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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Aqua
Ohio, Inc. For Approval to amend the
Certificate of Convenience and Necessity
For The Stark Regional Division (Number
32) to Expand the Territory to which Aqua
Ohio, Inc.'s Stark Regional Division
Provides Water Service.

Case No. 11- 4674 -WW-AAC

**APPLICATION OF AQUA OHIO, INC., FOR APPROVAL TO AMEND THE
CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE STARK REGIONAL
DIVISION (NUMBER 32) TO EXPAND THE TERRITORY TO WHICH AQUA OHIO,
INC.'S STARK REGIONAL DIVISION PROVIDES WATER SERVICE**

Now comes Aqua Ohio, Inc., (hereinafter "Aqua Ohio") and submits this Application to the Public Utilities Commission of Ohio (hereinafter "Commission"), pursuant to Revised Code ("RC") §§4905.04 and 4933.25 and Ohio Administrative Code ("OAC") §§4901:1-15-04, 4901:1-15-05 and 4901:1-15-07, for approval to amend the Certificate of Convenience and Necessity for its Stark Regional Division (Number 32) to expand the territory served by Aqua Ohio's Stark Regional Division.

Aqua Ohio is a corporation duly organized under the laws of Ohio. Aqua Ohio is also a water works company and public utility as defined, respectively, in RC §4905.03(A)(8) and RC §4905.02 and as such is subject to the jurisdiction of this Commission. Aqua Ohio's Stark Regional Division is authorized to provide water to customers in Ohio pursuant to Certificate of Convenience and Necessity No. 32 (hereinafter "Stark Certificate") and Aqua Ohio's Stark Regional Division's P.U.C.O. Tariff No. 1 (hereinafter "Stark Tariff").

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Pursuant to the Stark Certificate and Stark Tariff, Aqua Ohio operates to provide water service to certain portions of Stark and Summit Counties in the State of Ohio as set forth in the service territory map on Section 5, Original Sheet No. 1 of the Stark Tariff. The map set forth in the Stark Tariff was previously updated in 2003. Aqua Ohio now files this Application to amend the service territory to more accurately reflect the territory to which the Stark Regional Division provides and/or may provide water service in the future.

In May of 2009, Aqua signed an agreement with the City of New Franklin, Ohio to provide water service to New Franklin (See Exhibit 1 to the Testimony of Louis Kreider). There is currently only one customer within the City served by Aqua Ohio, however the Company wishes to amend the Certificate of Convenience and Necessity to make the provision of service to all areas within the City possible in the future. Under the terms of the May 2009 agreement, New Franklin has agreed to grant Aqua Ohio a right of first refusal to provide public water service and fire protection within the municipal boundaries of New Franklin and Aqua Ohio agrees to provide these services at the same rates as rates currently charged to customers within Aqua Ohio's Stark Regional Division, plus any surcharges authorized by New Franklin.

Attached hereto and incorporated herein by reference is Exhibit A, which is a map for the service territory that highlights the proposed boundary expansion in Franklin Township, located wholly in Summit County, and a legal description of said territory. Any water service extended to this portion of Franklin Township will be made available at the applicable rates set forth in Stark Regional Division, P.U.C.O. Tariff No. 1.

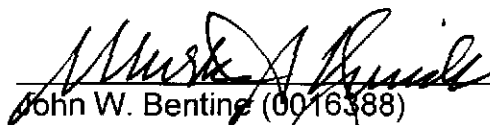
Since Aqua Ohio's Stark Regional Division currently has a valid Certificate of Convenience and Necessity and a valid Tariff approved by the Commission, Aqua Ohio requests a waiver of the Exhibits required by OAC §§4901:1-15-05(D)(1) through (D)(17), and (D)(20) to minimize the cost and expense to the Company and its customers to prepare and process this Application. Aqua Ohio will provide any documentation that the Commission or its staff requires to evaluate this Application upon request. The proposed legal notice required by OAC §4901:1-15-04 and OAC §4901:1-15-05(D)(21) will be late filed as Exhibit B to this Application upon issuance by the Commission of an entry accepting the Application.

Any service provided to the territory set forth in Exhibit A shall be governed by the provisions of Aqua Ohio, Inc., Stark Regional Division, P.U.C.O. Tariff No. 1. Unless otherwise set forth herein, the rates to be charged customers in the additional territory to be added to the Stark Certificate are the rates for the Stark Regional Division found in Section 4 of the Stark Tariff, Revised Sheets Numbers 1, 2, and 3 which became effective January 1, 2011 and filed with the Commission. If the Commission approves this Application to amend the service territory of the Stark Regional Division, the only changes that will need to be made to the Aqua Ohio, Stark Regional Division, P.U.C.O. Tariff No. 1, are to Section 5, Original Sheet No. 1, which is the map for Aqua Ohio's Stark Regional Division and Section 2, Sixth Revised Sheet No. 2 which is the subject index page. See Exhibit C.

As required by OAC §4901:1-15-05(D)(18) and (D)(19), there is a present and continuing need by the public in Aqua Ohio's Stark Regional Division and outlying areas for reliable and efficient water service. There is no existing agency, publicly or privately

owned or operated, that has to date been able to economically and efficiently provide the facilities and services that will be provided by Aqua Ohio to this area. Further, all proposed additional areas are in Summit County and adjacent or in close proximity to Aqua Ohio Stark Regional Division's current service territory and water distribution assets. Attached hereto as Exhibit D is an affidavit of Louis S. Kreider, Vice President of Operations for Aqua Ohio, attesting to and adopting all filings submitted with the Application pursuant to the requirements of OAC §4901:1-15-(D)(22). Also submitted herewith is the testimony of Louis S. Kreider in support of Aqua Ohio's Application (with Exhibit 1 Water Service Agreement between Aqua Ohio, Inc. and the City of New Franklin) and the Testimony of James H. Purtz in support of Aqua Ohio's Application. Aqua Ohio's average daily demand for the Stark Regional Division in 2010 was 9.7 mgd and Aqua Ohio has the total daily capacity to serve 17 mgd. Accordingly, for all of the reasons set forth above, Aqua Ohio respectfully requests that this Commission approve this Application of Aqua Ohio, Inc. for Approval to amend the Certificate of Convenience and Necessity for the Stark Regional Division (Number 32) to Expand the Territory to which Aqua Ohio, Inc.'s Stark Regional Division Provides Water Service.

Respectfully submitted,



John W. Bentine (0016388)

Direct: (614) 334-6121

Email: jbentine@cwsllaw.com

Mark S. Yurick

Counsel of Record

Direct: (614) 334-7197

Email: myurick@cwsllaw.com

CHESTER WILLCOX & SAXBE LLP

65 East State Street, Suite 1000

Columbus, Ohio 43215
Telephone: (614) 221-4000
Facsimile: (614) 221-4012

Attorneys for Aqua Ohio, Inc.

CERTIFICATE OF SERVICE

In accordance with OAC §4901:1-15-05 and OAC §4901:1-15-07, Aqua Ohio, Inc. hereby certifies that a copy of this *Application of Aqua Ohio, Inc. for Approval to amend the Certificate of Convenience and Necessity for the Stark Regional Division (Number 32) to Expand the Territory to which Aqua Ohio, Inc.'s Stark Regional Division Provides Water Service* was served via U.S. regular mail, postage prepaid, this 9th day of August, 2011 upon the following:

Scott J. Nally, Director
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43216-1049


Mark S. Yurick

EXHIBIT A

Proposed Boundary Expansion

Aqua Ohio, Inc.

Stark Regional Division

Description of Franchise Boundary (including expansion area)

The following is a boundary description of the certificated area of the Stark Regional Division of Aqua Ohio, Inc. which encompasses the City of Massillon, the Village of Hills & Dales, and portions of Jackson, Perry, Tuscarawas, Lake, Lawrence and Bethlehem Townships in Stark County, Ohio and the Cities of Green and New Franklin in Summit County, Ohio.

