

THIRD MODIFICATION
OF
SETTLEMENT AGREEMENT
BETWEEN THE CITY OF COLUMBUS
AND
DEL-CO WATER COMPANY, INC.

This Modification is hereby made and entered into on this _____ day of _____, 20__ between the City of Columbus, Ohio (“Columbus”) duly authorized by Ordinance _____ passed _____, and Del-Co Water Company, Inc. (“Del-Co”) pursuant to Resolution _____ approved _____.

Whereas, Columbus and Del-Co entered into a settlement agreement on July 6, 1992 related to a lawsuit in the United States District Court for the Southern District of Ohio, Eastern Division, known as Del-Co Water Company, Inc., et al. vs. The City of Columbus, Ohio, et al., Civil Action 2:90-CV-855 (the “Settlement Agreement”); and

Whereas, the Settlement Agreement did not contain a provision that the Court was retaining jurisdiction to approve any amendments or modifications of the Settlement Agreement; and

Whereas, the parties determined that Court approval of this Modification and any future modifications is not needed; and

Whereas, the Settlement Agreement establishes certain areas within Franklin County and Delaware County as service areas to receive water utility service from either Columbus or Del-Co; and

Whereas, the Settlement Agreement includes an Exhibit A, which delineates areas within Delaware County that are reserved for water utility service by Columbus and an Exhibit B, which delineates areas within Franklin County that are reserved for water utility service by Del-Co; and

Whereas, Columbus and Del-Co entered into a first modification of the Settlement Agreement on January 23rd, 2020 and a second modification of this Settlement Agreement on February 17, 2023, both of which modified Exhibit A and Exhibit B to revise the areas in Delaware County reserved for service by Columbus, and to revise the areas in Franklin County reserved for service by Del-Co; and

Whereas, Columbus and Del-Co desire to further revise the boundaries of those areas within Franklin and Delaware County reserved for water utility service by Del-Co and Columbus and to enter into this third modification to modify Exhibit A and Exhibit B to reflect these revisions; and

Whereas, this Modification only modifies water utility service territory between Columbus and Del-Co, such that the City of Westerville and the City of Dublin need not be parties to this Modification as their interests are not affected.

Now Therefore, Columbus and Del-Co agree as follows:

1. The area within Delaware County reserved for water utility service by Columbus, identified by Exhibit A of the Settlement Agreement, is modified as follows:
 - a. Exhibit A-1 is hereby deleted and replaced with Exhibit A-1.2025 attached hereto. Portions of the areas previously reserved for water utility service for Del-Co have been removed and will be served by Columbus.
 - b. Exhibits A-2 & A-3 remain unchanged
2. The area within Franklin County reserved for water utility service by Del-Co, identified by Exhibit B of the Settlement Agreement, is modified as follows:
 - a. Exhibits B-1, B-3, and B-4 are unchanged.
 - b. Exhibit B-2 is hereby deleted and replaced with Exhibit B-2.2025, attached hereto. Portions of the areas previously reserved for water utility service for Del-Co have been removed and will be served by Columbus.
3. The provisions set forth in Items 1 and 2 above shall not be construed as imposing any obligation on Del-Co to provide service to any of its service area in Franklin County not currently served, and Columbus is not obligated to provide service to any of its service area in Delaware County not currently served. The designated service areas may be further modified only upon mutual agreement of Columbus and Del-Co, and any such modifications will be effective only upon the execution of future modification of the Settlement Agreement amending the parties' respective service areas. Future modifications amending the parties' respective services areas and affecting only Columbus and Del-Co shall not require approval of the Court, the City of Dublin, or the City of Westerville.
4. It is understood and agreed by and between Columbus and Del-Co that the terms and conditions of the original Settlement Agreement and previous modification shall remain binding and in full force and effect, and that the only purpose of this Modification is to revise and clarify the service boundaries between the two parties; otherwise, the terms and conditions of the original Settlement Agreement still apply.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF COLUMBUS

By: _____
Director of Public Utilities

Date: _____

DEL-CO WATER COMPANY, INC.

By: _____
General Manager and CEO

Date: _____

APPROVED AS TO FORM:

City Attorney
City of Columbus