

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter of the Application of Island)	
Waterworks, LLC for a Certificate of Public)	Case No. 17-201-WS-ACE
Convenience and Necessity.)	
)	


**APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY OF ISLAND WATERWORKS, LLC**

In accordance with R.C. 4933.25 and Ohio Adm. Code 4901:1-15-05, Island Waterworks, LLC (Applicant) hereby submits its application for a certificate of public convenience and necessity (Application) to the Public Utilities Commission of Ohio (Commission). In support of this Application, Applicant respectfully states as follows:

1. The Applicant is a for-profit LLC and proposes to engage in the business of maintaining and operating a waterworks and sewage disposal system that renders services in the area of Middle Bass, Ohio as shown and identified on the attached map.
2. The Applicant's principal place of business is located at 1233 Fox Road, Middle Bass, Ohio, 43446, where customers may make requests for service, pay bills, file complaints, and transact any business they may have with the Applicant.
3. The Applicant is making this Application for a certificate of public convenience and necessity to operate a waterworks and sewage disposal system pursuant to R.C. 4933.25 and Ohio Adm. Code 4901:1-15-05.

4. The exhibits, as required by Ohio Adm. Code 4901:1-15-05, are being furnished with, and made a part of this Application for a certificate to operate and maintain a waterworks and sewage disposal system. If a hearing is held, all exhibits will be sponsored by a witness(s) who will testify that the Application and accompanying exhibits were prepared by him/her or under his/her supervision and direction, and that the data contained in the exhibits are correct to the best of his/her knowledge and belief.
5. Applicant requests that the Commission determine the value of the Applicant's rate base, authorize a fair rate of return, prescribe the proper depreciation accrual rates, identify the magnitude of the Applicant's expenses, and make such other findings that are necessary to grant the certificate requested by this Application.
6. Therefore, for the reasons stated herein, and as more fully detailed in the accompanying exhibits, the Applicant respectfully requests that the Commission grant the requested certificate of public convenience and necessity authorizing the Applicant to operate and maintain a waterworks and sewage disposal system.

Respectfully submitted,



Kimberly W. Bojko (0069402)
James D. Perko, Jr. (0093312)
Carpenter Lipps & Leland LLP
280 Plaza, Suite 1300
280 North High Street
Columbus, Ohio 43215
Telephone: 614.365.4100
bojko@carpenterlipps.com

Counsel for Island Waterworks, LLC

EXHIBIT 1

Corporate Information - Ohio Adm. Code 4901:1-15-05(D)(1)

Applicant

Island Waterworks, LLC
1233 Fox Rd.
Middle Bass, OH 43446

Officer(s)

President- Edmund Gudenas

Applicant is a single-member Ohio limited liability company. Island Productions, LLC is the sole member owning 100% of the interest in Island Waterworks, LLC. In turn, Island Waterworks, LLC owns 100% of the assets associated with the waterworks and sewage disposal systems.

Edmund Gudenas, Island Productions, LLC, or Island Waterworks, LLC, hold no other interest in any waterworks company and/or sewage disposal system company, or in any other partnership or corporation that holds an interest in any other waterworks company and/or sewage disposal system company.

ISLAND WATERWORKS, LLC

EXHIBIT 2

Certified Copy of Articles of Incorporation - Ohio Adm. Code 4901:1-15-05(D)(2)

See attached.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/09/2016	201606801164	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	\$9.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

EDMUND GUDENAS
1233 FOX RD
MIDDLE BASS, OH 43446

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3876349

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ISLAND WATERWORKS, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 03/08/2016

Document No(s):

201606801164

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
9th day of March, A.D. 2016.

Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 3/8/2016

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company **ISLAND WATERWORKS, LLC**

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," "or "ltd"

Effective Date
(Optional)

3/8/2016
mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing
of the articles or on a later date specified that is not more than ninety days
after filing)

This limited liability company shall exist for
(Optional)

PERPETUAL

Period of Existence

Purpose
(Optional)

**FOR ANY PURPOSE OR PURPOSES FOR WHICH INDIVIDUALS LAWFULLY MAY ASSOCIATE
THEMSELVES.**

**Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

ISLAND WATERWORKS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

EDMUND GUDENAS

Name of Agent

1233 FOX RD.

Mailing Address

MIDDLE BASS

City

OH

State

43446

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned,

EDMUND GUDENAS

Statutory Agent Name

named herein as the statutory agent

for

ISLAND WATERWORKS, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

EDMUND GUDENAS

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

F. Statutory Agent. The Company's statutory agent and its address are disclosed on the Articles. It may be changed at the discretion of the Manager.

II. Distributions and Allocations.

A. Distributions. The Manager may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to received, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1705.46 of the Ohio LLC Act, the remaining funds of the Company.

B. Allocations. All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. Management Authority.

A. Designation of Manager. The management of the Company shall be vested solely in a Manager designated by the Member, and the Manager will have authority to take any and all actions on behalf of the Company. The Member hereby designates Edmund Guden as initial Manager of the Company. The Manager shall remain in office until the Member revokes or revises the foregoing designation in writing at any time and for any reason or until such Manager resigns by written notice to the Member, dies or is unable to serve. In the event of any such vacancy, the Member may act as Manager.

B. Appointment of Officers. The Manager may, in writing, elect one or more persons to such offices as the Manager may determine and thereby delegate any part or all of the rights, powers, duties, and discretions granted to the Manager. Any such delegation may be either for a specified time or until the delegation is revoked by the Manager in writing. Any person holding more than one corporate office may execute, acknowledge or certify in each such capacity any document or instrument that must be executed, acknowledged or certified by two or more officers.

C. Agents. The Manager may designate in writing any agent(s) who will have actual authority as the Manager determines, and will serve at the Manager's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Manager will retain full concurrent authority with respect thereto.

IV. Transfers of Membership Interest.

A. Permitted Transferees. The Member may assign all or any part of his Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under,

and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV.A.:

1. Death of a Member. Upon the death of a member, the transferee(s) of such member's Membership Interest by reason of such member's death, whether by will, trust, or operation of law;
2. Termination of a Trust. Upon the termination of a trust of which a member is a trustee, the transferee(s) of the trust's Membership Interest by reason of the termination; and
3. Dissolution of a Partnership, Limited Liability Company, Corporation. Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

B. Withdrawal. The Ohio LLC Act provides for the automatic withdrawal of a member upon the occurrence of certain events listed at Sections 1705.15 (C) and (D) and upon the adjudication of a member as an incompetent as provided at Section 1705.15(E), absent a contrary provision in the Company's operating agreement or declaration. The occurrence of such events shall not cause the withdrawal of the Member unless the Manager consents.

V. Tax Matters.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

B. Tax Year. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

VI. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member, Manager, and officers, if any, for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

VII. Dissolution. Notwithstanding anything contained in the Ohio LLC Act to the contrary, the Company will dissolve only upon the occurrence of any of the following events:

A. Agreement. The dissolution of the Company by a Member or Manager;

B. Judicial Dissolution. The entry of a decree of judicial dissolution under Section 1705.47 of the Ohio LLC Act.

VIII. Miscellaneous Provisions.

A. Choice of Law. This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

B. Successor, Assigns. The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. Rights and Remedies. Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

D. Securities Disclosures. The Member represents to the Company that the Member has purchased or holds his membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT THE MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF THE MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

E. Meetings. Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

F. Third Party Beneficiaries. The provisions of this Declaration are intended only for the regulation of the relations of the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF, the Member has made this Declaration effective the day and year first above written.