Beginning at a point at the northwest corner of Jackson Township which is also the southwest corner of the City of Green and the southeast corner of the City of New Franklin, said point is also on the dividing line between Stark and Summit Counties;

Thence in a clockwise direction with the various courses of the City of New Franklin corporation line to a point, said point being the northeast corner of the City of New Franklin and the northwest corner of the City of Green;

Thence easterly along said north boundary line of the City of Green to a point, said point is located at the intersection of said north boundary line and the east boundary line of the City of Green;

Thence continuing easterly along north boundary line of Lake Township to a point, said point being the intersection of said north boundary line of Lake Township and the east boundary line of Lake Township;

Thence southerly along said east boundary of Lake Township to a point, said point being the intersection of the south boundary line of Lake Township and the east boundary line of Lake Township;

Thence west along said south boundary line of Lake Township to a point, said point being the intersection of the south boundary line of Lake Township and the west right-of-way line of Rolling Hills Avenue;

Thence north along the said west right-of-way line of Rolling Hills Avenue to a point, said point being the intersection of the west right-of-way line of Rolling Hills Avenue and the south right-of-way line of Butternut Street;

Thence west along the said south right-of-way line of Butternut Street to a point, said point being the intersection of the south right-of-way line of Butternut Street and the west right-of-way line of Stonebridge Avenue;

Thence north along the said west right-of-way line of Stonebridge Avenue to a point, said point being the intersection of the west right-of-way line of Stonebridge Avenue and the south right-of-way line of Brumbaugh Road;

Thence west along said south right-of-way line of Brumbaugh Road to a point, said point being the intersection of the south right-of-way line of Brumbaugh Road and the west right-of-way line of Stover Avenue;

Thence north along said west right-of-way line of Stover Avenue to a point, said point being the intersection of the west right-of-way line of Stover Avenue and the south right-of-way line of State Street;

Thence generally in a northwesterly direction following the south right-of-way line of State Street to a point, said point being the intersection of the south right-of-way line of State Street and the east right-of-way line of Cleveland Avenue;

Thence south following the east right-of-way line of Cleveland Avenue to a point, said point being the intersection of the east right-of-way line of Cleveland Avenue and the south right-of-way line of the western section of Lee Street extended;

Thence westerly across Cleveland Avenue to a point, said point being the intersection of the south right-of-way line of Lee Street and the west right-of-way line of Cleveland Avenue;

Thence north following west right-of-way line of Cleveland Avenue to a point, said point being the intersection of west right-of-way line of Cleveland Avenue and the south right-of-way line of Highland Park Street;

Thence westerly following south right-of-way line of Highland Park Street to a point, said point being the intersection of the south right-of-way line of Highland Park Street and the east boundary line of the City of Green;

Thence southerly along said east boundary of the City of Green to a point, said point is located at the intersection of said east boundary and the dividing line between Stark and Summit Counties;

Thence westerly along said dividing line between Stark and Summit Counties to a point, said point is located at the intersection of said dividing line and the west right-of-way of U.S. Route 77;

Thence generally southerly along said west right-of way line of U.S. Route 77 to a point, said point is located at the intersection of said west right-of way line and the north line of Jackson Township Section 24;

Thence westerly along the north line of Jackson Township Section 24 to a point, said point is located at the intersection of said north line and a line parallel to and offset 200' west of the right-of-way line of Dressler Road, N.W.;

Thence southerly along said line parallel to and offset 200' west of the right-of-way line of Dressler Road, N.W., to a point, said point is located at the intersection of said offset line and a line parallel to and offset 200' northwest of the right-of-way line of Everhard Road, N.W.;

Thence southwesterly along said line parallel to and offset 200' northwest of the right-of-way line of Everhard Road, N.W., to a point, said point is located at the intersection of said parallel line and the east/west quarter section line of Jackson Township Section 24;

Thence easterly along said east/west quarter section line of Jackson Township Section 24 to a point, said point is located at the intersection of said east/west quarter section line and the centerline of Everhard Road N.W.;

Thence southwesterly along said centerline of Everhard Road N.W., to a point, said point is located at the intersection of said centerline and the north property line of a 34.54 acre tract formerly owned by R. & H. Smart, said property line is offset approximately 773 feet south and parallel to the east/west quarter section line of Jackson Township Section 24;

Thence easterly along said north property line to a point, said point is located at the intersection of said north property line and the north/south quarter section line of Jackson Township Section 24;

Thence southerly along said north/south quarter section line of Jackson Township Section 24 to a point, said point is located at the intersection of said north/south quarter section line and a line offset 1600 feet south of and parallel to the east/west quarter section line of Jackson Township Section 24;

Thence easterly along said parallel and offset line to a point, said point is located at the intersection of said parallel and offset line and a line parallel and offset 400 feet west of the dividing line between Jackson and Plain Townships;

Thence southerly along said parallel and offset line to a point, said point is located at the intersection of said parallel and offset line and a line parallel and offset 700 feet south of the north line of Jackson Township Section 25;

Thence westerly along said parallel and offset line to a point, said point is located at the intersection of said parallel and offset line and the east line of a tract of land now or formerly owned by Bertoni;

Thence southerly along the east line of said Bertoni tract and the east lines of tracts now or formerly owned by R. & E. Schoen, D. Truett, M. Sharp, J. & V. Berger, and R. & H. Reicosky to a point, said point is located at the southeast corner of said Reicosky tract;

Thence westerly along the south line of said Reicosky tract to a point, said point is located at the northeast corner of a tract of land now or formerly owned by M. Dahler, et al;

Thence southwesterly along the east line of said Dahler tract to a point, said point is located at the southeast corner of said tract on the centerline of Fulton Drive N.W.;

Thence southeasterly along said centerline of Fulton Drive N.W. to a point, said point is located at the intersection of said centerline and the east/west quarter section line of Jackson Township Section 25;

Thence westerly along said east/west quarter section line of Jackson Township Section 25 to a point, said point is located at the northwest corner of Lot No. 13 of Monterey Heights Allotment No. 1;

Thence southwesterly along the west line of said Lot No. 13 to a point, said point is located at the southwest corner of Lot No. 13 of Monterey Heights Allotment No. 1;

Thence southeasterly along the south line of Lot Nos. 13, 12 and 11 of said Monterey Heights Allotment No. 1 and their extension to a point, said point is located at the intersection of said extended lot line and the intersection of the centerline of Lindbergh Road N.W.;

Thence southwesterly along said centerline of Lindbergh Road N.W. to a point, said point is located at the intersection of said centerline and the extension of the south line of Lot No. 10 of Monterey Heights Allotment No. 1;

Thence southeasterly along a line parallel to and offset approximately 283 feet southwest of the centerline of Fulton Drive N.W. to a point, said point is located at the southeast corner of Lot No. 1 of said Monterey Heights Allotment No. 1;

Thence southwesterly along the east line of said Monterey Heights Allotment No. 1 and the easterly line of Monterey Heights No. 2 and its extension to a point, said point is located at the southeast corner of a tract of land now or formerly owned by the Hammond Construction Company which lies on the centerline of Hills and Dales Road N.W., which is also the south line of Jackson Township Section 25 and the north line of Jackson Township Section 36;

Thence easterly along said north line of Jackson Township Section 36 to a point, said point is located at the northeast corner of a tract of land now or formerly owned by J. Wenberger;

Thence southerly along the west line of said Wenberger tract to a point, said point is located at the southwest corner of said Wenberger tract;

Thence easterly along the south line of said Wenberger tract to a point, said point is located at the southeast corner of said Wenberger tract and lies on the west line of a tract of land now or formerly owned by Colfax Associates, Inc.;

Thence southerly along the west line of said Colfax Associates tract and along the west line of a tract of land now or formerly owned by J. Wenberger, to a point said point being located at the southwest corner of said Wenberger tract;

Thence southeasterly along the south line of said Wenberger tract to a point, said point is located at the northwest corner of a tract of land now or formerly owned by Civista Corporation;

Thence southwesterly along the west line of said Civista Corporation tract to a point which is the southwest corner of of a tract of land now or formerly owned by J. Wenberger;

Thence southeasterly along the south line of said J. Wenberger tract to a point which is the northeast corner of said Civista Corp. tract;

Thence southerly along the east line of said Civista Corp. tract to a point which is the southeast corner of said Civista Corp. tract and the true place of beginning

Thence southwesterly along the north line of a tract of land now or formerly owned by M. Edwards, said point being the northwest corner of said M. Edwards tract;

Thence southerly along the west line of a tract of land now or formerly owned by M. Edwards and the west line of a tract of land now or formerly owned by K. Smith to a point, said point is located at the southwest corner of said Smith tract and lies on the east/west quarter section line of Jackson Township Section 36;

Thence westerly along said east/west quarter section line of Jackson Township Section 36 to a point, said point lies on the said east/west quarter section line and is located at the northwest corner of a tract of land now or formerly owned by M. Petros;

Thence southerly along the west line of said Petros tract a distance of 249.14 feet to a point, said point is located at the southeast corner of a tract of land now or formerly owned by D. Shaheen;

Thence westerly along the south line of said Shaheen tract to a point, said point is located at the southeast corner of Lot No. 131 of the Menlough Estates Allotment;

