

ORDINANCE NO. 39-50

By Mr. Linscott

To authorize the Mayor and Auditor to enter into a contract on behalf of the City of Bexley, Ohio, with the City of Columbus, Ohio, for the supplying of water to the City of Bexley for a period of twenty years, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1. That the Mayor and Auditor of the City of Bexley, Ohio, be and they are hereby authorized and directed to enter into a contract, on behalf of the City of Bexley, with the City of Columbus, Ohio, whereby said City of Columbus shall supply surplus water to the City of Bexley, for a period of twenty years, upon the terms and conditions hereinafter set forth as follows:

CONTRACT
between
CITY OF COLUMBUS, OHIO
and
CITY OF BEXLEY, OHIO

This contract made and entered into by and between the City of Columbus, Ohio, a municipal corporation, and the City of Bexley, Ohio, a municipal corporation, this _____ day of _____, 1950, WITNESSETH:

Whereas, there is owned by and located in the streets, highways and public grounds of the City of Bexley a system for the distribution of water; and

Whereas, said City of Bexley is desirous of obtaining adequate supply and pressure for the distribution of water for domestic and commercial use and for all municipal purposes; and

Whereas, the City of Columbus has a water system and is engaged through the Department of Public Service, Division of Water, in supplying water not only to the inhabitants of the City of Columbus but also surplus water to communities adjacent thereto, including the City of Bexley; and

Whereas, the Council of the City of Columbus, by ordinance No. _____, passed _____, 1950, authorized the Director of Public Service to execute a contract for water with the

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City of Bexley, and the Council of the City of Bexley, by ordinance No. _____, passed _____, 1950, authorized the Mayor of said City to execute a contract for water with the City of Columbus; now, therefore

The City of Columbus hereby agrees to supply the City of Bexley surplus water for the purposes above mentioned, for a period of twenty years, commencing on the first day of September, 1950, and ending on the first day of September, 1970, upon the following terms and conditions to-wit:

a) Such water to be delivered by said City of Columbus to said City of Bexley in cast-iron pipes to be furnished and laid by said City of Bexley at its own cost and expense. The Director of Public Service of the City of Columbus shall determine the place or places where the water mains of the City of Columbus shall be tapped and connected with the mains of the City of Bexley. The water so furnished is to be measured by meters of a type and capacity approved by the Director of Public Service of the City of Columbus.

b) All pipes, valves, hydrants, and meters for conducting such water supply, shall be furnished, installed, and maintained by said City of Bexley, at its own cost and expense, and any extensions to said Bexley water system, during the life of this contract, shall be submitted to and approved by the Director of Public Service of the City of Columbus, but the said City of Bexley is not thereby to be relieved of responsibility for the proper installation and maintenance, or, create any liability on the part of said City of Columbus.

c) Said City of Bexley shall have the right to use said water for all municipal purposes and to supply to the inhabitants thereof and also to persons in the vicinity of said City of Bexley, upon terms and conditions approved by and subject to the control of the Director of Public Service and the city council of said City of Columbus.

d) Said City of Columbus reserves the right at any time to tap the water lines of said City of Bexley for the purpose of supplying water to territory north, south or east of said City

of Bexley provided that all water so taken from the Bexley supply shall be metered at the corporation line, and said metering and all water used through said meters shall be without expense to said city of Bexley.

e) Said City of Columbus shall not be liable to said city of Bexley or its inhabitants or water consumers for failure or shortage of water supply.

f) That said meters shall be read and the volume of water supplied to said City of Bexley shall be computed on or about the first day of April and October of each year, and that payment shall be made therefor by said City of Bexley to the city treasurer of the City of Columbus within thirty days after the reading of said meters and the rendering of a bill therefor at the rate of \$1.44 per thousand cubic feet. Provided, however, that the bill rendered, based upon the October 1950 meter reading, shall be equitably adjusted, by percentage calculation, in order to charge \$1.03 per thousand cubic feet for all water consumed prior to September 1, 1950, the effective date of this contract. Provided, also, that the rate of \$1.44 per thousand cubic feet, herein prescribed, shall be increased or decreased by the same percentage as the rates charged to resident consumers within the City of Columbus and fixed as of September 1, 1950, at \$1.70 per thousand cubic feet, may from time to time be increased or decreased by ordinance or ordinances of the Council of the City of Columbus, In the event of such increase or decrease in the rate charged to the City of Bexley, fractions of one half cent or more shall be considered as a full cent, and fractions of less than one half cent shall be disregarded.

g) All services, all plumbing and all other work which forms a part of the water distribution system of the City of Bexley shall be constructed and maintained in accordance with and subject to the ordinances, rules, and regulations for the management and protection of the water department of the said City of Columbus, now in force or those which may hereafter be enacted by the water department of the City of Columbus and shall be applicable to all of the territory at present embraced by the City of Bexley, or that which may hereafter be annexed thereto. It is further agreed

that the City of Columbus shall be given permission and power to enforce the said rules and regulations in accordance with the General Code of the State of Ohio and the Charter of the City of Columbus,

h) All service connections shall be made by the water department of the City of Columbus. All service connections and service pipes from the mains in the street to a point approximately One (1) foot back from the curb, including stop cock and valve boxes for the same, shall be of the same size, quality, strength and material as used by the City of Columbus for similar premises.

