

RESOLUTION NO. 495

By Mr. Marshall Betz.

Authorizing the Mayor and Clerk to enter into a contract on behalf of the Village of Bexley, with the Board of County Commissioners of Franklin County, Ohio, for the joint construction and operation and maintenance of water mains in Mound Street, Chelsea Avenue, Main Street, Gould Road and Maryland Avenue and to connect same with the mains of the City of Columbus, Ohio, for the service of said Village of Bexley and territory in said County of Franklin lying easterly of said Village, being Sewer District Truro No. 1.

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BEXLEY, STATE OF OHIO:

Section 1. That the Mayor and Clerk are hereby authorized to enter into a contract on behalf of the Village of Bexley, with the Board of County Commissioners of Franklin County, Ohio, for the joint construction and operation and maintenance of water mains in Mound Street, Chelsea Avenue, Main Street, Gould Road and Maryland Avenue and connecting same with the water mains of the City of Columbus, Ohio, for the service of said Village of Bexley and territory in said County of Franklin lying easterly of said Village, being Sewer District Truro No. 1.

Section 2. Said contract shall be on the following terms and conditions, to-wit:

PROVIDING FOR THE PREPARATION OF THE NECESSARY PLANS AND ESTIMATES OF COST AND FOR THE CONSTRUCTION OF WATER MAINS TO BE USED JOINTLY BY THE COUNTY OF FRANKLIN (SEWER DISTRICT TRURO NO.1.) AND THE VILLAGE OF BEXLEY AND PROVIDING FOR THE JOINT USE OF SUCH WATER MAINS TO BE CONSTRUCTED BY SAID VILLAGE OF BEXLEY IN MARYLAND AVENUE, MOUND AND MAIN STREETS AND GOULD ROAD.

THIS AGREEMENT, by and between the Village of Bexley, Ohio, party of the first part, and the Board of County Commissioners of Franklin County, Ohio, Party of the second part,

WITNESSETH:

1. That in consideration of the payments hereinafter provided to be made by said party of the second part to the said party of the first part, said first party agrees to prepare all necessary plans and estimates of cost and to construct water supply improvements to-wit:-

a 16-inch main in Maryland Avenue from a point in or east of Nelson Road to the east corporation line of said Village, a 16-inch main from a point at or near the intersection of Mound Street and Harlow Street to the intersection of Main Street with the easterly corporation line of said Village, and an 8-inch main in Gould Road from Main Street to Broad Street and a 16-inch main in Gould Road from Broad Street to Maryland Avenue, said main to be interconnected and connected with suitable mains of the City of Columbus, said mains to be used jointly by the parties hereto and to include connection with existing intersecting mains of either party hereto; and said first party hereby grants to said second party the joint use by said second party of such water supply improvements as a means of supplying water to said Sewer District Truro No. 1 and the inhabitants thereof, on the terms and conditions herein stated.

2. For such preparation of plans and estimates of cost and for the joint use of said water supply improvements, the second party hereto agrees to pay to the first party hereto the sum of two-thirds of the cost of construction of said main in Maryland Avenue, excluding fire hydrants and connections, two-thirds of the cost of construction of the main in Mound Street and Main Street, excluding fire hydrants and connections and one-half of the cost of construction of the 8-inch main in Gould Road from Main Street to Broad Street and 70.83 per cent of the cost of the 16-inch main in Gould Road from Broad Street to Maryland Avenue, together with one-half of the cost of fire hydrants and connections in said Gould Road, including engineering and inspection, necessary right-of-way and easements and all other legitimate items of cost. The cost of the two necessary meters to be installed by said first party at or near the westerly corporation line of said Village and also two meters at or near the easterly line of said Village, shall be included in said cost of construction, the second party paying two-thirds of such cost. The meters now in use by said Village may be used at the easterly Village line at a fair present valuation. Said second party agrees to advance to said first party a sum equal to the above stated proportions of the estimated cost of construction of the water mains hereinafter described before the same are advertised for bids, and on completion of such water mains, settlement shall be made by the payment to or by said first party by or to said second party of an amount equal to the difference between said of the estimated cost and the same proportions of the that the actual net payment by said

second party to said first party shall be equal to the agreed proportion of the actual cost.