Thence northerly along the east line of said Lot No. 131 a distance of 74 feet to a point, said point is located at the northeast corner of said Lot No. 131;

Thence westerly along the north line of said Lot No. 131 to a point, said point is located at the intersection of the extension of the north line of said Lot No. 131 and the north/south quarter section line of Jackson Township Section 36;

Thence southerly along said north/south quarter section line of Jackson Township Section 36 to a point, said point is the intersection of said north/south quarter section line and the centerline of Lawndale St. N.W.;

Thence westerly continuing along said centerline of Lawndale St. N.W. to a point, said point being the intersection of said centerline and the centerline of Crosshaven Ave. N.W.;

Thence continuing westerly across centerline of Crosshaven Ave. N.W. to a point, said point being the southeast corner of said Lot No. 133 of the Dunkeith Hills No. 2 subdivision;

Thence westerly along south lot line of said Lot No. 133 of Dunkeith Hills No. 2 subdivision to a point, said point being the southwest corner of said Lot No. 133;

Thence southwesterly along the east line of Lot Nos. 139, 140, 141, 142, 143, 144 and 145 of said Dunkeith Hills No. 6 subdivision to a point, said point is located at the southeast corner of said Lot No. 145;

Thence continuing southwesterly across Lot No. 31 of the Dunkeith Hills No. 2 subdivision to a point, said point is located at the northeast corner of Lot No. 32 of said Dunkeith Hills No. 2 subdivision;

Thence continuing southwesterly along the east lot line of Lot Nos. 32, 33, and 34 of said Dunkeith Hills No. 2 subdivision to a point, said point is located at the southeast corner of said Lot No. 34;

Thence southeasterly along the north line of Lot No. 36 of said Dunkeith Hills No. 2 subdivision to a point, said point is located at the eastern most corner of said Lot No. 36;

Thence southwesterly along the lot line of said Lot No. 36 of the Dunkeith Hills No. 2 subdivision to a point, said point is located at the southern most corner of said Lot No. 36;

Thence continuing southwesterly across Dunkeith Drive N.W. to a point, said point is located at the northeast corner of a lot now or formerly owned by B. Robinson;

Thence southerly along the east line of said B. Robinson lot to a point, said point is located at the southeast corner of said lot;

Thence southwesterly along the south line said B. Robinson lot to a point, said point is located at the intersection of said south line and the southerly extension of the east boundary line of the Village of Hills and Dales;

Thence southerly along said southerly extension of the east boundary line of the Village of Hills and Dales to a point, said point is located at the northwest corner of Lot No. 9 of the Menlough Woods subdivision;

Thence southeasterly along the north lot line of Lot Nos. 9, 8, 7, 6, 5, 4 and 3 of said Menlough Woods subdivision to a point, said point is located at the northeasterly most corner of said Lot No. 3;

Thence southerly along the east lot line of Lot Nos. 3, 2 and 1 and the extension therefrom of said Menlough Woods subdivision to a point, said point is located at the intersection of said extended line and the east/west quarter section line of Perry Township Section 1, which lies on the centerline of 12th Street N.W.;

Thence easterly along said east/west quarter section line of Perry Township Section 1 to a point, said point is located at the intersection of said east/west quarter section line and the north/south quarter section line of Perry Township Section 1, which lies on the centerline of Woodlawn Avenue N.W.;

Thence southerly along said north/south quarter section line of Perry Township Section 1 to a point, said point is located at the intersection of said north/south quarter section line and the north line of a 0.90 acre parcel now or formerly owned by C. and M. Humenik;

Thence westerly along said north line of the Humenik parcel to a point, said point is located at the northwest corner of said Humenik parcel;

Thence southerly along the west line of parcels now or formerly owned by C. and M. Humenik, R. Weber, S. Mocher and N. Dobina to a point, said point is located at the southwest corner of a 0.94 acre parcel now or formerly owned by N. Dobina, said point lies on the north right-of-way line of 9th street N.W.;

Thence southerly, crossing said 9th Street N.W. to a point, said point lies on the south right-of-way line of said 9th Street N.W. is located at the northwest corner of a 0.76 acre parcel now or formerly owned by W. and B. Untch;

Thence southerly along the west line of parcels now or formerly owned by W. and B. Untch, A. and R. Blank, D. and D. Perry, G. and T. Hartsock and D. Tisch, et al to a point, said point is located at the southwest corner of a 0.75 acre parcel now or formerly owned by D. Tisch et al;

Thence easterly 200 feet along the south line of said Tisch parcel to a point, said point is located at the northeast corner of a 0.62 acre parcel now or formerly owned by J. and J. McLinden;

Thence southerly along the east line of said McLinden parcel to a point, said point is located at the southeast corner of said McLinden parcel, said point lies on the north right-of-way line of Monticello Street N.W.;

Thence southwesterly, crossing Monticello Street N.W. to a point, said point lies on the south right-of-way line of said Monticello Street N.W. and is located at the northeast corner of Lot No. 3 of Monticello Est. No. 1 subdivision;

Thence southwesterly along the east line of said Lot No. 3 of Monticello Est. No. 1 subdivision to a point, said point is located at the southeast corner of said Lot No. 3;

Thence southerly along the east lot line of Lot Nos. 12 and 11 of said Monticello Est. No. 1 subdivision to a point, said point lies on the south section line of Perry Township Section 1 and is located at the southeast corner of said Lot No. 11;

Thence westerly along the south lot line of Lot Nos. 27, 26 and 25 of said Monticello Est. No. 1 subdivision to a point, said point lies on the south section line of Perry Township Section 1 and is located at the southwest corner of said Lot No. 25;

Thence northerly along the west lot line of Lot Nos. 24 and 23 of said Monticello Est. No. 1 subdivision to a point, said point is located at the southeast corner of Lot No. 54 of Northwest Hills No. 1 subdivision;

Thence westerly along the south lot line of Lot Nos. 54, 55, 56, 57, 58, 59 and 60 of said Northwest Hills No. 1 subdivision to a point, said point is located at the southwest corner of said Lot No. 60, said point lies on the east right-of-way line of Mohawk Avenue N.W.;

Thence westerly, crossing Mohawk Avenue N.W. to a point, said point lies on the west right-of-way line of said Mohawk Avenue N.W. and is located at the southeast corner of Lot No. 31 of said Northwest Hills No. 1 subdivision;

Thence westerly along the south lot line of Lot Nos. 31 and 32 of said Northwest Hills No. 1 subdivision to a point, said point is located at the southwest corner of said Lot No. 32;

Thence southwesterly along the southeast lot line of Lot No. 33 of said Northwest Hills No. 1 subdivision to a point, said point is located at the southern most corner of said Lot No. 33;

Thence westerly 162 feet along the south lot line of Lot No. 23 of said Northwest Hills No. 1 subdivision to a point;

Thence southerly 250 feet along a line parallel to the west line of Perry Township Section 1 to a point, said point is located at the intersection of said parallel line and the south right-of-way line of 4th Street N.W.;

Thence westerly along the said south right-of-way line of 4th Street N.W. to a point, said point is located at the intersection of said south right-of-way line and the west line of Perry Township Section 1, which is also the centerline of Perry Drive N.W.;

Thence southerly along said west line of Perry Township Section 1 to a point, said point is located at the intersection of said west section line and the south line of a tract now or formerly owned by the Perry Christian Church;

Thence westerly along said south line of the Perry Christian Church tract to a point, said point is located at the intersection of said south line and the east line of the Westland Park Allotment;

Thence southerly along said east line of the Westland Park Allotment and the extension thereof to a point, said point is located at the intersection of said extended line and the northerly right-of-way line of U.S. Route 30;

Thence westerly along said northerly right-of-way of U.S. Route 30 to a point, said point is located at the intersection of said right-of-way line and a line parallel to and offset 200 feet east of the centerline of Genoa Avenue S.W.;

Thence southerly along said line parallel and offset 200 feet east of the centerline of Genoa Avenue S.W. to a point, said point is located at the intersection of said parallel line and a line parallel and offset 172' north of Hancock St. S.W.;

Thence easterly along said parallel line to a point, said point is located at the northeastern most corner of the 11.23 acre lot located in the south east corner of Section 23;

Thence southerly to a point, said point is located 1824.93' to a point, said point being the intersection of said line and the southern boundary line of Perry Township Section 23;

Thence easterly approximately 608' along said southern boundary line of Perry Township Section 23 to a point;

Thence southerly to a point, said point being the intersection of the centerline of Faircrest St. and the right-of-way line of the Norfolk & Western Railroad;