COMPANY:

MEMBER:

Island Productions, LLC,
an Ohio limited liability company

By: Edmund Gudenas
Edmund Gudenas, Member

Edmund Gudenas
Edmund Gudenas

DECLARATION OF SOLE MEMBER

ISLAND WATERWORKS, LLC

an Ohio Limited Liability Company

MEMBER: **Island Productions, LLC**, an Ohio limited liability company
(the "**Member**")

THE COMPANY: **Island Waterworks, LLC** (the "**Company**")

EFFECTIVE DATE: **January 1, 2017** (the "**Effective Date**")

The Company has been formed as a single member limited liability company under Ohio law, in particular, Chapter 1705 of the Ohio Revised Code, as amended from time to time (the "**Ohio LLC Act**"), and will be governed and operated accordingly. The Member has filed, or caused to be filed, the Articles of Organization (the "**Articles**") with the Ohio Secretary of State, which completed the steps necessary to form the Company. Now, the Member makes this "**Declaration**" to govern the organization and operation of the Company's business, to be effective on the Effective Date provided above.

I. General Provisions.

A. Purpose. The Company has been formed for the purposes of engaging in and taking any and all lawful acts concerning any and all lawful businesses for which limited liability companies may be organized pursuant to the Ohio LLC Act.

B. Name. The Company will carry on business under the name stated above, or under such other name as the Member determines, from time to time.

C. Principal Office. The principal office of the Company will be at 1233 Fox, Middle Bass, Oh 43446, unless and until the Manager determines otherwise.

D. Membership Interest. The Company shall be authorized to issue a single class of Membership Interest (as defined in the Ohio LLC Act) (the "**Membership Interest**"), including any and all benefits to which the holder of such Membership Interest may be entitled in this Declaration, together with all obligations of such person to comply with the terms and provisions of this Declaration.

E. Capital Contribution. Prior to the Effective Date, the Member made an initial capital contribution to the Company in exchange for its Membership Interest. The Member may contribute such additional cash or property to the capital of the Company as the Member may from time to time decide.

F. Statutory Agent. The Company's statutory agent and its address are disclosed on the Articles. It may be changed at the discretion of the Manager.

II. Distributions and Allocations.

A. **Distributions.** The Manager may cause the Company to distribute any cash held by it which is not reasonably necessary for the operation of the Company to the Member at any time. Upon the occurrence of an event set forth in Article VII hereof, the Member shall be entitled to received, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 1705.46 of the Ohio LLC Act, the remaining funds of the Company.

B. **Allocations.** All the profits, losses, income, gains, deductions, credits or similar items of the Company are allocated solely in the Member, absent a contemporaneous or subsequent written declaration of the Member to the contrary.

III. Management Authority.

A. **Designation of Manager.** The management of the Company shall be vested solely in a Manager designated by the Member, and the Manager will have authority to take any and all actions on behalf of the Company. The Member hereby designates Edmund Guden as initial Manager of the Company. The Manager shall remain in office until the Member revokes or revises the foregoing designation in writing at any time and for any reason or until such Manager resigns by written notice to the Member, dies or is unable to serve. In the event of any such vacancy, the Member may act as Manager.

B. **Appointment of Officers.** The Manager may, in writing, elect one or more persons to such offices as the Manager may determine and thereby delegate any part or all of the rights, powers, duties, and discretions granted to the Manager. Any such delegation may be either for a specified time or until the delegation is revoked by the Manager in writing. Any person holding more than one corporate office may execute, acknowledge or certify in each such capacity any document or instrument that must be executed, acknowledged or certified by two or more officers.

C. **Agents.** The Manager may designate in writing any agent(s) who will have actual authority as the Manager determines, and will serve at the Manager's pleasure. Unless provided otherwise in writing, such agents' authority will be non-exclusive and the Manager will retain full concurrent authority with respect thereto.

IV. Transfers of Membership Interest.

A. **Permitted Transferees.** The Member may assign all or any part of its Membership Interest (an assignee of such Membership Interest is hereinafter referred to as a "Permitted Transferee"). The Member has the authority to give a Permitted Transferee the right to be admitted as a substituted member upon such assignment and Permitted Transferee's agreement in writing to assume all obligations of the transferring Member as a Member under,

and to be bound by, this Agreement, to the extent of the transferred Membership Interest. The following transferee(s) shall be Permitted Transferees who have been given the right to become substituted members by the Member upon assignment in accordance with this Section IV.A.:

1. Death of a Member. Upon the death of a member, the transferee(s) of such member's Membership Interest by reason of such member's death, whether by will, trust, or operation of law;
2. Termination of a Trust. Upon the termination of a trust of which a member is a trustee, the transferee(s) of the trust's Membership Interest by reason of the termination; and
3. Dissolution of a Partnership, Limited Liability Company, Corporation. Upon the dissolution of a partnership, limited liability company, corporation, or other entity that is a member, or the revocation of the charter of a corporation that is a member, the transferee(s) of such entity's Membership Interest by reason of such dissolution or revocation.

In any event where more than one person admitted as a member, such members shall endeavor to promptly adopt an appropriate operating agreement.

B. Withdrawal. The Ohio LLC Act provides for the automatic withdrawal of a member upon the occurrence of certain events listed at Sections 1705.15 (C) and (D) and upon the adjudication of a member as an incompetent as provided at Section 1705.15(E), absent a contrary provision in the Company's operating agreement or declaration. The occurrence of such events shall not cause the withdrawal of the Member unless the Manager consents.

V. Tax Matters.

A. Accounting Method. The Company will adopt a method of accounting in compliance with the requirements of the Internal Revenue Code.

B. Tax Year. The Company adopts a calendar year for financial accounting and tax purposes.

C. Disregarded Status. Absent a future written declaration of the Member or agreement with the Member to the contrary, the Company intends to qualify for federal taxation as a sole proprietorship, disregarding the entity as separate from its owner for purposes of federal taxation only, and has relied on such tax treatment in accordance with the default provisions of Treas. Reg. section 301.7701-1. The Company will take the action necessary to provide similar state and local treatment, to the extent available. The Member and the Company intend that the terms and undertakings of the Declaration be construed liberally in favor of this expressed intent.

VI. Indemnification. It is the Company's intention to and it hereby agrees to indemnify the Member, Manager, and officers, if any, for their conduct, to the fullest extent possible under the Ohio LLC Act. In addition, it is the Company's intention and it hereby agrees to pay for or reimburse the reasonable expenses (including attorney fees, judgments, fines, and amounts paid in settlement) ("Expenses") to the fullest extent possible under the Ohio LLC Act. The indemnification and reimbursement of Expenses authorized herein shall not be exclusive to any other rights to which any person may be entitled.

VII. Dissolution. Notwithstanding anything contained in the Ohio LLC Act to the contrary, the Company will dissolve only upon the occurrence of any of the following events:

A. Agreement. The dissolution of the Company by a Member or Manager;

B. Judicial Dissolution. The entry of a decree of judicial dissolution under Section 1705.47 of the Ohio LLC Act.

VIII. Miscellaneous Provisions.

A. Choice of Law. This Declaration for all purposes shall be construed under and governed by the laws of the State of Ohio.

B. Successor, Assigns. The term and provisions of this Declaration inure to the benefit of, are binding upon and are enforceable by the heirs, personal representatives, successors and assigns of the Member and the Company.

C. Rights and Remedies. Nothing express or implied in this Declaration is intended or is to be construed to confer upon or give to any person or entity (other than the Member or the Member's successors-in-interest, if any, in accordance with the provisions of this Declaration), any rights or remedies hereunder or by reason hereof.

D. Securities Disclosures. The Member represents to the Company that the Member has purchased or holds its membership interest in the Company for long-term investment purposes and not for resale, and intends to hold such membership interest for investment for the Member's own account and does not intend to dispose of such membership interest or any part thereof or any interest therein. THE MEMBER REPRESENTS TO THE COMPANY THAT THE MEMBER IS AWARE THAT THE MEMBERSHIP INTEREST WAS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS, AND THAT THE MEMBER MAY NOT SELL OR OTHERWISE TRANSFER ALL OR ANY PART OF THE MEMBERSHIP INTEREST EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO APPLICABLE AND PERFECTED EXEMPTIONS THEREFROM.

E. **Meetings.** Except as otherwise required by the Ohio LLC Act, (a) the Company will not be required to hold meetings of the Member; and (b) if a meeting of the Member is required or desired, any action which may be authorized or taken at such meeting, may be authorized or taken without a meeting in a writing or writings signed by the Member.

