

MODIFICATION OF CONTRACT FOR WATER UTILITY SERVICES
FOR THE RICKENBACKER/LOCKBOURNE SERVICE AREA
BETWEEN
THE CITY OF COLUMBUS, OHIO,
AND
THE COUNTY OF FRANKLIN, OHIO

This Modification of Contract is made and entered into on this ___ day of _____, 20__ by and between the City of Columbus, Ohio (“Columbus”), a municipal corporation, as authorized by Ordinance No. _____ passed _____, and the County of Franklin, Ohio (“the County”), through its Board of County Commissioners, duly authorized by Resolution No. _____, and the parties hereby agree as follows:

WHEREAS, the Columbus and the County (“the Parties”) entered into a contract for water service on October 31, 1991, whereby the County would provide water service to the Village of Lockbourne (the “Water Contract”); and

WHEREAS, the Water Contract was modified on January 1, 2012; and

WHEREAS, the January 1, 2012 modification provides that the Water Contract will remain in effect until midnight of January 1, 2022; and

WHEREAS, the Parties desire to amend the Water Contract to extend the duration of the Water Contract.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

- I. The term of the Water Contract and related terms regarding termination of the agreement as set forth in the 1991 agreement and as modified by the modification of the Water Contract effective January 1, 2012 are hereby deleted and replaced with the following:
 - a) The term of this agreement will commence on January 1, 2012 and shall remain in full force and effect until midnight of January 1, 2024 (“Expiration Date”). The Parties may negotiate a new agreement at any time prior to the Expiration Date. If the Parties have not negotiated a new agreement prior to the Expiration Date, the Parties may amend this agreement to extend its term. If the term of this agreement is not extended as provided herein, this agreement will expire on the expiration date.
 - b) Both Parties reserve the right to terminate this agreement prior to the Expiration Date by providing written notice to the other party at least three years prior to the desired termination date. Written notice of the intent to terminate this agreement pursuant to this paragraph must be given to the Director of Public Utilities for the City of Columbus or to the County.
 - c) Both Parties reserve the right to renegotiate this agreement at any time if amendment of this agreement is necessary in order to effect compliance with any regulatory standard or requirement imposed on either party by any regulatory agency, and both parties agree, upon written notice of renegotiation to negotiate in good faith. If the City of Columbus and the County fail to negotiate an amended contract within one year of the notice of renegotiation, either party may terminate this agreement upon thirty (30) days written notice of termination. If either party incurs penalties or any other costs directly resulting from the failure of either party to negotiate in good faith under this

paragraph, the party incurring such costs reserves the right to assess the costs incurred against the other party.

- II. It is understood and agreed by and between the Parties that all terms and conditions of the Water Contract shall remain in full force and effect, except as necessarily amended herein, and the only purpose of this modification is to extend the term of the Water Contract.

THE CITY OF COLUMBUS, OHIO

By _____
Director of Public Utilities

APPROVED AS TO FORM:

City Attorney
City of Columbus, Ohio

THE COUNTY OF FRANKLIN, OHIO

By _____

By _____

By _____

Board of County Commissioners
Franklin County, Ohio

Prosecuting Attorney
County of Franklin, Ohio