Thence southwestwardly along said right-of-way line of the Norfolk & Western Railroad to a point, said point is located approximately 618' south of the northern boundary line of Perry Township Section 35;

Thence westerly along said line parallel and offset approximately 618' from the northern boundary line of Perry Township Section 35 to a point, said point is located at the intersection of said line and the east boundary line of Perry Township Section 27;

Thence southerly along said east line of Perry Township Section 27, the east line of Perry Township Section 34 and the east line of Bethlehem Township Section 3 to a point, said point is located at the intersection of said east line and a line parallel to and offset 200 feet south of the centerline of Fohl Street S.W.;

Thence westerly along said line parallel and offset 200 feet south of the centerline of Fohl Street S.W. to a point, said point is located at the intersection of said parallel line and the west line of Bethlehem Township Section 3;

Thence northerly along said west line of Bethlehem Township Section 3 to a point, said point is located at the northwest corner of Bethlehem Township Section 3 and lies on the south line of Perry Township Section 3;

Thence westerly along said south line of Perry Township Section 33 to a point, said point is located at the intersection of said section line and the easterly most property line of a tract owned by the Stark County Board Commissioners and the Massillon Development Foundation Inc., and known as the "N.E.O. Commerce Park";

Thence southerly along said easterly most property line of N.E.O. Commerce Park to a point, said point is located at the intersection of said property line extended and the center line of Fohl Street, C.R. 252;

Thence generally southwesterly along the center line of said Fohl Street, C.R. 252, to a point, said point is located at the intersection of said center line and the east line extended of parcels now or formerly owned by A. and M. Alexander;

Thence northerly along said east line of the Alexander parcels to a point, said point is located at the north east corner of said Alexander parcels;

Thence westerly along the north line of said Alexander parcels and a parcel now or formerly owned by S. Biehl to a point, said point is located at the northwest corner of said Biehl parcel;

Thence southerly along the west line of said Biehl parcel and across Fohl Street, C.R. 252, continuing southerly along the west line of a tract now or formerly owned by G. and L. Appleby to a point, said point is located at the intersection of said west line and the east/west quarter section line of Bethlehem Township Section 4;

Thence westerly along said east/west quarter section line to a point, said point is located at the southeast corner of a parcel now or formerly owned by G. Shetler;

Thence northerly along the east line of said G. Shetler parcel and parcels now or formerly owned by P. Shetler and P. and J. Sharke to a point, said point is located at the northeast corner of said Sharke parcel;

Thence westerly along the north line of said Sharke parcel to a point, said point is located at the intersection of said north line extended and the center line of Fohl Street, C.R. 252;

Thence southerly and westerly along the center line of said Fohl Street, C.R. 252, to a point, said point is located at the intersection of the rear lot line extended of lot 6 of the Shadow Lawn Subdivision No. 1;

Thence generally northerly along the rear lot lines of lots 6, 7, 8, and 9 of Shadow Lawn Subdivision No. 1, lots 21, and 22 of Shadow Lawn Subdivision No. 2 and lots 36, 37, 38, 39, 54, and 55 of Shadow Lawn Allotment Subdivision No. 3 to a point, said point is located at the northwest corner of said lot 55 of Shadow Lawn Allotment Subdivision No. 3;

Thence westerly a distance of 377 feet along a line with a bearing of N83° 37'W to a point, said point is located at the intersection of said line and the east right-of-way line of the Wheeling and Lake Erie Railway Company;

Thence northerly along said railway right-of-way line to a point, said point is located at the intersection of said railway right-of-way and the south line of a parcel now or formerly owned by W. and M. Houston;

Thence westerly along the extension of said south Houston line to a point, said point is located at the intersection of said line and a line parallel to and offset 300 feet west of the center line of Erie Avenue S.;

Thence southwesterly along said line parallel to and offset 300 feet west of the centerline of Erie Avenue S. to a point, said point is located at the intersection of said parallel line and the south line of Perry Township;

Thence westerly along said south line of Perry Township to a point, said point is located at the intersection of said south line and the center of the Tuscarawas River;

Thence generally northerly along said center of the Tuscarawas River to a point, said point is located at intersection of said center of the Tuscarawas River and the northerly right-of-way line of U.S. Route 30;

Thence westerly along said northerly right-of-way line of U.S. Route 30 to a point said point is located at intersection of said right-of-way line and a line parallel to and offset 1000 feet west of the centerline of Kenyon Avenue S.W.;

Thence northerly along said line parallel to and offset 1000 feet west of the centerline of Kenyon Avenue S.W. to a point, said point is located at the intersection of said parallel line and the south line of Tuscarawas Township Section 10;

Thence westerly along said south line of Tuscarawas Township Section 10 and the south line of Tuscarawas Township Section 9 to a point, said point is located at the intersection of said south line of Tuscarawas Section 9 and a line parallel to and offset 1,900 feet to the west of the centerline of Manchester Avenue S.W. (State Route 93);

Thence northerly along said line parallel to and offset 1,900 feet west of the centerline of Manchester Avenue S.W. (State Route 93) to a point, said point is located at the intersection of said parallel line and the north line of Lawrence Township Section 28;

Thence easterly along said north line of Tuscarawas Township Section 28 and the north line of Lawrence Township Sections 27, 26, and 25 to a point, said point is located at the intersection of said north line and the west line of Jackson Township;

Thence northerly along said west line of Jackson Township to a point, said point is located at the northwest corner of said Jackson Township and is the true place of beginning.

EXHIBIT B

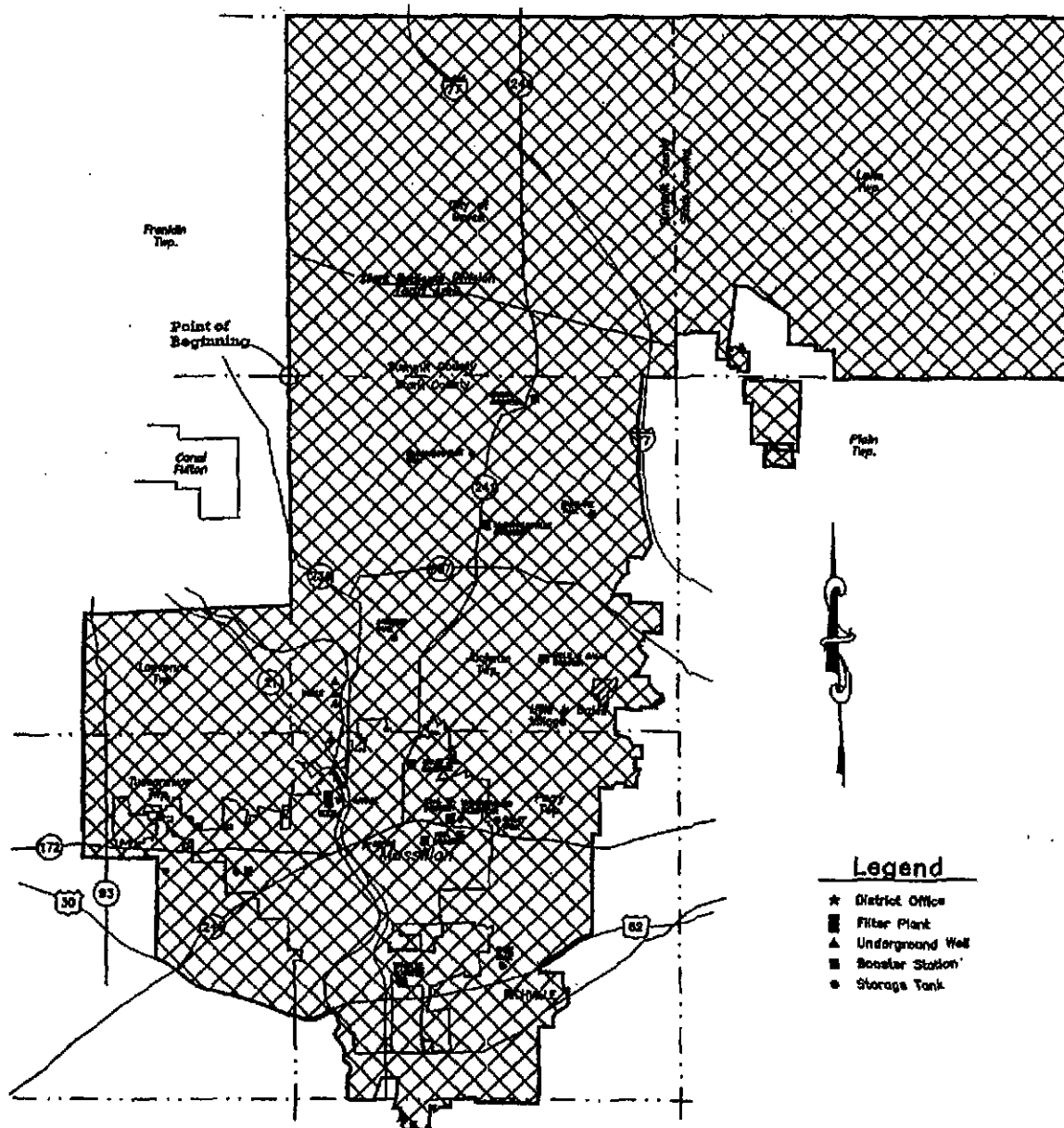
Proposed Legal Notice

Will Be Late Filed To This Application Upon
Issuance By The Commission of an Entry
Accepting The Application