F. **Third Party Beneficiaries.** The provisions of this Declaration are intended only for the regulation of the relations of the Member and the Company and are not intended for the benefit of nonmember creditors and does not grant any rights to, or confer any benefits on, nonmember creditors or any other person who is not a member of the Company.

IN WITNESS WHEREOF, the Member has made this Declaration effective the day and year first above written.

COMPANY:

Island Waterworks, LLC,
an Ohio limited liability company

By: Edmund Gudenas for Island Productions, LLC
Island Productions, LLC, an Ohio limited liability company
Its, Member

By: Edmund Gudenas
Edmund Gudenas, Manager

_____)
_____)
_____)

Before me, a Notary Public in and for said country and region, personally appeared the above named Edmund Gudenas, who acknowledged that he did sign the foregoing instrument as a manager of Island Productions, LLC and that the same is his free act and deed on behalf of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Saint-Barthelemy Ohio, this 13 day of January, 2017.



_____)
_____)
_____)

GIFFREDO Michel
Notary Public



Before me, a Notary Public in and for said country and region, personally appeared the above named Edmund Gudenas, who acknowledged that he did sign the foregoing instrument as a manager of Island Waterworks, LLC and that the same is his free act and deed on behalf of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Saint-Barthelemy Ohio, this 13 day of January 2017.


_____)
_____)
_____)

GIFFREDO Michel
Notary Public



CAPITAL CONTRIBUTION AGREEMENT

THIS CAPITAL CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2017 (the "Effective Date") by and between Island Waterworks, LLC, an Ohio limited liability company (the "Company") and Island Productions, LLC, an Ohio limited liability company (the "Member").

Background Information

- A. The Member is the sole member of the Company.
- B. The Member seeks to contribute certain assets to the Company as set forth herein as consideration for its membership interest in the Company.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

- 1. Contributions. The Member hereby agrees to contribute, convey, assign, transfer and deliver, and the Company agrees to accept, the Member's water-related and sewer-related assets, as particularly described, and for the value set forth, on Exhibit A attached hereto (the "Assets"). The contribution of the Assets shall be made by the Member as soon as reasonably practicable, and such contribution shall be effective as of the Effective Date.
- 2. Further Assurances. From time to time, and without any further consideration, the parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, and other documents, and to do all such other acts and things as may be necessary or appropriate (a) to assure that the applicable parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, (b) to vest in the applicable parties and their respective successors and assigns beneficial and record title to the interests contributed and assigned by this Agreement or intended to be so and (c) carry out the purposes and intent of this Agreement.
- 3. Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 4. No Third Party Rights. The provisions of this Agreement are intended to bind the parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.
- 5. Entire Agreement. This Agreement and the instruments referenced herein supersede all previous understandings or agreements among the parties, whether oral or written, with

respect to the subject matter of this Agreement and such instruments. This Agreement and such instruments contain the entire understanding of the parties with respect to the subject matter hereof and thereof.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year written above.

MEMBER:

Island Productions, LLC
an Ohio limited liability company



By: Edmund Gudenas
Title: Manager

COMPANY:

Island Waterworks, LLC,
an Ohio limited liability company



By: Edmund Gudenas
Title: Manager

EXHIBIT A

Contributed Assets

(see attached)

Exhibit A

WATER AND WASTEWATER SYSTEMS PROJECT COST

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
WATER SYSTEM					
1	2" WATER MAIN	LF	870	\$ 25.00	\$ 21,750.00
2	3" WATER MAIN	LF	3,251	\$ 30.00	\$ 97,530.00
3	WATER CONNECTION	EACH	72	\$ 1,000.00	\$ 72,000.00
4	3" RAW WATER MAIN	LF	325	\$ 25.00	\$ 8,125.00
5	4" RAW WATER MAIN	LF	555	\$ 30.00	\$ 16,650.00
6	RAW WATER WELL	EACH	2	\$ 11,550.00	\$ 23,100.00
7	10,000 GAL CLEAR WELL	LUMP	1	\$ 13,808.00	\$ 13,808.00
8	WATER TREATMENT PLANT W/PUMPS & CONTROLS	LUMP	1	\$ 77,612.00	\$ 77,612.00
TOTAL WATER SYSTEM					
					\$ 330,575.00
WASTEWATER SYSTEM					
1	6" SANITARY SEWER	LF	359	\$ 70.00	\$ 25,130.00
2	8" SANITARY SEWER	LF	3,199	\$ 80.00	\$ 255,920.00
3	3" FORCE MAIN	LF	647	\$ 30.00	\$ 19,410.00
4	4" FORCE MAIN	LF	720	\$ 40.00	\$ 28,800.00
5	SANITARY PUMP STATION (EAST END OF SITE)	LUMP	1	\$ 29,000.00	\$ 29,000.00
6	70,000 GPD WASTEWATER TREATMENT PLANT	LUMP	1	\$ 354,000.00	\$ 354,000.00
7	SANITARY MANHOLE	EA	18	\$ 4,000.00	\$ 72,000.00
8	SANITARY CONNECTION	EA	70	\$ 1,500.00	\$ 105,000.00
TOTAL WASTEWATER SYSTEM					
					\$ 889,260.00

SUBTOTAL \$ 1,219,835.00

COMMERCIAL GROUND LEASE AGREEMENT

THIS COMMERCIAL GROUND LEASE AGREEMENT (the "Lease") is made this 11th day of January, 2017 by and between Island Productions, LLC, an Ohio limited liability company (the "Lessor"), and Island Waterworks, LLC, an Ohio limited liability company (the "Lessee"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Premises.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor the certain real property described on Exhibit A attached hereto (the "Premises").
2. **Term.** The initial term of the Lease shall be for thirty two (32) years, commencing January 15, 2017 and ending January 15, 2049. Thereafter, the Lease shall automatically extend for successive 1 year terms.
3. **Termination and Right to Purchase.** At any time during the initial term or any renewal terms, the Lessee may terminate this Lease upon 90 days written notice to the Lessor. Lessee shall have the right or option to purchase the Premises, including any easement or right of way necessary to access the Premises, during the initial term or any renewal term, at fair market value, as determined by an independent, third party appraisal. Any consideration for the purchase of the Premises shall also include consideration for the grant of any easement or right of way necessary to access the Premises.
4. **Rent.** The Lessee shall pay to Lessor as rent \$33,000.00 per year in equal monthly installments of \$2,750.00 payable on the fifteenth day of each month beginning January 15, 2017. All fees for services provided by Lessor to Lessee, as such fees may change from time to time, and all other sums, liabilities, obligations, and other amounts which Lessor may pay or discharge related to the Premises, shall be paid or reimbursed by Lessee and shall constitute additional rent hereunder.
5. **Taxes.** Lessee shall pay its pro rata share of property taxes for the Premises.
6. **Use.** Lessee shall use and occupy the Premises only as a water and sewage utility, subject at all times to the approval of the Lessor.
7. **Access.** Lessor hereby grants to Lessee a nonexclusive easement and right of way while this Lease is in effect over and across any roads or driveways owned by Lessor for access to and from the Premises.
8. **Insurance.** The Lessee shall purchase and maintain, at its own expense, appropriate amounts of insurance on the Premises, including, but not limited to, general liability, property, fire, casualty coverages.
9. **Legal Requirements.** The Lessee shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the Premises.

