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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application of Camplands)
Water LLC for Approval of an Agreement)
with Holiday Camplands Association, Inc.)

Case No. 09-425-WW-AEC

PUCO

SECOND AMENDED 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 permission to withdraw the proposed Agreement previously filed herein on May 20, 2009 and marked as Exhibit A, and for permission to modify the terms of that agreement as are set forth in the Agreement attached hereto as Exhibit A-1, for the provision of water service to Holiday Camplands Association, Inc. ("Holiday").

The Applicant has approved and executed the Ohio EPA Loan Agreement and has delivered the executed copies to the Ohio EPA. This Ohio EPA Loan Agreement is the cause of this Amended application.

The Applicant has also renegotiated the Agreement between the Applicant and Holiday to comport with the requirements of the Commission Staff and a copy of the new Agreement is attached hereto, marked Exhibit A-1, and incorporated by reference herein.

The Agreement provides that the current rates to Holiday for unmetered water service of \$13,000.00 per month will remain in effect until 50% of the Ohio EPA Loan Agreement funds have been utilized for improvements in the waterworks system, which is the "first date certain."

The Agreement further provides that from the first date certain to December 31, 2011 for the unmetered water service to Holiday the rate will be \$14,950.00 per month.

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The Agreement further provides that in addition to the \$14,950.00 per month Holiday shall pay an amount not to exceed \$3,350.00 per month to be "phased in" in two steps with \$1,675.00 from the first date certain to a "second date certain" when all of the Ohio EPA loan funds have been utilized and the structural improvements to the waterworks system have been completed. Then for the period from the second date certain to December 31, 2011 an additional payment from Holiday of \$1,675.00 per month to December 31, 2011.

The Applicant will apply to the Public Utilities Commission for approval of the above rate increases and they will only go into effect upon approval by the Commission.

The above rate increases on the "phase in" program shall only apply to Holiday and shall not apply to Lake Village Club, Inc., a separate Camplands customer.

WHEREFORE, the Applicant respectfully requests that the Commission:

1. grant the Applicant permission to withdraw the proposed Agreement originally filed herein and marked Exhibit A;
2. permit this Second Amended Application to be substituted for the previous Application;
3. direct that the new Agreement, marked as Exhibit A-1, has been properly filed pursuant to R. C. Section 4905.32;
4. approve the Agreement marked as Exhibit A-1, as a reasonable arrangement between Camplands Water LLC and Holiday Camplands Association, Inc.; and
5. grant such other and further relief as the Commission deems appropriate.

Respectfully submitted,

CAMPLANDS WATER COMPANY

By: Henry W. Eckhart

Henry W. Eckhart (0020202)

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cwcamlapl

AGREEMENT

This Agreement made and entered into as of this 21st day of August 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 HOLIDAY CAMPLANDS ASSOCIATION, INC., an Ohio corporation not for profit (hereinafter referred to as "Association").

WITNESSETH

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

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

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

WHEREAS, Utility will be implementing a major construction program providing extensive structural improvements to the waterworks system commencing in 2009, with an expected completion date in the summer of 2010. (The construction program to be undertaken being described in specification/prints prepared for Camplands Water LLC, Ohio, by Arcadia U.S., Inc. of 520 South Main Street, Suite 2400, Akron, OH 44311-1010 and stamped 3/24/09 by Professional Engineers Ronald Kolodznike, Brian Ohlmann, Julie Lawson and Zoltan Birto), and

WHEREAS, Utility has a Loan Agreement with the Ohio EPA with an effective date of 25 June 2009 that provides 2% interest financing of the major construction program over a period of 20 years.

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

1. Subject to the approval of the PUCO, Association shall pay to Utility the following rates:
 - a. For the period of September 1, 2009 through a first date certain when 50% of the Ohio EPA Loan Agreement funds have been utilized for structural improvements to the waterworks system

Unmetered Services
\$13,000 per month

- b. For the period from said first date certain to December 31, 2011

Unmetered Services:

\$14,950 per month

- c. In addition to the water rate recited in paragraph 1b, the Association shall pay an additional amount not to exceed \$3,350 per month toward financing of the Ohio EPA loan, to be paid in two steps as follows:

For the period from said first date certain to a second date certain when all of the Ohio EPA loan funds have been utilized and structural improvements to the waterworks system have been completed, payment in the amount of \$1,675 per month.

For the period from said second date certain to December 31, 2011 an additional payment in the amount of \$1,675 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 Association, 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 Association, or its members, at the expense of Association or its members. Also, Association, 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 Association or within the boundaries of property owned by Association 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 Association 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 Association, or its members, has a boiler or boilers connected with the distribution lines of Utility, Association 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 Association, or its members, receiving a supply of water and all service lines and fixtures, including any and all fixtures within the property lines of Association 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, Association 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 Association 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. Whenever Utility has to "cut" a roadway of Association in order to repair, maintain or replace the distribution system, Utility shall fill the dirt in the roadway with gravel base, topped off by finer material.
14. Except as provided in the following paragraph, Utility shall maintain water service from April 15th until October 23rd of each year, unless adverse weather conditions threaten the integrity of the water system. However, in the event of early turn off due to adverse conditions, Association shall be notified in advance by letter whenever it is possible to do so.

15. Whenever the service line to a lot owned by a member of Association or to the common property owned by the Association has been "winterized," then Utility shall maintain service without the turn on and off specified in the foregoing paragraph.
16. A member of the Association owning a lot may request that the member's service line tap be winterized in order to provide a year-round water service, and Utility shall install such winterized water service for a flat fee of \$750.00. Any member who has winterized water installed shall be responsible for any repair or replacement of the winterized valve for a fee of \$100.00.
17. The term of this Agreement shall commence on September 1, 2009 and continue in force and effect until December 31, 2011. 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 FUCO.
18. This Agreement may be assigned by Utility without the consent of Association 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

CAMPLANDS WATER LLC

Chris M. Paulson

By: [Signature]

ATTEST

HOLIDAY CAMPLANDS ASSOCIATION, INC.

[Signature]

By: [Signature]