EXHIBIT C

Current Tariff Pages
Proposed Tariff Pages
Redlined Tariff Pages

P.U.C.O. TARIFF NO. 1



ISSUED: September 24, 2003

EFFECTIVE September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company.
In accordance with the Public Utilities of Ohio
Order Dated September 18, 2003 for Case No.02-1082-WW-UNC

Aqua Ohio, Inc.
Stark Regional Division

Section 2
Sixth Revised Sheet No.2
Canceling Fifth Revised Sheet No 2
P.U.C.O. TARIFF NO. 1

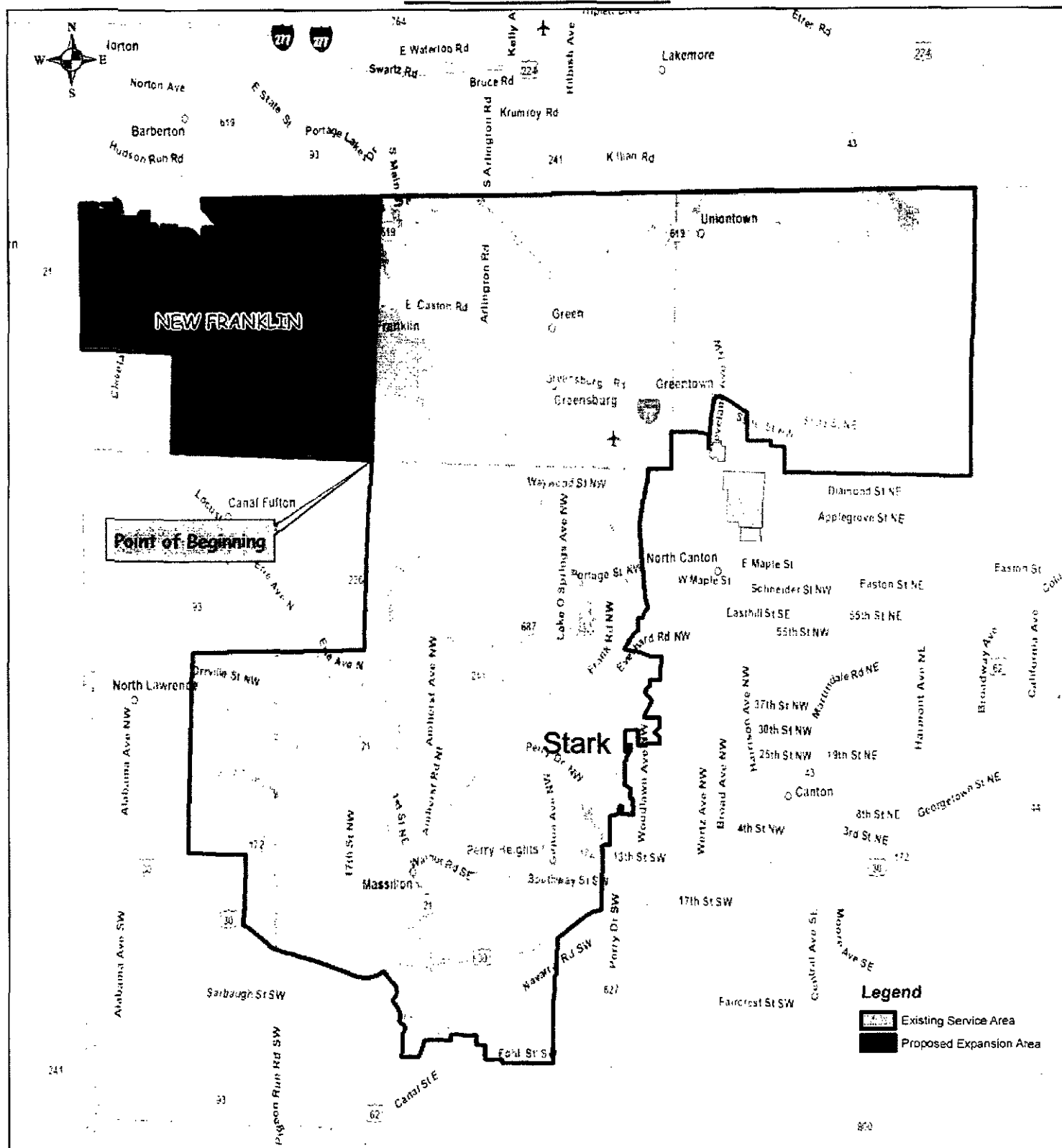
<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
E			
Explanation of Terms	3-1	1,2 & 3	9/24/03
Employee Identification	3-2	5	9/24/03
F			
Final Bill	3-3	2	9/24/03
Fire Protection – Private	3-8	1	9/24/03
Fire Protection – Public	3-9	1	9/24/03
Flow Detecting Devices	3-8	1	9/24/03
Forms – Service Application	6-1	1-2	9/24/03
H			
Hose Connections	4	"See Sch. of Rates"	1/1/07 7/1/10 1/1/11
Hydrants, Public Fire-Installation of	3-9	1	9/24/03
Hydrants, Public Fire-Specifications of	3-9	1	9/24/03
Hydrants, Public Fire-Use of Water from	3-9	1	9/24/03
Hydrants, Rates	4	"See Sch. of Rates"	1/1/07 7/1/10 1/1/11
I			
Installation – Meter	3-6	1	9/24/03
Installation – Service Dates	3-5	1	9/24/03
M			
Main Extensions – Customer Financing Plan	3-7	3,4,5,6	9/24/03 4/1/04
Main Extensions – General	3-7	1	9/24/03 4/1/04
Main Extensions – Lot Connection Method	3-7	2	9/24/03 4/1/04
Map – Stark Regional Division	5	1	9/24/03
Meter – Inability of Company to Read	3-2	5	9/24/03
Meter – Inaccurate or Not Registering	3-6	3	9/24/03
Meter – Installation	3-6	1	9/24/03
Meter – Installation Location	3-6	2	9/24/03
Meter – Maintenance of and Repairs to	3-6	3	9/24/03 9/26/08
Meter – Minimum	4	"See Sch. Of Rates"	1/1/07 7/1/10 1/1/11
Meter – Outside Vault Location	3-5	1	9/24/03

Issued: January 1, 2011

Effective: January 1, 2011

Issued by Robert A Kopas, Vice-President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio

P.U.C.O. TARIFF NO. 1



Effective: _____, 2011

Issued by Edmund P. Kolodziej, Jr., President, AQUA Ohio, Inc.
In Accordance with the Public Utilities Commission of Ohio
Order dated _____, 2011 for Case No. 11-____-WW-AAC

P.U.C.O. TARIFF NO. 1

<u>SUBJECT INDEX</u>			
<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
E			
Explanation of Terms	3-1	1,2 & 3	9/24/03
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Meter – Minimum	4	"See Sch. Of Rates"	1/1/07 7/1/10 1/1/11
Meter – Outside Vault Location	3-5	1	9/24/03