10. Assignment. Neither party to this Lease shall assign its interest without the prior written consent of the other party. Neither party shall unreasonably withhold their consent.
11. Default. Upon default in any term or condition of this Lease, the Lessor shall have the right to undertake any or all other remedies permitted by applicable law, including the immediate termination of the Lease.
12. Bankruptcy. Lessee covenants and agrees that if, at any time, Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state thereof, or makes a general assignment for the benefit of creditors, or if a receiver of Lessee's property in the premises is appointed and shall not be discharged within sixty (60) days of such appointment, then Lessor may, at its option, declare this Lease terminated and shall be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the United States Bankruptcy Code, then Lessor shall be entitled to all the rights and remedies accorded landlords, including, without limitation, those set forth in Section 365 of said Code.
13. Indemnification. Lessee shall indemnify, defend, protect and hold harmless Lessor, its successors and assigns, managers, employees and officers ("Indemnified Parties"), from and against, and shall reimburse the Indemnified Parties for, all liabilities, obligations, losses, claims, damages, fines, penalties, costs, charges, judgments and expenses, which may be imposed upon or incurred or paid by or asserted against such Indemnified Parties caused by Lessee's negligent acts or omissions related to its use of the Premises, including Lessee's contractors, subcontractors, or employees, occurring during any term of this Lease and any time thereafter Lessee retains possession of the Premises including, but not limited to the following: (a) any accident, injury, death or damage to any person or property occurring in, on or about the Premises; (b) all construction and any changes, alterations, repairs and anything done in, on or about the Premises or any part thereof in connection with such construction, changes, alterations and repairs; (c) any act or omission on the part of Lessee or any of its agents, contractors, subcontractors, employees, sublessees, or licensees; (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; and (e) the use, occupancy, operation or condition of the Premises, or of any buildings or other structures now or hereafter situated thereon, or the fixtures or personal property thereon or therein.
14. Successors and Assigns. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.
15. Waiver. No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16. No Third Party Rights. The provisions of this Lease are intended to bind the parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Lease.
17. Entire Agreement. This Lease and the instruments referenced herein supersede all previous understandings or agreements among the parties, whether oral or written, with respect to the subject matter of this Lease and such instruments. This Lease and such instruments contain the entire understanding of the parties with respect to the subject matter hereof and thereof.
18. Amendment or Modification. This Lease may be amended or modified at any time or from time to time only by a written instrument, specifically stating that such written instrument is intended to amend or modify this Lease, signed by each of the parties.
19. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principles of conflicts of law.

[signatures appear on the following page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease, effective as of the date of this Lease, each acknowledging receipt of any executed copy hereof.

LESSOR:

Island Promotions, LLC

By: Edmund Gudenas
Edmund Gudenas, Manager

LESSEE:

Island Waterworks, LLC

By: Edmund Gudenas
Edmund Gudenas, Manager

Vu par le Notaire soussigné, Me Michel
CUFFREO, Notaire associé de la SCP
SIMORRE Alain et CUFFREO Michel
à SAINT-BARTHELEMY (COM), pour la
certification matérielle de la signature de
M^{re} GUDENAS Edmund
telle qu'apposée ci-dessus.
A SAINT-BARTHELEMY
Le 13 janvier 2017




EXHIBIT A

The real property identified in the attached map under the following descriptions:

- Treatment Plant Easement 0.4179 acres
- Water Tank Easement 0.0863 acres
- Well #1 Easement 0.0001 acres
- Well #2 Easement 0.0001 acres
- Lift Station Easement 0.0084 acres



ISLAND WATERWORKS, LLC

EXHIBIT 3, 3A and 3B

Financial Statements - Ohio Adm. Code 4901:1-15-05(D)(3)

See attached.

2016 Balance Sheet

FERC Acct.		
101	Total Utility Plant	\$1,114,470
115	Depreciation and Amortization	<u>\$315,883</u>
	Net Utility Plant	\$798,587
131	Cash	\$0
142	Customer Accounts Receivable	\$26,095
144	Accumulated Provision for Uncollectible Accounts	<u>\$0</u>
	<u>Total Assets and Other Debts</u>	\$824,682
216	Unappropriated Retained Earnings	\$0
218	NonCorporate Proprietorship	\$824,682
221	Bonds	\$0
222	Reacquired Bonds	\$0
223	Advances from Associated Companies	\$0
224	Other Long-Term Debt	\$0
231	Notes Payable	\$0
232	Accounts Payable	\$0
234	Accounts Payable to Associated Companies	\$0
235	Customer Deposits	\$0
236	Taxes Accrued	<u>\$0</u>
	<u>Total Liability Plus Equity Capital</u>	\$824,682

ISLAND WATERWORKS, LLC

EXHIBIT 4 and 4A

Pro Forma Income Statements - Ohio Adm. Code 4901:1-15-05(D)(4)

See attached.

2015/2016 Income Statement

Receipts	
Condominium Association	\$17,222
Island Productions, LLC	<u>\$28,300</u>
<u>Total Receipts</u>	\$45,521

	Based on			
	<u>8 months</u>			
Licensed Operator	\$27,197	2-Jun	Average of 2014 and 2015	
Daily Operator	\$3,600	2-Jun	Daily operator @ \$15/day	
Maintenance and repairs	\$12,176	18-Dec	2016	
Legal	\$9,791	18-Dec	2016	
Electric	\$6,211	2-Jun	2015	Sewer Plant
	\$848	2-Jun	2015	Pump Station
	\$12,051	2-Jun	2015	Water Plant
Professional Services	\$2,545	18-Dec	2016	
Lease	\$1,000	18-Dec	2016	
Supplies	\$536	18-Dec	2016	
Shipping	\$179	18-Dec	2016	
Propane	\$800	2-Jun	estimate	
Chemicals	\$500		estimate	
Property Insurance	\$2,000		estimate	
Property Tax	<u>\$3,000</u>	Due July 2016	estimate	Total tax for full year is \$14,293.61
<u>Total paid out expenses</u>	\$82,435			

Administration	\$50,000
Depreciation	\$16,836
Return	\$75,393
Revenue conversion	<u>\$124,398</u>
	\$273,668
Gross Receipts Tax	<u>\$11,812</u>
<u>Total paid and unpaid expenses</u>	\$285,480

ISLAND WATERWORKS, LLC

EXHIBIT 5

Tariff Sheets - Ohio Adm. Code 4901:1-15-05(D)(5)

See attached.

Island Waterworks, LLC

**Rates, Rules, and Regulations
Governing Water Service**

P.U.C.O. Tariff No. 1

17-201-WS-ACE

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

Table of Contents

<u>Subject</u>	<u>Section</u>	<u>Sheet No.</u>
Table of Contents	1	1
Subject Index	1	2
Map of Service Territory	1	3
Explanation of Terms	2	1
Rates and Charges	3.1	1
General Regulations Governing Service		
Compliance with Ohio Administrative Code	3.2	1
Ownership and Maintenance	3.2	1
Billing	3.2	1
Application for New Service	3.2	1
Prohibited Connections	3.2	1
Disconnection Procedure	3.2	2
Reconnection of Service	3.2	4
Access to Customer's Premises	3.2	5
Seasonal Service	3.2	5
Complaint Procedure	3.2	5
Special Contracts	3.2	5
Service Lines	3.3	1
Main Extensions	3.4	1
Summary of Customer Rights and Obligations	Appendix A	
Sample Bill	Appendix B	

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

Subject Index

<u>Subject</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
Access to Customer Premises	3.2	5	XXX YY, 2017
Billing	3.2	1	XXX YY, 2017
Complaint Procedure	3.2	5	XXX YY, 2017
Disconnection Procedure	3.2	2	XXX YY, 2017
Explanation of Terms	2	1	XXX YY, 2017
Main Extensions	3.4	1	XXX YY, 2017
Map of Service Territory	1	3	XXX YY, 2017
Ownership and Maintenance	3.2	1	XXX YY, 2017
Prohibited Connections	3.2	1	XXX YY, 2017
Rates and Charges	3.1	1	XXX YY, 2017
Reconnection of Service	3.2	4	XXX YY, 2017
Sample Bill	Appendix B		XXX YY, 2017
Seasonal Service	3.2	5	XXX YY, 2017
Special Contracts	3.2	5	XXX YY, 2017
Service Lines	3.3	1	XXX YY, 2017
Summary of Customer Rights and Obligations	Appendix A		XXX YY, 2017

