

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A HYDRANT RENTAL AGREEMENT WITH THE WATER WORKS BOARD OF THE TOWN OF HAMILTON

BE IT ORDAINED by the Mayor and Town Council of the Town of Hamilton (herein called "the town"), that the mayor of the town be and he hereby is authorized and directed to execute and deliver, for and in the name and behalf of the town, an agreement with The Water Works Board of the Town of Hamilton in substantially the following form, to which agreement the town clerk of the town be and he hereby is authorized and directed to affix the corporate seal of the town and to attest the same:

AGREEMENT between the TOWN OF HAMILTON, a municipal corporation under the laws of Alabama (herein called "the town"), and THE WATER WORKS BOARD OF THE TOWN OF HAMILTON, A public corporation under the laws of Alabama (herein called "the town"),

The board is the owner of a water works plant and distribution system (herein called "the system") serving the town and its inhabitants and having connected therewith and forming a part thereof forty-one (41) fire hydrants. The town has requested the board, and the board is willing, to rent to the town the said existing fire hydrants and such additional fire hydrants as the town may from time to time direct the board to install and connect with the system, and to furnish through said hydrants (including those presently connected with the system and those that may be hereafter installed pursuant to this agreement) the water needed by the town for fire and street purposes, all on the terms hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the respective agreements herein contained, the town and the board hereby agree as follows:

- (1) The board hereby rents to the town the forty-one (41) fire hydrants now connected with the system and agrees to install, connect with the system and rent to the town additional fire hydrants in such number as the governing body of the town may direct, such additional hydrants to be located at such places within the town as may be designated by the mayor of the town or by an engineer appointed by its governing body. The board agrees to maintain all the said hydrants now connected with the system and all such hydrants that may be hereafter installed, as herein provided, in good operating condition and to furnish through said hydrants such water as the town may require to be furnished for fire and street purposes in the town. The installation and maintenance provided for herein shall be at the expense of the board.
- (2) The town agrees to pay the following sums as rental for said fire hydrants and for all water supplied through the same by the board:

- (a) For the aforesaid forty-one (41) hydrants that are presently connected with the system, the sum of \$2,050.00 for each successive twelve-month period beginning with the effective date of this agreement (said amount consisting of \$50.00 per annum for each of said hydrants), such rental to be payable at the said twelve-month rate in substantially equal monthly installments on or prior to the last day of each successive calendar month beginning with the month during which this agreement shall become effective; and
- (b) For each hydrant that may be installed pursuant to the provisions of this agreement subsequent to the effective date hereof, an amount equal to \$60.00 for each successive twelve-month period beginning with the date of installation, such rental to be payable at the said twelve-month rate in substantially equal monthly installments on or prior to the last day of each successive calendar month beginning with the month in which each such hydrant shall be so installed; provided, that the hydrant rental payments due hereunder shall be payable only out of current revenues received by the town during the fiscal year in which such payments due.
- (3) That certain hydrant rental agreement between the town and the board dated July 1, 1948, shall be deemed to be cancelled upon this agreement becoming effective.
- (4) This agreement shall become effective on July 1, 1955, and shall continue effective until the expiration of thirty (30) years from said date.

IN WITNESS WHEREOF, the town and the board have caused this agreement to be executed in their corporate names and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, in four counterparts, each of which shall be deemed an original, this 5th day of August, 1955.

TOWN OF HAMILTON

BY J. D. Sexton
Its Mayor

Attest

Olend Nelson
Town Clerk

THE WATER WORKS BOARD OF THE
TOWN OF HAMILTON

By _____
Chairman of its Board of
Directors

Attest:

Its Secretary

Adopted and approved this 5th day of August, 1955.

Authenticated:

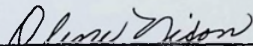
Olend Nelson
Town Clerk

J. D. Sexton
Mayor

POSTING CERTIFICATE

I, Clene Nixon, as Town Clerk of the Town of Hamilton, Alabama (herein called "the town"), hereby certify that on the 9 day of August, 1955, I did post a copy of Ordinance No. 5, authorizing the execution and delivery of a hydrant rental agreement between the town and The Water Works Board of the Town of Hamilton (which said ordinance was adopted by the Mayor and Town Council of the town on August 6, 1955), at each of the following three public places located within the corporate limits of the town: the Mayor's office, the United States Post Office, and the Court House, and that each of said copies did remain so posted at the afore-said three public places for not less than five consecutive days thereafter.

WITNESS my signature as said Town Clerk, under the seal of the town, on this 23 day of August, 1955.



Town Clerk

(Town Seal)