Issued: _____, 2011

Effective: _____, 2011

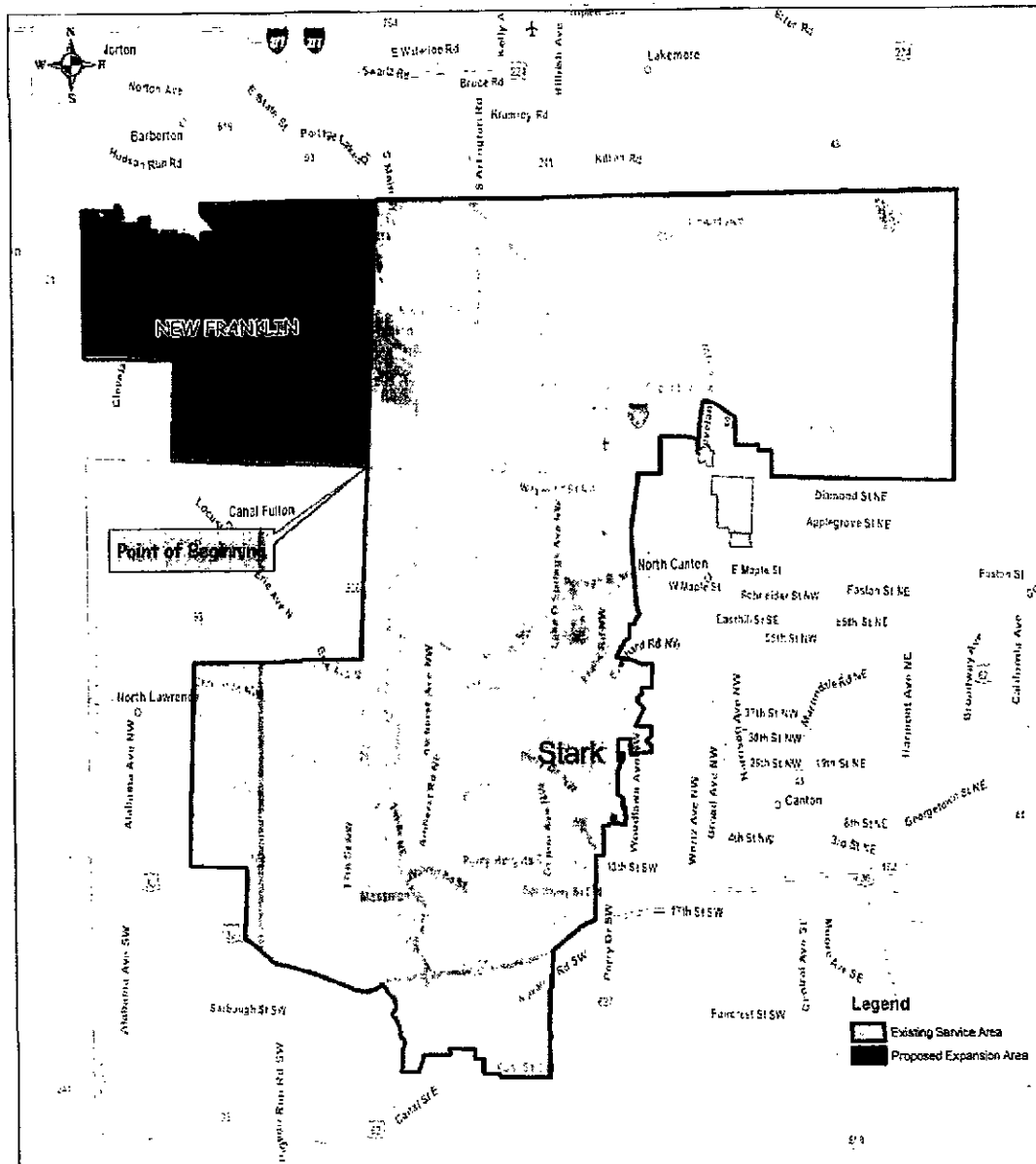
Issued by Edmund P. Kolodziej Jr., President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____, 2011 for case No. 11-____-WW-AAC

Aqua Ohio, Inc.
Stark Regional Division

Section 5
First Revised Sheet No. 2
Canceling Original Sheet No. 2

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P.U.C.O. TARIFF NO. 1



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24, 2003... [1]

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Issued: _____, 2011

Effective: _____, 2011

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated _____, 2011 for Case No. 11-____-WW-AAC

Aqua Ohio, Inc.
Stark Regional Division

Section 2
Seventh Revised Sheet No. 2
Canceling Sixth Revised Sheet No. 2

P.U.C.O. TARIFF NO. 1

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SUBJECT INDEX			
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Meter – Minimum	4	"See Sch. Of Rates"	1/1/07 7/1/10 1/1/11
Meter – Outside Vault Location	3-5	1	9/24/03

Deleted: January 1

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Kopas, Vice-

Issued: _____, 2011

Effective: _____, 2011

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated _____, 2011 for Case No. 11-____-WW-AAC

EXHIBIT D

Affidavit of Louis S. Kreider
Testimony of Louis S. Kreider
Testimony of James H. Purtz

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Aqua :
Ohio, Inc. For Approval to amend the :
Certificate of Convenience and Necessity : Case No. 11-_____-WW-AAC
For The Stark Regional Division (Number :
32) to Expand the Territory to which Aqua :
Ohio, Inc.'s Stark Regional Division :
Provides Water Service. :

**AFFIDAVIT OF LOUIS S. KREIDER IN SUPPORT OF AQUA OHIO, INC.'S
APPLICATION FOR APPROVAL TO AMEND THE CERTIFICATE OF
CONVENIENCE AND NECESSITY FOR THE STARK REGIONAL DIVISION
(NUMBER 32) TO EXPAND THE TERRITORY TO WHICH AQUA OHIO, INC.'S
STARK REGIONAL DIVISION PROVIDES WATER SERVICE**

STATE OF OHIO
COUNTY OF MAHONING: SS

I, Louis S. Kreider, being first duly cautioned and sworn, state as follows:

1. I am currently the Vice President of Operations for Aqua Ohio, Inc. ("Aqua Ohio"). I have personal knowledge of Aqua Ohio's Stark Regional Division, its certificate of convenience and necessity, its tariff, and the matters hereinafter referred to. I make this affidavit in support of Aqua Ohio's application for approval to amend the certificate of convenience and necessity for the Stark Regional Division (Number 32) to expand the territory to which Aqua Ohio, Inc.'s Stark Regional Division provides water service ("Application").

2. I have reviewed Aqua Ohio's Application filed with the Public Utilities Commission in the above-referenced docket.

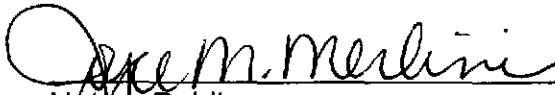
3. I hereby attest and adopt all of the filings submitted with Aqua Ohio's Application.

FURTHER AFFIANT SAYETH NAUGHT.



Louis S. Kreider, Vice President Operations

Sworn to before me and subscribed to in my presence on this 2nd day of August, 2011.



Notary Public

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Aqua	:	
Ohio, Inc. For Approval to amend the	:	Case No. 11-_____ -WW-AAC
Certificate of Convenience and Necessity	:	
For The Stark Regional Division (Number	:	
32) to Expand the Territory to which Aqua	:	
Ohio, Inc.'s Stark Regional Division	:	
Provides Water Service.	:	

TESTIMONY OF

LOUIS S. KREIDER

**ON BEHALF OF
AQUA OHIO, INC.
STARK REGIONAL DIVISION**

1 **Q. Mr. Kreider, would you please state your name and business**
2 **address?**

3 **A. Louis S. Kreider, 6650 South Avenue, Boardman Township, Mahoning**
4 **County, Ohio 44512.**

5 **Q. Mr. Kreider, by whom are you employed and in what capacity?**

6 **A. I am Vice President of Operations for Aqua Ohio, Inc. ("Aqua Ohio").**

7 **Q. Will you please briefly outline your educational, professional and**
8 **business experience?**

9 **A. I graduated from Miami University in 1972 with a Bachelor of Science**
10 **degree in Business Administration. In 1985, I received my Masters in**
11 **Business Administration from Youngstown State University. I was a**
12 **Certified Public Accountant and currently hold an Ohio Environmental**

1 Protection Agency Class II Water Distribution license. I have served as
2 Chairman of the Ohio Chapter of the National Association of Water
3 Companies and have been a member of the American Water Works
4 Association for more than twenty years.

5 **Q. Have you previously testified before any regulatory agencies?**

6 A. Yes. In addition to my work in connection with this filing, I have been
7 involved in the preparation of Aqua Ohio, Inc.'s Lake Erie Division Base
8 Rate filings (Case Nos. 01-2924-WW-AIR, 03-2290-WW-AIR, 07-0564-
9 WW-AIR and 09-1044-WW-AIR) . Additionally, I have been involved in
10 Aqua Ohio's previous System Improvement Charge filings (Case Nos.04-
11 1824-WW-SIC, 05-1552-WW-SIC, 06-1470-WW-SIC, 08-1239-WW-SIC
12 and 10-2771-WW-SIC).