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

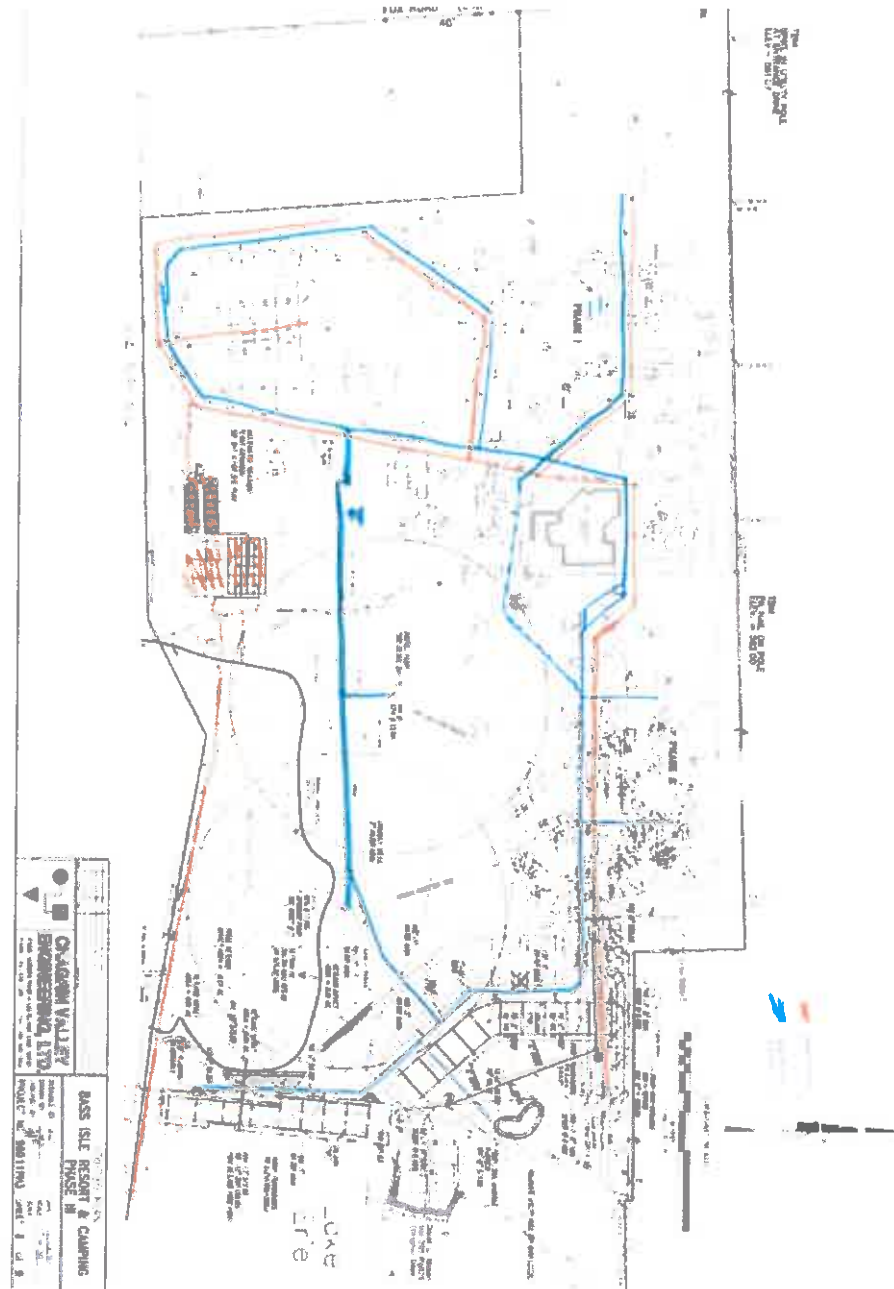
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P.U.C.O. TARIFF NO. 1
Water Service

Map



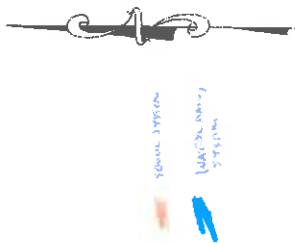
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SEWER SYSTEM
WATER MAIN SYSTEM

TBM
SPW IN UTILITY POLE
AT ENTRANCE DRIVE
ELEV. - 591.07

TBM
FINAL ON POLE
ELEV. - 592.00

RESTAURANT/ OFFICE

PHASE I

Lake Erie

David C. Mason
Vol. 285 Pg. 28
(Original Owner)

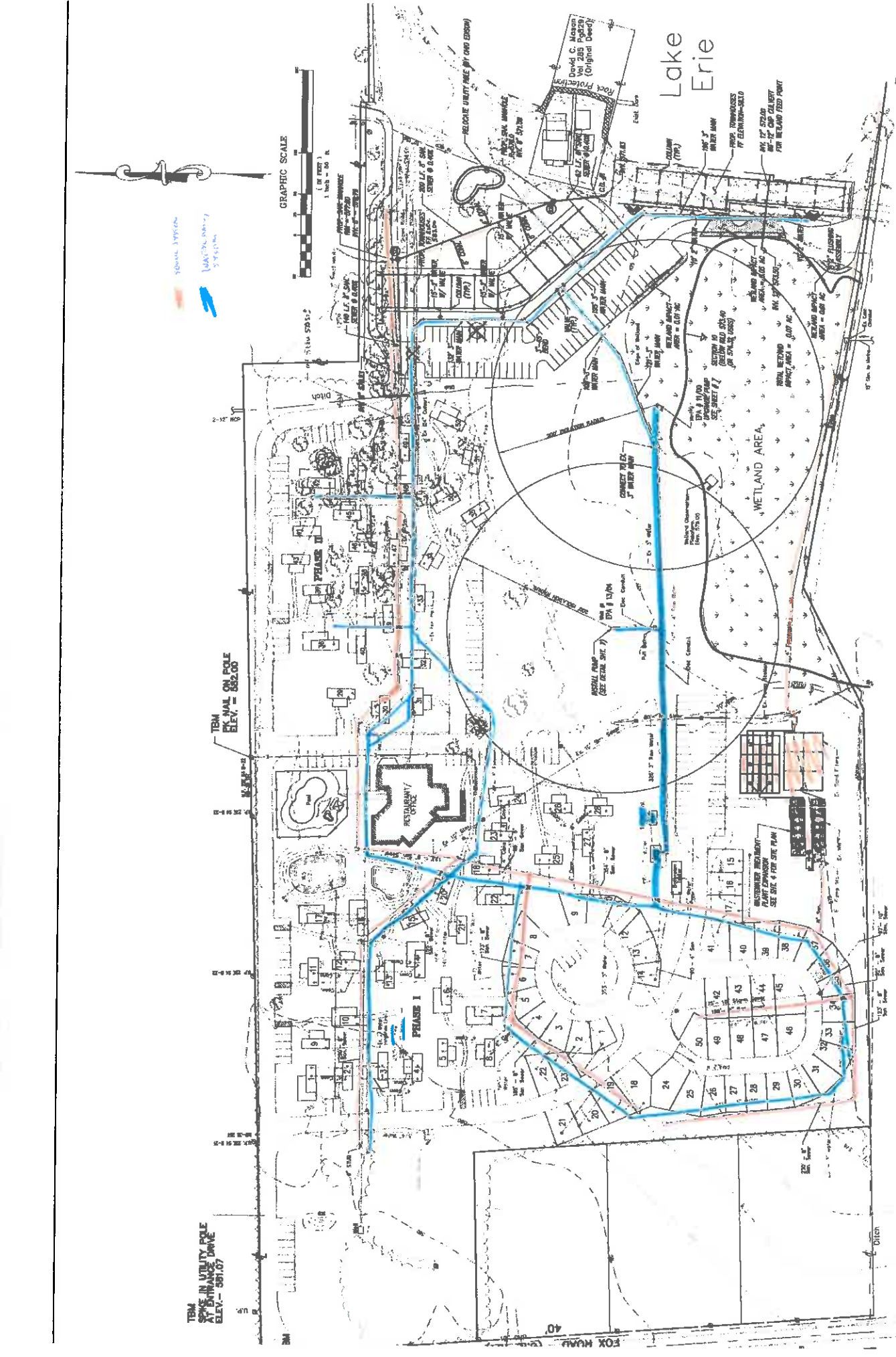
CHAGRIN VALLEY
ENGINEERING, LTD.

