

1 useful purpose, and to use, distribute and, except as otherwise
2 provided for in this paragraph, sell the same within the boundaries
3 of the district; ~~provided, however, that any.~~ The district shall
4 not have the power and right to sell water from that portion of the
5 Grand River and its tributaries downstream from the southern edge of
6 the Markham Ferry Dam on Lake Hudson. Any municipal corporation
7 within the area included within the jurisdiction of the ~~said~~ Grand
8 River Dam Authority shall be entitled to take water from the Grand
9 River and any of its tributaries in any quantities that may be
10 needed by ~~such~~ the municipal corporation;

11 ~~(b)~~ 2. To develop and generate water power, electric power and
12 electric energy, from whatever source, within the boundaries of the
13 district; to acquire coal or other minerals to be used for the
14 purposes of providing energy sources for electrical generating
15 plants; to acquire or lease any and all railroad connections,
16 equipment, rolling stock, trackage and otherwise, necessary to the
17 transporting of coal and other minerals to generating plant sites
18 within the district; and to buy, sell, resell, interchange and
19 distribute electric power and energy in order to carry forward the
20 business and functions of the district now or hereafter authorized
21 by law and may enter into contracts for such purposes, such
22 contracts to run for a period of not to exceed fifty (50) years
23 except those contracts provided for in paragraphs ~~(f)~~ 6 and ~~(g)~~ 7 of

1 this ~~section~~ subsection. All contracts may contain such reasonable
2 provisions, limitations, qualifications, protective clauses and
3 rights and obligations of purchase and sale, and such provisions for
4 the dedication of the use of facilities and the construction of
5 additional facilities to serve the load requirements of all the
6 parties as may be deemed advisable by the district to safeguard the
7 business and properties of all the parties to such contracts, all
8 within the limits of sound business judgment and practice, good
9 conscience, and not contrary to the public policy of the state;

10 ~~(e)~~ 3. To prevent or aid in the prevention of damage to person
11 or property from the waters of the Grand River and its tributaries;

12 ~~(d)~~ 4. To forest and reforest and to aid in the foresting and
13 reforesting of the watershed area of the Grand River and its
14 tributaries and to prevent and to aid in the prevention of soil
15 erosion and floods within said watershed area;

16 ~~(e)~~ 5. To acquire by purchase, lease, gift, or in any other
17 manner, and to maintain, use and operate or to contract for the
18 maintenance, use and operation of any and all property of any kind,
19 real, personal, or mixed, or any interest therein, including trucks
20 of any size or weight and passenger vehicles and to own, construct,
21 operate and maintain any project or works in conjunction or jointly
22 with, as tenants in common, any public or private corporation duly
23 authorized and qualified to do business within this state including,

1 but not limited to, rural electric cooperatives of the State of
2 Oklahoma or the United States of America, or any department,
3 subdivision or agency of the State of Oklahoma or the United States
4 of America, or with any "public agency" as defined under the
5 Interlocal Cooperation Act, Sections 1001 through 1008 of Title 74
6 of the Oklahoma Statutes, within or without the boundaries of the
7 district, necessary, incidental or convenient to the exercise of the
8 powers, rights, privileges and functions conferred upon it by this
9 act;

10 ~~(f)~~ 6. In addition to any other powers conferred, the district
11 shall have power and authority to participate and enter into
12 agreements with any public or private corporation duly authorized
13 and qualified to do business within the State of Oklahoma including,
14 but not limited to, rural electric cooperatives, the state or the
15 United States of America or any department, subdivision or agency of
16 the state or the United States of America, or with any "public
17 agency" as defined under the Interlocal Cooperation Act, Sections
18 1001 through 1008 of Title 74 of the Oklahoma Statutes, for the
19 purpose of planning, acquiring, financing, owning, operating and
20 maintaining an undivided ownership of any steam, oil, gas, coal-
21 fired, thermal, geothermal, solar, waste or refuse reclamation
22 powered electric generating plant or plants or any facilities of
23 every kind necessary, incidental or convenient for the production,

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

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

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

11 ~~(g)~~ 7. In addition to the powers conferred in paragraph ~~(f)~~ 6
12 of this ~~section~~ subsection, the district shall have power and
13 authority to participate and enter into agreements with any public
14 or private corporation duly authorized and qualified to do business
15 within this state including, but not limited to, rural electric
16 cooperatives, the State of Oklahoma or the United States of America
17 or any department, subdivision or agency of the State of Oklahoma or
18 the United States of America, or with any "public agency" as defined
19 under the Interlocal Cooperation Act, Sections 1001 through 1008 of
20 Title 74 of the Oklahoma Statutes, 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

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

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1 amount of electrical output to be owned and controlled by any
2 participant.