13 **Q. Having worked in the private water supply business and in Northeast**
14 **Ohio with Aqua Ohio for an accumulated period of 31 years, do you**
15 **feel that you have expertise in operating a water service company**
16 **and delivering water service to customers' homes and businesses?**

17 A. Yes, I do.

18 **Q. What is the purpose of your testimony in this proceeding?**

19 A. Aqua Ohio has filed an Application for Approval to amend the Certificate of
20 Convenience and Necessity for the Stark Regional Division (Number 32)
21 to expand the territory to which Aqua Ohio, Inc.'s Stark Regional Division
22 provides water service ("Application"). My testimony is in support of Aqua
23 Ohio's Application.

1 **Q. Can you please describe the territory set forth in Aqua Ohio's**
2 **Application for which the Stark Regional Division seeks authority to**
3 **provide water service?**

4 A. The territory includes the entire City of New Franklin located in Summit
5 County, Ohio ("New Franklin Territory"). The accurate legal description of
6 the territory is set forth in Aqua Ohio's Application.

7 **Q. To your knowledge, is there a present and continuing need by the**
8 **public for water service in the territory set forth in Aqua Ohio's**
9 **Application?**

10 A. Yes.

11 **Q. What is the factual basis for your conclusion that there is a present**
12 **and continuing need by the public for water service in the New**
13 **Franklin Territory?**

14 A. Aqua Ohio had discussions with New Franklin city officials for several
15 years concerning the need for public water service in the City. In April,
16 2007, the City's engineering firm published a Water Supply Study
17 indicating the desire for public water service in the City. In May, 2009,
18 Aqua Ohio signed an agreement with the City of New Franklin to provide
19 water service to the City (Attached hereto as Exhibit 1).

20 **Q. Please describe how Aqua Ohio intends to provide water service to**
21 **the New Franklin Territory economically and efficiently?**

22 A. Aqua would extend water lines into the City of New Franklin from its
23 existing lines in the City of Green in Summit County and Jackson

Township in Stark County. These extensions will take place when sufficient interest is shown in the City of New Franklin for the extensions to take place in an economical manner.

Q. What is the projected time frame for providing water service to the New Franklin Territory?

A. Aqua Ohio will provide service when sufficient interest is shown. There is no definite timeline. Aqua Ohio currently serves one customer in the City of New Franklin. The customer is connected to a line located in the City of Green adjacent to the customer's property.

Q. Please describe the terms and conditions upon which Aqua Ohio will provide water service to the customers in the New Franklin Territory?

A. Aqua Ohio will apply all applicable provisions of its current Stark Regional Division tariff to service in this expanded territory.

Q. Will the current Stark Regional Division customers be subsidizing the water rates of the customers in the New Franklin Territory set forth in the Application?

A. No.

Q. To your knowledge, is there any other entity, public or private, that is capable of economically and efficiently providing the facilities and services needed by the public for water service in the territory set forth in Aqua Ohio's Application?

A. No.

1 **Q.** **Thank you, Mr. Kreider. Does this conclude your testimony?**

2 **A.** **Yes, it does.**

**WATER SERVICE AGREEMENT
BETWEEN
AQUA OHIO, INC. and THE CITY OF NEW FRANKLIN**

This Agreement is entered this 1st day of May, 2009, by and between Aqua Ohio, Inc. ("AQUA"), an Ohio public utility, with offices at 870 Third Street NW, Massillon, Ohio 44647, and The City of New Franklin, Ohio ("New Franklin"), with offices at 5611 Manchester Road, Akron, Ohio 44319.

WHEREAS, AQUA is an Ohio public utility corporation in the business of providing a public water supply and water service, including water for fire protection, with operations in western Stark and southern Summit Counties, Ohio, and

WHEREAS, New Franklin seeks from AQUA a public water supply and water service, including water for fire protection, for the inhabitants of New Franklin,

NOW, THEREFORE, the parties agree as follows.

1. **WATER SERVICE** During the term of this Agreement and any extensions hereof, and subject to the terms and conditions contained herein, AQUA agrees to provide water service, including water for fire protection, within New Franklin. New Franklin grants AQUA the "right of first refusal" to provide public water service and fire protection within the municipal boundaries of New Franklin in accordance with the terms of this Agreement. In addition, AQUA will be recognized as the "sole and exclusive provider" for streets where AQUA constructs or owns water mains.

2. **TERM** This Agreement shall be for a term of twenty (20) years, commencing on May 1, 2009. Upon the expiration of such twenty (20) year term, this Agreement shall automatically renew for successive ten (10) year extension terms, such term not to exceed ninety nine (99) years, provided, however, either New Franklin or AQUA may terminate this Agreement at the end of the initial term or the end of any successive renewal term upon giving the other party at least twelve (12) months prior written notice of termination, subject, however, to the agreed rights and obligations of the parties upon termination as set forth in Paragraph 5(a) in this Agreement.



3. **OBLIGATIONS OF AQUA**

A. **Provide Water Service and Water for Fire Protection**

AQUA shall design, construct, maintain, repair, and replace as necessary any water supply and distribution system infrastructure constructed within the municipal boundaries of New Franklin as designated by this Agreement and as further agreed to in writing from time to time. AQUA's operations, procedures, rules and regulations shall be as set forth in Aqua Ohio, Inc.'s Master Tariff P.U.C.O. No. 1 and applicable rules and regulations incorporated thereunder and successor Tariffs thereto, except as set forth otherwise in this Agreement, and except as may be otherwise established from time to time by New Franklin ordinances, subject to acceptance by AQUA. AQUA shall comply with any and all applicable federal and state laws and administrative rules governing potable water suppliers and distribution systems, and AQUA will strive to implement best available technology and practices in order to operate the water system efficiently and in accordance with accepted standards in the industry.

B. **Initial Construction of Water Mains**

Within thirty (30) days following the commencement of this Agreement, AQUA will meet with New Franklin to prioritize construction of the waterlines identified in the Request for Proposal (RFP). Those waterlines would include mains installed along SR 619 (Turkeyfoot Lake Road), SR 93 (Manchester Road), portions of West Nimisila Road and South Main Street. AQUA will commit to spend at least \$1,000,000, depending on the level of participation from adjacent property owners, applicable agreements with customers, and/or the City's ability to obtain additional funding, toward the construction of those waterlines. Waterlines and appurtenances designed by AQUA shall be approved by the City of New Franklin engineer prior to the start of construction. The date of substantial completion of the water mains is hereinafter referred to as the "Effective Date".

C. **Additional Capital Commitment**

AQUA will commit to spend \$100,000 annually on construction of waterline projects to be determined by New Franklin. This commitment will remain in effect for as long as water rates are negotiated locally and not set by the Public Utilities Commission of Ohio. AQUA reserves the right to determine the projects in the event New Franklin has not done so by July 15 of each year. There

will be no carryover of funding from one year the next without the agreement of both parties. The commitment will increase by ten percent (10%) at the end of each five year period following the date of this agreement.

4. **OBLIGATIONS OF NEW FRANKLIN**

A. **Exclusive Provider**

New Franklin hereby grants an exclusive "right of first refusal" to AQUA to own, operate, maintain and/or control a water system and the exclusive "right of first refusal" to provide water service to customers within the municipal boundaries of New Franklin. During the term of this Agreement and any extension hereof, New Franklin shall not grant any franchise or right to any person, firm, corporation, or governmental subdivision to own, operate, maintain or control a water system within New Franklin or engage in such activity itself unless AQUA has agreed to not provide service to such area.

B. **Encourage Connection**

Upon commencement of this Agreement, New Franklin shall introduce and consider legislation which will require inhabitants or owners of properties adjoining the AQUA water system both as initially constructed and as thereafter extended in New Franklin to connect with said system, rather than drilling any new private wells, or engaging in the replacement of any existing wells.

C. **Connection Charges on AQUA-Financed Mains**

Connection charges for applicants for water service situated along mains constructed by developer contributions or other contributions shall be in accordance with AQUA Master Tariff P.U.C.O. No. 2, and procedures contained in the Ohio Administrative Code regarding water main extensions. AQUA may establish, when constructing a water main at AQUA's cost (including the initial improvements described in Paragraph 3(B) above), which will make available for those situated along such main public water service not otherwise available, for the term so this agreement and any extension thereof, either a lot connection charge or a per-foot frontage charge to be collected from each applicant for water service having frontage along said main, which charge shall be computed and collected as follows:

- i. **Lot Connection Charge** The lot connection charge shall be computed by

taking AQUA's total cost of said main (provided, however, if a main is larger than 8 inches, then the estimated cost of a main of 8 inches shall be only considered) and dividing such cost by the total number of lots receiving service from the main.

ii. **Front Footage Charge** A front footage charge shall be computed by taking AQUA's total cost of said main (provided, however, if a main is larger than 8 inches, then the estimated cost of a main of 8 inches shall be only considered) and dividing such cost by the total number of feet of benefited frontage on the property fronting said main. "Benefited frontage" shall be developable or usable frontage situated along a main.