2380 ALBERTA ROAD - CLEVELAND, OHIO 44146
PHONE: (216) 451-1991 FAX: (216) 451-1995

UTILITIES PLAN
BASS ISLE RESORT & CAMPING
PHASE III

DESIGNED BY: J.L.F.
CHECKED BY: J.L.F.
DATE: 10/28/97
SCALE: 1" = 50'

PROJECT NO. 96011PM3 SHEET 3 OF 9



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

EXPLANATION OF TERMS

COMMISSION – The Public Utilities Commission of Ohio.

COMPANY – Island Waterworks, LLC.

COMPANY SERVICE LINE – The portion of the service line between the Distribution Main up to and including the curb stop and water outlet connection at or near the property line, right-of-way, easement, maintained at the Cost of the Company.

CONSUMER COMPLAINT – A Customer/consumer contact when such contact necessitates follow-up by or with the Company to resolve a point of contention.

COST – The expenditure by the Company for labor, materials, engineering, supervision, motor vehicles and tools and any other expenditures incidental thereto to the extent that any or all of such items are directly assignable to the particular situation involved, except when modified by the word "estimated", in which case it shall be the estimated expenditure for such item.

CUSTOMER – Any person and/or entity who requests and receives water service from the Company.

CUSTOMER SERVICE LINE – The portion of the service line from the Company's Service Line to the structure or Premises which is supplied, installed, and maintained at the cost of the Customer.

DISTRIBUTION MAIN – A pipe that transports or distributes water from the supply system to the service lines of a water Customer.

OUTAGE – Any interruption of a Company system, other than a Customer Service Line, which causes the cessation of water service.

OWNER – A person or entity holding a fee or life estate, or an undivided interest in the fee or life estate, in any Premises which are, or are about to be, supplied with water service by the Company.

PREMISES – Means the physical property to be serviced. Each of the following, together with the lot or parcel of land upon which it is located, or such portion of such land as is used or held for use with it shall constitute a premises:

- (1) One building, or combination of adjacent buildings of the same ownership designed for single-family occupancy as a residence or apartments, and/or for professional or business purposes.

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

- (2) A combination of adjacent buildings, of the same ownership, and designed for single-family occupancy and/or for professional or business purposes.
- (3) One dwelling unit designed for single-family occupancy, within a double house or within a multiple-unit flat or apartment building.
- (4) Multi-family housing owned by an association which is responsible for all the expenses of the dwellings.
- (5) A single lot, park or playground, without any building thereon.

SERVICE CONNECTION – The connection of a Company Service Line with the Customer's Service Line at or near the property line, which connection enables the Customer to receive service.

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Water Service

RATES AND CHARGES

Seasonal Service

The Company shall maintain water service from April 1st until November 30th of each year for the Residential Facility (Condominium Association). The Company shall maintain water service from April 1st until October 31st of each year for the Non-residential Facility. A Customer may request to receive service beyond the seasonal service period under a Special Contract arrangement mutually agreed upon by the Customer and the Company.

Monthly Charges:

The following rates will be charged to the Customers for water service during the applicable season. All payments are due at the first of each month.

<u>Customer</u>	<u>Base Rate</u>
Residential Facility (Condominium Association)	\$ 14,031.87/ month for the month of April – Nov.
Non-Residential Facility	\$ 9,699.43/ month for the months of April – Oct.

Miscellaneous Charges:

Late Payment Charge

All payments received fifteen (15) days after the due date are considered late and subject to a late payment charge. The late payment charge will equal one and a half percent (1.5%) of the bill amount. The late payment charge will be based on current late charges only. The late payment charge shall not be compounded on future delinquencies.

Reconnection Charge

If service has been disconnected for any reason, the Customer will be charged \$50.00 for any reconnection that takes place during normal business hours of 8:00 A.M. through 5:00 P.M. on all weekdays, except holidays.

The Company may require that the Customer sign an agreement to pay the Company's incurred Costs for reconnection of service if it occurs after normal Company business hours. This fee shall be collected at the time reconnection of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

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Water Service

New Service Charge

The Customer will be responsible for the Cost incurred by the Company for any new service that it requests. The Company may charge the Customer the actual reasonable Cost of labor and material, including any meter that may be required and to subsequently remove the service, minus the salvage value of materials, if any. If the Company charged the Customer before the actual Cost was determined, a refund shall be made if the amount charged exceeds the actual Cost of such labor and material discussed above.

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

GENERAL REGULATIONS GOVERNING SERVICE

COMPLIANCE WITH THE OHIO ADMINISTRATIVE CODE (O.A.C)

Nothing within the Company's tariff shall take precedence over the rules set forth in O.A.C. 4901:1-15-15, unless otherwise specifically ordered by the Commission pursuant to O.A.C. 4901:1-15-02.

OWNERSHIP AND MAINTENANCE

The Distribution Mains including curb stops, valves, and any metering, are the property of the Company, and the Company reserves the right to repair, replace and maintain them, as well as to remove them upon discontinuance of service. The Company does not own and is not responsible for the installation and maintenance of Customer Service Lines.

BILLING

The Company bills its Customers on a monthly basis. Bills will be sent to the Premises served unless the Customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen (15) days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen (15) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the Customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in this tariff. Failure to receive a bill does not relieve the Customer from responsibility for payment.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service; however, a requesting entity may request new service by contacting the Company. The Company does not require a deposit associated with new service. The requesting entity will be responsible for the Cost incurred by the Company for any new service that it requests. The Company may charge the actual reasonable Cost of labor and material, including any meter that may be required and to subsequently remove the service, minus the salvage value of materials, if any. If the requesting entity charged the Customer before the actual Cost was determined, a refund shall be made if the amount charged exceeds the actual Cost of such labor and material discussed above.

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

PROHIBITED CONNECTIONS

The Company will not permit Distribution Mains or Customer Service Lines carrying its water supply to be connected on any Premises with any piping which is connected with any other source of water supply. Nor will the Company permit its Distribution Mains or Customer Services Lines to be connected in any way to any piping, tank, vat, or other apparatus which contains liquids, chemicals, or other matter which may flow back into the Company's mains.

DISCONNECTION PROCEDURES

- (A) Service may not be refused or disconnected to any Customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in this tariff. Service shall not be disconnected to any Customer unless the disconnection conditions in this tariff may be specifically applied to that Customer.
- (B) Service may be refused or disconnected to any Customer or refused to any applicant for service as stated in this paragraph. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.
- (1) No notice is required in any of the following instances:
- (a) For tampering with any Distribution Main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.
 - (b) For connecting the service line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
 - (c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.
- (2) The Customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

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Water Service

(a) For the use of water for any purpose other than for the use of water service upon any Premises other than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.

(b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the Customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the Premises in a conspicuous manner.

(3) The Customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:

(a) For nonpayment of any tarified charges when due or within any additional period for payment permitted by the Company. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.

(b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) above.

(c) For misrepresentation to the Company as to any material fact.

(d) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

(C) Service may not be refused or disconnected to any Customer or refused to any applicant for service for any of the following reasons:

(1) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.

(2) Failure to pay any charge not specified in the Company's tariff.

(3) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer continues to reside at the Premises.

(4) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health or certified pursuant to the certification provisions as specified in O.A.C. 4901:1-15-27.

