

By Mr. Bayne

To provide for entering into a supplemental agreement with the City of Columbus, Ohio, extending until June 30, 1953, the agreement with said City which was entered into December 26, 1950, for the discharge of sewage, industrial wastes, water and other liquids into the sewerage system of said City of Columbus, and declaring an emergency.

Whereas, the contract heretofore entered into by and between the City of Bexley and the City of Columbus, Ohio, on December 26, 1950, providing for the discharge by the City of Bexley of its sewage, industrial wastes, water and other liquids, and the transportation, pumping and treatment of the same by the Sewerage System and Sewage Treatment Works, of the City of Columbus, expired on December 31, 1952, and said City of Columbus has proposed that a supplemental agreement be entered into between the two municipalities, extending said above agreement of December 26, 1950, by incorporating in said supplemental agreement by reference the same as if fully rewritten therein, all terms thereof, except said expiration date, and extending same through June 30, 1953, and

Whereas, Council is of the opinion that it is to the best interest of both parties thereto that such supplemental agreement should be entered into, Now Therefore,

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

Section 1. That the Mayor and Auditor be and they are hereby authorized and empowered to enter into a Supplemental Agreement with said City of Columbus, Ohio, providing that the agreement between said parties, executed December 26, 1950, providing for the discharge of sewage, industrial wastes, water and other liquids, from the City of Bexley into, and the transportation, pumping and treatment of the same by, the (Sewerage System and) Sewage Treatment Works of the City of Columbus, including all of its terms, covenants, conditions and provisions, except with respect to its termination date, be extended through June 30, 1953, which said Supplemental Agreement shall be substantially as follows:

"This Supplemental Agreement Entered Into, this 13th day of January, 1953, by and between the City of Columbus, Ohio, acting by and through its Director of Public Service, pursuant to and under authority of Ordinance No. 1174-52, passed December 15, 1952, and City of Bexley, Ohio acting by and through its duly authorized officer or officers, pursuant to and under authority of Ordinance No. 3-53, Resolution or By Laws, passed or adopted Jan 13, 1953.

WITNESSETH: WHEREAS, the agreement by and between the City of Columbus and City of Bexley, Ohio, executed 26th day of December, 1950, providing for the discharge of sewage, industrial wastes, water and other liquids from the City of Bexley, Ohio, into, and for the transportation, pumping and treatment of said sewage, industrial wastes, water and other liquids by, the Sewerage System and Sewage Treatment Works of the City of Columbus, Ohio, terminates December 31, 1952; and,

WHEREAS, the City of Columbus, through its City Council, by Ordinance No. 1151-52, has established new sewerage service rates of charge and other provisions concerning such agreements effective on and after July 1, 1953, and,

WHEREAS, it is the determination of the parties to this Supplemental Agreement that said agreement mentioned above including all of its terms, covenants, conditions and provisions, except the provision with respect to the termination date, be extended through June 30, 1953.

NOW, THEREFORE: It is understood and agreed by and between the parties hereto that the agreement executed December 26, 1950 by and between the City of Columbus, Ohio, and the City of Bexley, Ohio, providing for the discharge of sewage, industrial wastes, water and other liquids from the City of Bexley, Ohio, into, and for the transportation, pumping, and treatment of said sewage, industrial wastes, water and other liquids by, the Sewerage System and Sewage Treatment Works of the City of Columbus, Ohio, in all of its terms, covenants, conditions and provisions, with the exception of its termination date, be and it is hereby incorporated herein by reference to the same extent as if the same were rewritten herein in its entirety, and the said agreement, as incorporated, is hereby extended to July 1, 1953.

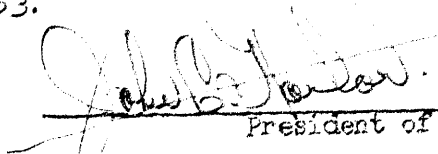
It is further agreed and understood that the termination date of this Supplemental Agreement shall be June 30, 1953.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written."


Section 2. That the sum of \$ 24,000.00 is hereby appropriated from the general fund to provide for the payments estimated to become due under said Agreement during said period of January 1 to June 30, 1953; and the Auditor is hereby authorized and directed to issue proper vouchers in payment of the respective installments, as they become due under the terms of this Agreement.

Section 3. This ordinance is an emergency measure, necessary for the immediate preservation of the public health and safety, said emergency being that the existing contract for said sewage services is about to expire, and the same shall go into immediate force and effect.

Passed January 13th, 1953.


President of Council

Approved January 13th, 1953


Mayor

Attest: E. N. Starkhouse
Clerk