

June 2, 2009

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PUCO

Ms. Rencé J. Jenkins
Director of Administration
Secretary of the Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215


RE: In the Matter of the Application of Camplands Water LLC for Approval of an Agreement with Lake Village Club, Inc.; PUCO Case No. 09-465-WW-AEC

Dear Ms. Jenkins:

Enclosed are eight (8) copies of an Application for Contract Approval to be filed in connection with the above-referenced matter on behalf of Camplands Water LLC.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,


Carolyn S. Flahive

Enclosure

cc: Sue Daly, PUCO,
Senior Utility Specialist

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Camplands)	
Water LLC for Approval of an Agreement)	Case No. 09-465 -WW-AEC
with Lake Village Club, Inc.)	

APPLICATION FOR CONTRACT APPROVAL

Applicant, Camplands Water LLC ("Camplands" or "Applicant"), pursuant to Ohio Revised Code Sections 4905.31 (C) and (E), respectfully applies to the Public Utilities Commission of Ohio ("Commission") for approval of an Agreement that Camplands has entered into with Lake Village Club, Inc. for the provision of water service by Camplands. Once approved by the Commission, the Agreement (attached to this application as Exhibit A), which contains the rates, terms and conditions for the provision of water service, will be on file in compliance with R.C. Section 4905.32.

The term of the Agreement commences on January 1, 2009 and continues in force and effect until December 31, 2009 or such time as a new agreement is entered into by the parties. In any event, the rates specified in the Agreement will remain in effect until a new agreement is entered into by the parties or a new rate is ordered by the Commission.

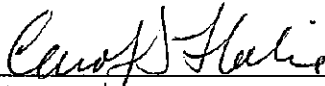
WHEREFORE, the Applicant respectfully requests the Commission to

- 1) approve, pursuant to R.C. Section 4905.31, the Agreement attached as Exhibit A;
- 2) direct that the Agreement has been properly filed pursuant to R.C. Section 4905.32, and

- 3) grant such other and further relief as the Commission deems appropriate.

Respectfully submitted,

CAMPLANDS WATER LLC

By: 
Thomas E. Lodge (0015741)
Carolyn S. Flahive (0072404)
THOMPSON HINE LLP
41 South High Street; Suite 1700
Columbus, Ohio 43215
Telephone: 614-469-3200

Its Attorneys

EXHIBIT A

AGREEMENT

This Agreement made and entered into as of this 16th day of May 2009 by and between CAMPLANDS WATER LLC, an Ohio corporation, organized for the purpose of operating a waterworks company (hereinafter referred to as "Utility") and LAKE VILLAGE CLUB, INC., an Ohio corporation not for profit (hereinafter referred to as "Lake Village").

WITNESSETH

WHEREAS, Lake Village is the owner of a parcel of real property situated in a real estate subdivision or development known and described as Lake Village, and

WHEREAS, Utility operates a waterworks system for the service of Lake Village and its members pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of Ohio ("PUCO"), and

WHEREAS, Lake Village and Utility desire to enter into an agreement setting forth the rates, terms, and conditions pursuant to which Utility will render water service to Lake Village subject to the approval of the PUCO, and

WHEREAS, Utility is planning to implement a major construction program providing extensive structural improvements to the waterworks system commencing in the spring of 2009, with an expected completion date in the fall of 2009, and

WHEREAS, Utility is currently investing in work that will determine the total cost of said program, and

WHEREAS, Lake Village and Utility plan to enter into a new agreement to supersede the present agreement once said program cost is determined.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements of the parties hereto, Lake Village and Utility hereby agree as follows:

1. Subject to the approval of the PUCO, Lake Village shall pay to Utility the following rates:

For the period of January 1, 2009 through December 31, 2009

Unmetered Services
\$5,738 per month

2. If the monthly payments provided for in Paragraph 1 above are not received by the (10th) day after due, the due date being the 1st day of the month in which water is

to be supplied, there shall be assessed an interest charge on the balance due at the rate of eighteen percent (18%) per annum.

3. All taps and connections to the distribution lines of Utility shall be made under the direction and supervision of an authorized employee or representative of Utility.
4. All service lines shall have a minimum earth cover of four (4) feet and shall have placed thereon at the expense of Lake Village, or its members, a stop and waste cock when, as, and if required by utility at such location or locations as Utility may so designate.
5. Service lines shall be installed by Lake Village, or its members, at the expense of Lake Village or its members. Also, Lake Village, or its members, shall keep and maintain service lines in good working condition.
6. It is understood herein that the term "service lines" means that portion of a water line within the lot owned by a member of Lake Village or within the boundaries of property owned by Lake Village as distinguished from distribution lines, the term "distribution lines" meaning those lines constructed and owned by Utility for supplying water to various areas of the subdivision.
7. Utility shall in no event be responsible for damage done by water escaping from a service line or fixture on the premises of Lake Village or any of its members.
8. There shall be no physical connection between pipelines carrying water from a separate supply and pipelines carrying water from Utility.
9. If Lake Village, or its members, has a boiler or boilers connected with the distribution lines of Utility, Lake Village must install or maintain, or require its member or members to install or maintain a check valve on the supply line to the boilers and a vacuum valve on the line to prevent collapse in the event that water supply is discontinued.
10. All property of Lake Village, or its members, receiving a supply of water and all service lines and fixtures, including any and all fixtures within the property lines of Lake Village or its members, shall, at reasonable hours, be subject to inspection by duly authorized employees or representatives of Utility.
11. Utility shall make all reasonable efforts to eliminate interruptions or problems with service and, when such interruptions or problems occur, will endeavor to reestablish service or correct problems promptly, with the shortest possible delay. Whenever the service is interrupted for the purpose of working on the distribution system or the station equipment, Lake Village or its members affected by such interruptions will be notified in advance whenever it is practicable to do so.

Utility shall not be liable for any damages for failure to supply water as long as it is in compliance with this Agreement.

12. Service may be disconnected by Utility for any of the following reasons:
- (a) For allowing any waste or misuse of water due to the failure of Lake Village or its members to properly maintain its portion of the service line as set out in Paragraph 5 above.
 - (b) Nonpayment of monthly payments within fourteen (14) days of the due date.
 - (c) For tampering with any meter or the seal thereof, service pipe or curb stop, cock, box or hydrant or permitting such tampering by another.
 - (d) For selling or giving away water without written permission from Utility.
13. The term of this Agreement shall commence on January 1, 2009 and continue in force and effect until December 31, 2009 or such time as a new agreement is entered into by the parties. In any event, the rates specified herein shall remain in effect until a new agreement is entered into by the parties or a new rate ordered by the PUCO.
14. This Agreement may be assigned by Utility without the consent of Lake Village and shall be binding upon the successors and assigns of the parties hereto.

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

ATTEST

Dean R. Bullard
Dean R. Bullard

ATTEST

Dwain H. Squibbs

CAMPLANDS WATER LLC

By: 

LAKE VILLAGE CLUB, INC.

By: 