i) Before any services are installed by the City of Columbus, the party requesting such service shall procure a permit from the Superintendent of the Division of Water of said City of Bexley. The permit shall state the location and size of the proposed connection and shall authorize the City of Columbus to open the street for the purpose of installing such service, which shall be subject to the approval of the Director of Public Service of the City of Columbus.

j) The cost of making service connections shall be charged to the City of Bexley at a rate not to exceed 10 per cent more than that in the prevailing City of Columbus schedule of rates for similar size connections laid in similar kinds of streets.

k) All direct registering meters shall be of the size and kind approved by the superintendent of water department of the City of Columbus, and shall be kept in good repair and working order by the said water department at the expense of the City of Bexley. It is further provided that the City of Columbus shall notify the City of Bexley before making repairs to direct registering meters in case repairs are such as to require the replacement of discs or pistons. All meters shall be tested by the City of Columbus at the expense of the City of Bexley before the said meters are again placed in service. When required by the superintendent of the water department, meters shall be removed at the expense of the City of Bexley, Ohio.

Re-registering of meters shall be of the type used by the water department of the City of Columbus and shall be purchased

by the City of Bexley for the water consumers of said City of Bexley, from the water department of said City of Columbus. All re-registering meters shall be furnished the said City of Bexley for the same prices charged to the consumers in the City of Columbus. The maintenance, repairs and testing of re-registering meters shall be done by the City of Columbus at cost for labor and material, plus ten (10) per cent.

1) It is further agreed that on or before the first day of February of each year, the City of Bexley shall furnish the superintendent of the water department of the City of Columbus a report stating the kind, size and location of all water pipe, valves and fire hydrants laid or placed, and the number, size and location of all service connections made during the preceding year.

It is further agreed that where premises in the City of Bexley are supplied direct from mains belonging to the City of Columbus or from the City of Bexley mains which are not metered (as provided for in (k)), the owners or occupants of such premises shall pay direct to the City of Bexley for all water so consumed, and, that the City of Bexley shall pay to the City of Columbus at the contract rate for water consumed by such premises.

m) In case a direct registering meter shall get out of order or fail to register, it is agreed that the City of Bexley shall be charged for water at the average daily rate of consumption as shown by the meter under normal operating conditions.

n) It is further agreed between the parties hereto that if any consumer in the City of Bexley who shall pay direct to the City of Bexley in accordance with (l) of this agreement, neglects or refuses to make payments as required or violates any of the herein mentioned agreements, or any ordinances, rules or regulations of the City of Columbus for the management and protection of the city water department, then in that case the City of Columbus shall have the right to shut off the water supply from such consumer without any notice and in case shutting off the water supply does not secure payment of water as required, or compliance with the ordinances, rules and regulations above referred to, then and in that case, within thirty (30) days after the said City of Bexley shall be requested so

to do by the City of Columbus, the City of Bexley shall pay to the water department of the City of Columbus all claims for water rents or for labor or material furnished, or for any damages caused to the City of Columbus by any person in the City of Bexley in pursuant to the foregoing.

o) It is further agreed between the parties hereto that if the City of Bexley refuses or neglects to comply with, or violates any of the herein mentioned requirements and agreements upon reasonable notice, which shall set forth in detail such refusal, neglect, or violation, the City of Columbus shall have the right to shut off the water supply of the City of Bexley.

p) It is further agreed and understood that for the purpose of making repairs and connections to its mains or to those of the City of Bexley, the City of Columbus reserves the right to shut off the water temporarily upon reasonable notice to the Superintendent of the Division of Water of said City of Bexley. In case of accidents, however, it is agreed and understood that the City of Columbus reserves the right to shut off the water immediately and without notice. When the water is temporarily shut off for repairs or in case of accident, as aforesaid, under no circumstances will the City of Columbus be held liable or responsible for any damages that may result from shutting off the City of Bexley supply of water as aforesaid.

q) The ordinances, rules and regulations which govern the water department of the City of Columbus, or which shall hereafter be formulated or abrogated for the operation of the said water department of the City of Columbus, shall apply to the operation of the water distribution system of the City of Bexley, excepting those sections of the said ordinances, rules and regulations which are in conflict with the intent and purpose of this contract.

IN WITNESS WHEREOF, the City of Columbus by its Director of Public Service and the City of Bexley by its Mayor have hereunto set their signatures on the day and year as above written.

Section 2. That this is an emergency measure, necessary for the immediate preservation of the public peace, health and safety, said emergency being that the former agreement for such water supply has expired, wherefore this ordinance shall go into immediate force and effect upon its passage.

Passed October 24, 1950.

J. C. Harlor
President of Council
Pro Tempore

E. D. Stackhouse
Attest: E. D. Stackhouse
Clerk of Council

Approved October 24, 1950.

W. A. Schneider
W. A. Schneider
Mayor

I, E. D. Stackhouse, Clerk of Council, City of Bexley, Ohio, do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by the Council as follows: Main Street and Parkview Avenue, Main Street and College Avenue, Main Street and Drexel Avenue, Broad Street and Drexel Avenue and Parkview Avenue and Clifton Avenue each for a period of fifteen days commencing on the 26th day of October, 1950.

E. D. Stackhouse
E. D. Stackhouse
Clerk of Council
City of Bexley, Ohio