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Water Service

- (D) The Company (after complying with the conditions set forth in this tariff) may disconnect service during its normal business hours as stated in this tariff; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (E) On the day of disconnection of service, the Company shall provide the Customer with personal notice. If the Customer is not available, the Company shall attach written notice to the Customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the Premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:
- (1) Accept payment in lieu of termination.
 - (2) Dispatch an employee to the Premises to accept payment.
 - (3) Make available to the Customer a means to avoid disconnection.

RECONNECTION OF SERVICE

- (A) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular company business day (4:00 P.M.) after any of the following:
- (1) Receipt by the Company of the full amount of arrears for which service was disconnected.
 - (2) The elimination of conditions that warranted disconnection of service.
 - (3) Agreement by the Company and the Customer on a deferred payment plan and a payment.
- (B) If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reconnection of service is requested the same day, the Customer must notify the Company no later than twelve thirty p.m., and the Customer must make payment in the Company's business office of any arrearages as well as the reinstatement charge listed in Section 3.1 of this tariff.
-

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

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

-
- (2) The Company may require that the Customer sign an agreement to pay the Company's incurred Costs for reconnection of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.
- (C) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this provision unless that bill is more than fourteen (14) days past due.

ACCESS TO CUSTOMER'S PREMISES

- (A) No employees or agents of the Company have or will claim the right to enter into the dwelling or structure of any Customer except by permission granted by a person holding him or herself as being responsible for the dwelling or structure.
- (B) This provision shall not be construed to prevent the Company from discontinuing service to a Customer for the unreasonable denial of access to a structure required for the rendering of utility service in accordance with the Company's tariff. This provision also shall not be construed as limiting or eliminating property rights granted to the Company by easements or other estates or interests in land.
- (C) Any employee or agent of the Company seeking access to a dwelling or structure of a Customer shall voluntarily identify him or herself, provide a Company identification card, and state the reason for the visit. The employee or agent shall, in all cases, direct him or herself to a person holding him or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.

SEASONAL SERVICE

The Company shall maintain water service from April 1st until November 30th of each year for the Residential Facility (Condominium Association). The Company shall maintain water service from April 1st until October 31st of each year for the Non-residential Facility. A Customer may request to receive service beyond the seasonal service period under a Special Contract arrangement mutually agreed upon by the Customer and the Company.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

COMPLAINT PROCEDURES

- (A) The Company shall accept and process both oral and written complaints.
- (B) The Company shall investigate each complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.
- (C) If the complainant is not satisfied with the Company's report(s), the Company shall promptly inform the Customer of the availability of the Commission's complaint handling procedures, including the then current address and the local or toll-free telephone number of the Commission's call center.

SPECIAL CONTRACTS

At any time, any Customer to be served by the Company can request to be served under a Special Contract arrangement. Such Special Contracts shall be mutually agreed to by both the Customer and the Company and shall be approved by the Public Utilities Commission of Ohio prior to the contract being valid or effective.

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Case No. 17-201-WS-ACE

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

SERVICE LINES

1. Curb stops or valves on the Company's Service Line(s) are for the exclusive use and under the exclusive control of the Company.
2. A Customer shall (at its/their expense) install, maintain and repair the Customer Service Line. When a leak in a Customer Service Line is discovered, the Company shall give not less than fourteen (14) days written notice before service is disconnected. However, if the leak in the Customer Service Line, in the opinion of the Company, is considered an emergency, no notice of disconnection shall be required.

All Customer Service Lines laid after September 1, 2016 shall be laid at a depth of not less than four feet below ground level.

3. The Company Service Line shall be operated and maintained by the Company.

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Case No. 17-201-WS-ACE

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

MAIN EXTENSIONS

The Company shall extend mains and provide related facilities to serve new customers in accordance with O.A.C. 4901:1-15-30 (Main Extensions and Related Facilities) and O.A.C. 4901:1-15-31 (subsequent connections, service connections and tap-ins), adopted by the Public Utilities Commission of Ohio, as amended from time to time.

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In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

Appendix A

Island Waterworks, LLC SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS Water Service

DEAR CUSTOMER:

As an Island Waterworks, LLC (Company) customer, you have certain rights and obligations, which are summarized below. We suggest you keep this for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with safe and dependable water service. Our business address is:

Island Waterworks, LLC
1233 Fox Road
Middle Bass, OH 43446

Our normal business hours are 8:00 A.M. to 4:00 P.M., Monday through Friday, except holidays.

CUSTOMER RIGHTS AND OBLIGATIONS

- (1) You have the right to have any inquiry or complaint handled courteously and promptly by the Company. An inquiry or complaint can be made to the Company either in writing to the above address or by calling 419-285-6121. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called the Company, or for general utility information, customers may contact the Public Utilities Commission of Ohio (Commission) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the Commission via 7-1-1 (Ohio relay service).

The Office of the Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the Commission. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

- (2) You have the right to review the Company's rates, rules, and regulations (tariff) which are available for review at the Company offices, upon request.
- (3) You have the right to review the comprehensive set of minimum standards for waterworks companies as set forth in Chapter 4901:1-15 of the Ohio Administrative Code. This material is available from either the Company or the Commission.
- (4) Bills and Payments for Service
 - (A) The customer is liable for the payment of all water services supplied to its premise.

Appendix A

- (B) The Company bills its customers on a monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen (15) days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen (15) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in its tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.
- (5) The Company may discontinue all or any part of its service to a customer as stated below.
- (A) Service may not be refused or disconnected to any customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in its tariff. Service shall not be disconnected to any customer unless the disconnection conditions in its tariff may be specifically applied to that customer.
- (B) In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.
- (1) No notice is required in any of the following instances:
- (a) For tampering with any distribution main, or other appliance under the control of, or belonging to, the Company.
 - (b) For connecting the service line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
 - (c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.
- (2) The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:
- (a) For the use of water for any purpose other than for the use of water service upon any premises other than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.
 - (b) To prevent waste or reasonably avoidable loss of water.

Appendix A

Personal delivery of the notice to the customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner.

- (3) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:
 - (a) For nonpayment of any tarified charges when due or within any additional period for payment permitted by the Company. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.
 - (b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) of this section.
 - (c) For misrepresentation to the Company as to any material fact.
 - (d) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- (C) Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
 - (1) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (2) Failure to pay any charge not specified in the Company's tariff.
 - (3) Failure to pay for service furnished to a customer formerly receiving service at the premises, unless the former customer continues to reside at the premises.
 - (4) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health or certified pursuant to the certification provisions as specified in O.A.C. 4901:1-15-27.
- (D) The Company may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (E) On the day of disconnection of service, the Company shall provide the customer with personal notice. If the customer is not available, the Company shall attach written notice to the customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:

Appendix A

- (1) Accept payment in lieu of termination.
- (2) Dispatch an employee to the premises to accept payment.
- (3) Make available to the customer a means to avoid disconnection.

The customer has the right to see proper Company identification whenever Company employees or agents seek access to the customer's premises, and the employee must state the reason for the visit.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service, nor does it require a deposit associated with new service.

Appendix B - Sample Bill

Island Waterworks, LLC

1233 Fox Road
Middle Bass, Oh 43446

Phone: (XXX) XXX-XXXX

Bill

Account #: [Account No.]

Bill Date: [Month, Day, Year]

Payment Due Date: [Payment Due Date]

Bill To: [Customer Name]

[Billing Address]

[Service Address]

Middle Bass, Oh 43446

Service Month	Amount by Payment Due Date	Amount After Payment Due Date
[Month, Year]	[Amount by Due Date]	[Amount After Payment Due Date]

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Billing details	
Amount Owed from Last Bill:	\$
Total Payments Received:	\$
Remaining Balance:	\$
New Charges:	\$
Amount Due:	\$
Amount Enclosed:	\$

Appendix B: Customer Bill (Reverse Side)

Island Waterworks LLC
1233 Fox Road
Middle Bass, OH 43446
(XXX) XXX-XXXX

Important Customer Information

Island Waterworks LLC's (Company) normal business hours are 8:00 A.M. to 4:00 P.M., Monday through Friday, except holidays.