For each project in the City of New Franklin, AQUA and New Franklin will agree on which connection charge shall apply.

D. **Rates** Rates charged by AQUA during the initial term of and any extensions to this Agreement to customers within New Franklin shall be the same as rates generally charged to customers within AQUA's Stark Regional Division plus any surcharges authorized by New Franklin.

E. **Water Transmission Rights** New Franklin acknowledges that the AQUA water system and any water systems or improvements owned or utilized by AQUA within New Franklin, whether by management agreement, lease, or otherwise, may be used by AQUA to transmit water through New Franklin to portions of AQUA's water system outside New Franklin. New Franklin agrees that upon any termination of this Agreement or any extension hereof for any reason whatsoever, the right of AQUA to continue to transmit water through the water system located in New Franklin to portions of AQUA's system located outside New Franklin shall remain in effect, regardless of ownership of the distribution system or any portions thereof within New Franklin, upon AQUA's paying a transmission fee of ten cents (\$0.10) per thousand gallons of water so transmitted through the New Franklin system. Such fee will be increased by ten percent (10%) at the end of each five year period following the date of this Agreement. AQUA agrees that such transmission shall not negatively affect water service and pressures within New Franklin.

F. **Use of New Franklin Streets and Rights-of-Way** New Franklin hereby conveys to AQUA the right and authority to utilize New Franklin's streets and roads, and alleys and rights-of-

way in active public use for purposes of locating water mains and appurtenances and improvements thereto. AQUA shall, except in case of emergency, provide reasonable prior notice to New Franklin and comply with applicable permit requirements prior to opening any street or road within New Franklin. Restoration of any streets, roads, alleys and rights-of-way shall be the sole responsibility of AQUA.

G. Relocation New Franklin shall be responsible for the costs of relocation of any AQUA-owned water distribution improvements necessitated by or pursuant to any request from New Franklin or the State of Ohio, including, but not limited to street widening or relocation.

H. City Connections New Franklin will arrange for application and connection for water service from AQUA, when it becomes available, for any New Franklin properties using water located along the AQUA system. New Franklin shall be subject to the normal front footage or lot charges, and other customer charges and fees.

5. MUTUAL OBLIGATIONS OF NEW FRANKLIN AND AQUA

A. Requirements upon Termination Upon termination of this Agreement or any extensions hereof for any reason by New Franklin, and in the event of the taking by New Franklin of all or part of the system owned by AQUA by eminent domain, New Franklin shall purchase any and all water distribution and supply property, real, personal or mixed, owned by AQUA within New Franklin, including contributed property, developer-financed property, or property obtained from whatever source, including OWDA-financed or owned property, the price to be determined on the basis of replacement cost new, less actual observed depreciation, measured as of the time of Agreement termination.

Upon termination of this Agreement or any extension hereof for any reason by AQUA, New Franklin shall purchase any and all water distribution and supply property, real, personal or mixed, owned by AQUA within New Franklin, including contributed property, developer-financed property, or property obtained from whatever source, including OWDA-financed or owned property, the price to be determined on the basis of AQUA's original cost new, less actual observed depreciation, measured as of the time of Agreement termination.

hereof.

6. **MISCELLANEOUS PROVISIONS**

A. **Notices** Notices to be given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid. Notices required to be given to AQUA shall be addressed as follows:

James H. Purtz, Vice President/Division Manager
Aqua Ohio, Inc.
870 Third Street NW
Massillon, OH 44647

Notices required to be given to New Franklin shall be addressed as follows:

Al Bolas, Mayor
City of New Franklin
5611 Manchester Road
Akron, OH 44319-4200

or to such other address or addresses and to such individuals as may be specified by either party by prior written notice.

B. **Severability** The parties agree that this document constitutes their entire agreement, and that this Agreement is severable and that should any provision hereof be found to be invalid or unlawful, the remaining provisions of this Agreement shall remain in full force and effect, and be binding at all times upon the parties hereto.

C. **Legislative Procedure** This Agreement is attached to and incorporated with New Franklin's Resolution No. ____, and New Franklin represents that all actions of New Franklin, including the actions of New Franklin's council and administrative officers concerning and relating to the passage of said Ordinance were adopted in open meetings of council in compliance with Ohio Revised Code Section 121.22, and that such legislation was not passed as an emergency measure, but was subject to a thirty (30) day period before taking effect, and that New Franklin has full authority under New Franklin's laws and regulations and under all applicable laws to enter this Agreement.

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Aqua :
Ohio, Inc. For Approval to amend the :
Certificate of Convenience and Necessity : Case No. 11-_____-WW-AAC
For The Stark Regional Division (Number :
32) to Expand the Territory to which Aqua :
Ohio, Inc.'s Stark Regional Division :
Provides Water Service. :

TESTIMONY OF

JAMES H. PURTZ

**ON BEHALF OF
AQUA OHIO, INC.
STARK REGIONAL DIVISION**

1 **Q. Mr. Purtz, would you please state your name and business address?**

2 A. James H. Purtz, 870 Third Street, NW, Massillon, Ohio 44647

3 **Q. Mr. Purtz, by whom are you employed and in what capacity?**

4 A. I am employed by Aqua Ohio, Inc. ("Aqua Ohio") as Area Manager of the
5 Stark Regional Division.

6 **Q. Will you please briefly outline your educational, professional and**
7 **business experience?**

8 A. Education:

9 I am a 1973 graduate of Ohio University with a Bachelor of Science
10 degree in Civil Engineering. In 1977, I received a Bachelor of Science
11 degree in Business Administration from Franklin University. I have been
12 employed by Aqua Ohio since 1984 and have been the Area Manager of

1 the Stark Regional Division since 1995. I am a registered professional
2 engineer in the State of Ohio.

3 **Q. Having worked in the private water supply business and in Northeast**
4 **Ohio with Aqua Ohio for an accumulated period of over twenty six**
5 **years, do you feel that you have expertise in operating a water**
6 **service company and delivering water service to homes and**
7 **businesses?**

8 A. Yes, I do.

9 **Q. What is the purpose of your testimony in this proceeding?**

10 A. Aqua Ohio has filed the instant Application of Aqua Ohio, Inc. for Approval
11 to amend the Certificate of Convenience and Necessity for the Stark
12 Regional Division (Number 32) to expand the territory to which Aqua Ohio,
13 Inc.'s Stark Regional Division provides water service ("Application").

14 **Q. Can you please describe the territory set forth in Aqua Ohio's**
15 **Application?**

16 A. The territory includes the entire City of New Franklin located in Summit
17 County, Ohio ("New Franklin Territory"). The accurate legal description of
18 the territory is set forth in Aqua Ohio's Application.

19 **Q. To your knowledge, is there a present and continuing need by the**
20 **public for water service in both of the territories set forth in Aqua**
21 **Ohio's Application?**

22 A. Yes.

1 **Q. What is the factual basis for your conclusion that there is a present**
2 **and continuing need by the public for water service in the New**
3 **Franklin Territory?**

4 A. Aqua Ohio had discussions with New Franklin city officials for several
5 years concerning the need for public water service in the City of New
6 Franklin. In April, 2007, the City of New Franklin's engineering firm
7 published a Water Supply Study indicating the desire for public water
8 service in the City. In May, 2009, Aqua Ohio entered into an agreement
9 with the City of New Franklin to provide water service to the City.

10 **Q. Please describe how Aqua Ohio intends to provide water service to**
11 **the New Franklin Territory economically and efficiently?**

12 A. Aqua Ohio would extend water lines into the New Franklin Territory from
13 existing lines in the City of Green in Summit County and Jackson
14 Township in Stark County. These extensions will take place when
15 sufficient interest is shown in the New Franklin Territory for the extensions
16 to take place in an economical manner.

17 **Q. What is the projected time frame for providing water service to the**
18 **New Franklin Territory?**

19 A. Aqua Ohio will provide service when sufficient interest is shown. There is
20 no definite timeline. Aqua Ohio does have its first customer in the City of
21 New Franklin. The customer is connected to a line located in the City of
22 Green adjacent to the customer's property.

1 **Q. Please describe the terms and conditions upon which Aqua Ohio will**
2 **provide water service to the customers in the New Franklin**
3 **Territory?**

4 A. Aqua Ohio will apply all applicable provisions of its current Stark Regional
5 Division tariff to serve customers in this expanded territory.

6 **Q. Thank you, Mr. Purtz. Does this conclude your testimony?**

7 A. Yes, it does.