3. And as a further consideration for the joint use of such water supply improvements, the second party hereto agrees to pay annually to said first party the same proportion of the cost of maintenance and operation of said water mains and meters (not including fire hydrants on the Maryland Avenue main or the Bond and Main Street main or connections therewith) for the preceding year, as provided to be paid in Section 2 of this agreement for the cost of construction, such payment to be made on or before February 1st of each year.

4. It is hereby agreed that the first party hereto shall retain full control and management of the construction, maintenance, repair, operation of said water mains to be constructed by said first party.

5. It is further agreed by the second party hereto that said second party shall provide for payment of the compensation hereby agreed upon by the levy of taxes or special assessments as now provided, or as hereafter may be provided in the laws governing Counties in the construction, maintenance, repair or operation of such improvements.

6. It is further agreed that the first party hereto shall credit all amounts of money received from said second party under this agreement to the proper fund to be used and applied toward the construction, maintenance, repair or operation of such water supply improvements, as the case may be, and for no other purpose.

7. It is agreed that the said County of Franklin may purchase water from the City of Columbus on the basis of the quantity registered by the meters at the east corporation line of said Village of Bexley, said water being conveyed to said sewer district by means of water mains herein described, with the exception of the property abutting along the easterly side of Gould Road between Maryland Avenue and Main Street and that there shall be no connections to said sewer district other than through the two meters described, except as hereinafter set forth, and that there shall be no charge made by said first party against said second party for the use of such mains or the passage of water through the same, or for any losses or other cause, other than the payments herein stipulated. Said County may install a temporary connection at Broad Street and Gould Road with temporary meter, prior to the establishment of the permanent connections and meters and purchase water under the same conditions as herein set forth.

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8. It is further agreed that the lots abutting along the easterly side of Gould Road in said sewer district shall be furnished with water when desired by the owners thereof, by the said Village of Bexley, direct from Gould Road main herein described, said Village to read meters and collect water rentals from such property the same as if the said property was within said Village, except that the price charged for water to the owners of said lots may be ten per cent (10%) in excess of the regular Village rates. Such connections shall be made by said Village only after the owner has secured a permit from the County Sanitary Engineer and filed the same with the proper official of said Village.

9. It is agreed that the plans, specifications and estimates for said water mains shall be submitted to and approved by the Board of County Commissioners before advertising for bids; in the event of disagreement in regard to such plans or any feature thereof such questions shall be submitted to the Chief Engineer of the State Department of Health and his decision shall be accepted by the parties hereto.

10. It is agreed and understood by the parties hereto that the territory within said Sewer District lying north of the Baltimore & Ohio Railroad is not to be furnished with water through the mains hereinbefore mentioned. It is further agreed that the Board of County Commissioners may extend said Sewer District to the east as far as Big Walnut Creek, between the Baltimore & Ohio Railroad on the north and the Ohio Central Railroad on the south, and may furnish water to such territory through the mains hereinbefore mentioned.

11. This contract, before going into effect, shall be approved by the Ohio State Department of Health.

IN WITNESS WHEREOF we have set our hands this 11th, day of November, 1925.

THE VILLAGE OF BEXLEY, OHIO.

By S. E. Ludwig
Mayor.

S. W. Roderick.
Clerk.

George E. Fry.
Pres. of Board

E. D. Barnett
Clerk.

Board of Trustees of Public
Affairs.

Approved as to form:

John R. Ains
Prosecuting Attorney of
Franklin County, Ohio.

Harley Peters.
Village Solicitor.

Milton W. Westlake


Fred W. Atcherson

W. E. Barthman

Board of County Commissioners
of Franklin County, Ohio.

Section 3. This resolution shall take effect and be in force from and after
the earliest period allowed by law.

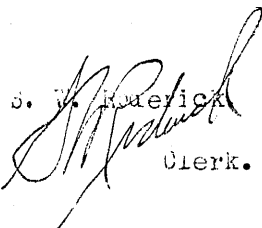
Adopted August 25, 1925.



S. E. Ludwig.

Mayor.

Attest:



Clerk.

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