4 Authority Act or any other act or law. Provided the district shall
5 be liable for damage caused by the district, its agents, servants
6 and employees in creating, constructing, maintaining or operating
7 the district to any corporation, partnership, person or individual
8 whose property, either real or personal, within or without said
9 district, has been damaged and the damages may be determined by
10 appropriate action as provided by law. Nothing in the Grand River
11 Dam Authority Act shall be construed as rendering the district
12 liable for damage where it is not liable on general principles of
13 law or statute or Constitutional provision.

14 Provided, however, that in the course of exercising its powers
15 as herein enumerated, the district shall at all times consider the
16 rights and needs of the people living within and upon the land lying
17 within the watershed of the rivers or streams developed by the
18 district; provided, however, that nothing herein shall prevent the
19 district from selling for irrigation purposes within the boundaries
20 of the district any water impounded by it under authority of law,
21 provided that nothing herein contained shall authorize the state to
22 engage in agriculture except for educational and scientific purposes
23 and for the support of its penal, charitable, and educational
24 institutions; and

1 (t) To support and assist the efforts of state, regional and
2 local development organizations, political subdivisions, industrial
3 committees, chambers of commerce, tourism organizations,
4 agricultural organizations, environmental organizations and other
5 similar public and private agencies to obtain new and foster
6 expansion of existing service, industrial and manufacturing
7 facilities, businesses and enterprises to enhance the quality of
8 life for the citizens of the district and the state. Provided,
9 support and assistance shall be limited to an amount not to exceed a
10 total of Twenty-five Thousand Dollars (\$25,000.00) per year for one
11 or more projects or efforts that are for the benefit of or impact
12 the quality of life for each city or community located within the
13 boundaries of the district.

14 (u) Notwithstanding any other provision of law, the General
15 Manager, department heads and other essential employees of the
16 district, as designated by the General Manager, may be permitted to
17 use a district owned vehicle to provide transportation between the
18 employee's residence and the assigned place of employment and
19 between the residence and any location other than the assigned place
20 of employment to which the employee travels in the performance of
21 the employee's official duty.

22 SECTION 2. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 862.3 of Title 82, unless there
24 is created a duplication in numbering, reads as follows:

1 A. Any law enforcement officer employee of the district shall
2 be entitled to receive upon retirement, due to length of service or
3 disability, the continued custody and possession of the sidearm,
4 badge and vest carried by such employee immediately prior to
5 retirement.

6 B. The General Manager of the district may award the sidearm,
7 badge and vest of a law enforcement officer employee to the spouse
8 or next of kin if such employee is killed in the line of duty or
9 otherwise dies while employed by the district.

10 SECTION 3. It being immediately necessary for the preservation
11 of the public peace, health and safety, an emergency is hereby
12 declared to exist, by reason whereof this act shall take effect and
13 be in full force from and after its passage and approval.

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15 COMMITTEE REPORT BY: COMMITTEE ON PUBLIC SAFETY, dated 02/05/2015 -
16 DO PASS.

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