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

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

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

21 ~~(i)~~ 9. Subject to the provisions of this act, from time to time
22 sell, which shall include, but not be limited to, an installment
23 sale agreement, lease with nominal purchase options, or otherwise

1 dispose of any property of any kind, real, personal or mixed, or any
2 interest therein, which shall not be necessary to the carrying on of
3 the business of the district;

4 ~~(j)~~ 10. To overflow and inundate any public lands and public
5 property and to require the relocation of roads and highways in the
6 manner and to the extent necessary to carry out the purposes of this
7 act; provided, that said district shall be liable in damages to the
8 State of Oklahoma or any subdivision thereof for any injury
9 occasioned or expense incurred by reason thereof;

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

15 ~~(l)~~ 12. To sue and be sued in its corporate name in contracts,
16 reverse condemnation, tort, equity, mandamus and similar actions and
17 in its own name plead and be impleaded, provided, however, that any
18 and all actions of law or in an equity against the district shall be
19 brought in the county in which the principal office of the district
20 shall be located or in the county where the cause of action arose;

21 ~~(m)~~ 13. To adopt, use and alter a corporate seal;

22 ~~(n)~~ 14. To make bylaws for the management and regulation of its
23 affairs;

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1 ~~(o)~~ 15. To appoint officers, agents and employees, to prescribe
2 their duties and to fix their compensation; and enter into contracts
3 with labor unions, provided, that contracts with labor unions shall
4 not abrogate the rights of the district to cooperate and carry out
5 Veterans on the Job Training;

6 ~~(p)~~ 16. To make contracts and to execute instruments necessary,
7 incidental or convenient to the exercise of the powers, rights,
8 privileges and functions conferred upon it by this act;

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

20 ~~(r)~~ 18. To prescribe and enforce rules for the use for
21 recreational and commercial purposes of the lakes created by the
22 district by impounding the waters of said lakes, and the shorelands
23 of the district bordering thereon, including the use of firearms,

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1 the inspection of all boats of every character proposing to operate
2 or operating on said lakes, the issuance of permits for the
3 operation of boats, surfboards, aquaplanes, sea-skis or similar
4 devices on said lakes for hire; the charging and collection of fees
5 for the inspection or operation of such boats, surfboards,
6 aquaplanes, sea-skis or other similar devices on said lakes for
7 hire; preventing the launching or operation of any commercial or
8 for-hire boat, surfboard, aquaplane, sea-ski or similar device for
9 hire, on the waters of said lakes, without a certificate of
10 inspection and a permit for such use; prescribing the type, style,
11 location and equipment of all wharves, docks and anchorages along
12 the shores and upon the water of said lakes; the issuance of permits
13 for wharfage, dock or anchorage privileges and charging fees for
14 such commercial or private permits; and the establishment and
15 maintenance of public wharves, docks or anchorages and the charging
16 and collection of fees for the use thereof by the public; to appoint
17 or employ such persons as the district may deem proper and suitable
18 for the purpose of enforcing such rules and regulations as may be
19 issued hereunder, or as may be issued pursuant to the provisions of
20 ~~Sections~~ Section 4200 et seq. of Title 63 of the Oklahoma Statutes,
21 and for the enforcing of the provisions of this act, and all
22 violations of criminal laws occurring within the boundaries of the
23 counties where real property owned or leased by the Grand River Dam

1 Authority is located, which employees shall have the power of peace
2 officers during the performance of those duties, except in the
3 serving or execution of civil process;

4 ~~(s)~~ 19. To do any and all other acts or things necessary,
5 incidental or convenient to the exercise of the powers, rights,
6 privileges or functions conferred upon it by this act or any other
7 act or law. Provided said district shall be liable for damage
8 caused by said district, its agents, servants and employees in
9 creating, constructing, maintaining or operating said district to
10 any corporation, partnership, person or individual whose property,
11 either real or personal, within or without said district, has been
12 damaged and said damages may be determined by appropriate action as
13 provided by law. Nothing in this act shall be construed as
14 rendering the district liable for damage where it is not liable on
15 general principles of law or statute or Constitutional provision.

16 Provided, however, that in the course of exercising its powers
17 as herein enumerated, the said district shall at all times consider
18 the rights and needs of the people living within and upon the land
19 lying within the watershed of the rivers or streams developed by the
20 district; ~~provided, however, that nothing herein.~~ Nothing in this
21 section shall prevent the district from selling for irrigation
22 purposes within the boundaries of the district any water impounded
23 by it under authority of law, ~~provided that nothing herein~~

1 ~~contained.~~ Nothing in this section shall authorize the state to
2 engage in agriculture except for educational and scientific purposes
3 and for the support of its penal, charitable, and educational
4 institutions; and

5 ~~(t)~~ 20. To support and assist the efforts of state, regional
6 and local development organizations, political subdivisions,
7 industrial committees, chambers of commerce, tourism organizations,
8 agricultural organizations, environmental organizations and other
9 similar public and private agencies to obtain new and foster
10 expansion of existing service, industrial and manufacturing
11 facilities, businesses and enterprises to enhance the quality of
12 life for the citizens of the district and the state. Provided,
13 support and assistance shall be limited to an amount not to exceed a
14 total of Twenty-five Thousand Dollars (\$25,000.00) per year for one
15 or more projects or efforts that are for the benefit of or impact
16 the quality of life for each city or community located within the
17 boundaries of the district.

18 ~~(u)~~ B. Notwithstanding any other provision of law, the General
19 Manager, department heads and other essential employees of the
20 district, as designated by the General Manager, may be permitted to
21 use a district owned vehicle to provide transportation between the
22 employee's residence and the assigned place of employment and
23 between the residence and any location other than the assigned place

1 of employment to which the employee travels in the performance of
2 the employee's official duty.

3 SECTION 2. It being immediately necessary for the preservation
4 of the public peace, health and safety, an emergency is hereby
5 declared to exist, by reason whereof this act shall take effect and
6 be in full force from and after its passage and approval.

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8 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY, dated 02-22-2011 - DO
9 PASS, As Coauthored.

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