

record Nos. 1733 and 1734; Form of Proposal dated December 17, 1938, containing contract bond signed by Fidelity and Deposit Company of Maryland, its power of attorney for the signer, and its certificate of compliance with the Insurance Laws of Ohio relating to surety companies; Notice to Bidders; Proof of Publication; Controlling Board's Release; Approval of PWA; Tabulation of bids; Recommendations of State Architect; Workmen's Compensation Certificate showing a compliance with the laws of Ohio relating to Workmen's Compensation; Letter from Auditor of State, showing all necessary papers are on file in his office.

Finding said contract in proper legal form, I have noted my approval thereon, and same is transmitted to you herewith, together with all papers and documents submitted in this connection.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

---

642.

CONTRACT—STATE WITH J. F. OELGOETZ COMPANY,  
PLUMBING CONTRACT, FACULTY ASSEMBLY UNIT,  
CAMPUS, OHIO STATE UNIVERSITY.

COLUMBUS, OHIO, May 24, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval, the contract by and between J. F. Oelgoetz Company, of Columbus, Ohio, and the State of Ohio acting through you as Director of the Department of Public Works for the Board of Trustees of the Ohio State University, Columbus, Ohio, for the construction and completion of Plumbing Contract (Division 3, Item XVI) for the Faculty Assembly Unit on the campus of the Ohio State University, as set forth in the General Conditions and the specifications for same, including Addendum No. 1, dated April 11, 1939, and Addendum No. 2 dated April 17, 1939, and as covered by form of proposal dated April 20, 1939. This contract calls for an expenditure of \$5,595.00.

You have submitted in this connection the following papers and documents: Contract bond signed by the United States Guarantee Company of New York; its power of attorney for the signer; its certificate of compliance with the insurance laws of Ohio, relating to surety companies; division of contract; estimate of cost; notice to bidders; proof of publication; Workmen's Compensation Certificate showing a compliance with the laws of Ohio relating to Workmen's Compensation; certificate of

availability of funds; letter from Auditor of State showing all necessary papers are on file in his office; tabulation of bids; record of proceedings of the Board of Trustees of the Ohio State University and which proceedings record the approval of PWA of the project and of the University Architect.

Finding said contract in proper legal form, I have noted my approval thereon, and same is transmitted to you herewith, together with all papers and documents submitted in this connection.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

643.

---

MUNICIPAL OFFICERS—VILLAGE COUNCIL—BOARD OF PUBLIC AFFAIRS—MAY CONTRACT WITH LAND OWNER TO FURNISH WATER BEYOND VILLAGE LIMITS—RENTAL, USE OF WATER IN RETURN FOR RIGHT-OF-WAY ACROSS USER'S LAND—EASEMENT—PROVISO—SPECIAL CONTRACT—DIFFERENT RATES OF SERVICE.

*SYLLABUS:*

*Municipal officials may agree, by contract, to furnish water to a user outside the village limits as rental in return for a right-of-way across the user's land, providing said rental does not amount to a special contract requiring different rates or service from that furnished other users.*

COLUMBUS, OHIO, May 25, 1939.

HON. LAMOINE HANDLEY, *Prosecuting Attorney, Carrollton, Ohio.*

DEAR SIR: Your recent request for my opinion reads in part as follows:

"The Village of Carrollton heretofore have entered into an Agreement and Lease with a land owner residing outside of the municipality for the purpose, among other things, of obtaining a right-of-way across his premises for the Village water lines. Said agreement was approved and executed by the Village Council and runs for a term of ninety-nine (99) years.

The agreement recites a consideration of One Dollar (\$1.00) which was paid.

The pertinent part of the agreement is as follows:

'As a further consideration for this agreement, it is understood that Second Party will furnish First Party with water for