Amount after payment due date includes a 1.5% late payment charge. Your bill is based on the PUCO approved rates found in Section 3.1, Original Sheet No. 1, of the Company's Tariff. Failure to receive a bill does relieve the customer of late payment charges.

If your complaint is not resolved after you have called Island Waterworks LLC, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Island Waterworks, LLC

**Rates, Rules, and Regulations
Governing Sewer Service**

P.U.C.O. Tariff No. 1

17-201-WS-ACE

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

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In accordance with the Public Utilities Commission of Ohio

CErder Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

Subject Index

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Map of Service Territory	1	3	XXX YY, 2017
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Prohibited Connections	3.2	1	XXX YY, 2017
Rates and Charges	3.1	1	XXX YY, 2017
Reconnection of Service	3.2	4	XXX YY, 2017
Sample Bill	Appendix B		XXX YY, 2017
Seasonal Service	3.2	5	XXX YY, 2017
Service Lines	3.3	1	XXX YY, 2017
Special Contracts	3.2	5	XXX YY, 2017
Summary of Customer Rights and Obligations	Appendix A		XXX YY, 2017

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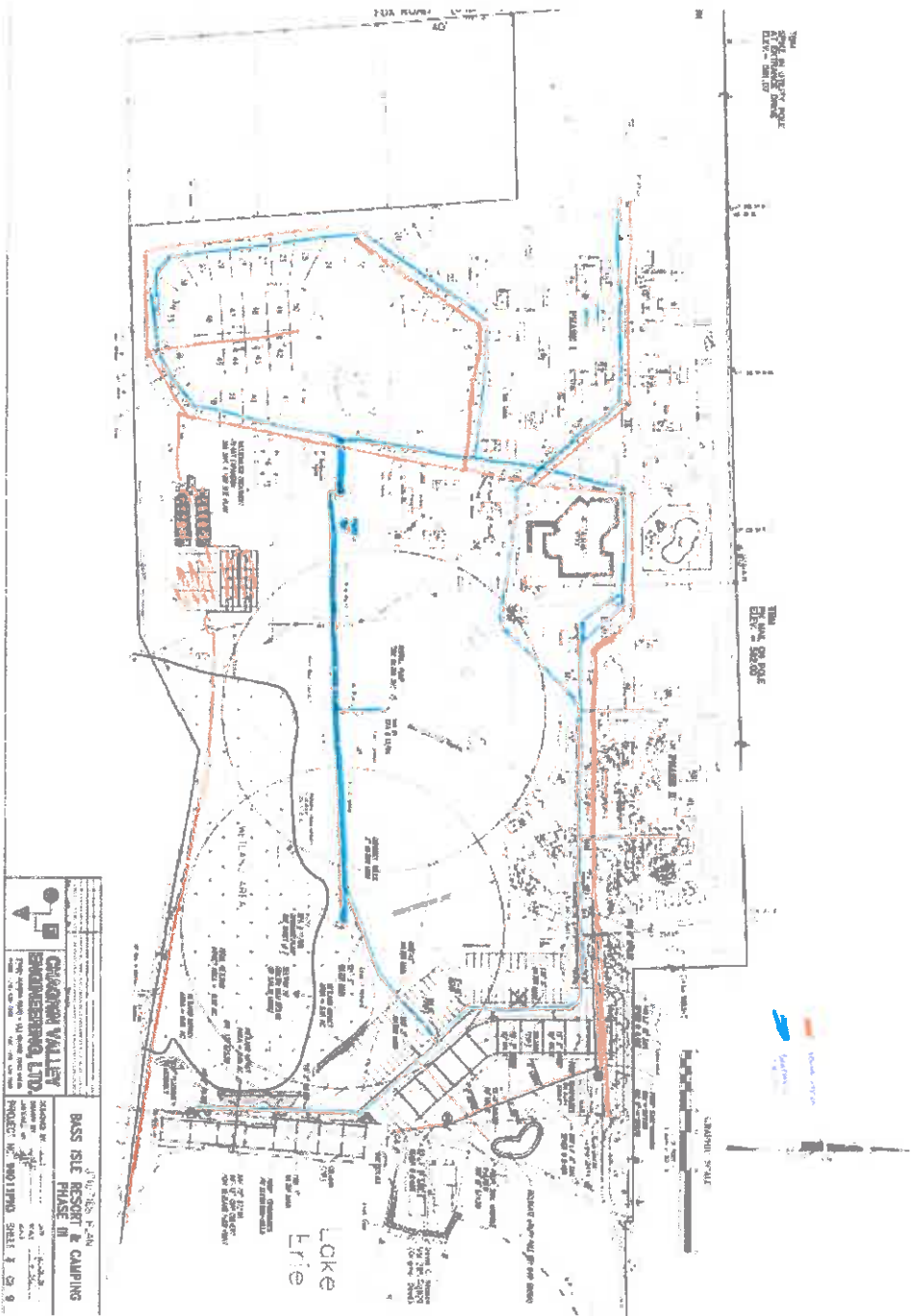
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P.U.C.O. TARIFF NO. 1
Sewer Service

Map



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Case No. 17-201-WS-ACE

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

EXPLANATION OF TERMS

COMMISSION – The Public Utilities Commission of Ohio.

COMPANY – Island Waterworks, LLC.

COMPANY SERVICE LINE – That portion of the service line between the Company's Distribution Main and the Customer Sewer inlet connection at or near the property line, right-of-way, or easement line, maintained at the Cost of the Company.

CONSUMER COMPLAINT – A Customer/consumer contact when such contact necessitates follow-up by or with the Company to resolve a point of contention.

COST – The expenditure by the Company for labor, materials, engineering, supervision, motor vehicles and tools and any other expenditures incidental thereto to the extent that any or all of such items are directly assignable to the particular situation involved, except when modified by the word "estimated", in which case it shall be the estimated expenditure for such item.

CUSTOMER – Any person and/or entity who requests and receives sewer service from the Company

CUSTOMER SERVICE LINE – The portion of the service line from the Company's Service Line to the structure or Premises which is supplied, installed, and maintained at the cost of the Customer.

DISTRIBUTION MAIN – A pipe, owned by the Company that transports sewage from the Customer's Premises to the sewage treatment facility.

DOMESTIC SERVICE – Discharge of domestic sewage into the Company's Sewer system.

DOMESTIC SEWAGE – Sewage excluding storm, surface, and ground water, resulting from normal household activities only, including, but not limited to, waste from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, garbage disposals, laundries and sinks.

FOUNDATION DRAIN – A pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

NONDOMESTIC SEWAGE – All sewage other than Domestic Sewage, including, but not limited to, commercial or industrial wastes.

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Sewer Service

OWNER – A person or entity holding the fee or life estate, or an undivided interest in the fee or life estate, in any Premises which are, or are about to be, supplied with Sewer service by the Company.

SERVICE CONNECTION – The connection of a Company Service Line with the Customer's Service Line at or near the property line, which connection enables the Customer to receive service.

PREMISES – Means the physical property to be serviced. Each of the following together with the lot or parcel of land upon which it is located, or such portion of such land as is used or held for use with it shall constitute a premises:

- (1) One building, or combination of adjacent buildings of the same ownership designed for single-family occupancy as a residence or apartments, and/or for professional or business purposes.
- (2) A combination of adjacent buildings, of the same ownership, and designed for single-family occupancy and/or for professional or business purposes.
- (3) One dwelling unit designed for single-family occupancy, within a double house or within a multiple-unit flat or apartment building.
- (4) Multi-family housing owned by an association which is responsible for all the expenses of the dwellings.
- (5) A single lot, park or playground, without any building thereon.

SEWER - A pipe for carrying sewage and other liquid waste.

TRUNK MAIN - A pipe or line which connects the Company Service Line to the plant facilities.

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

GENERAL REGULATIONS GOVERNING SERVICE

COMPLIANCE WITH THE OHIO ADMINISTRATIVE CODE (O.A.C.)

Nothing within the Company's tariff shall take precedence over the rules set forth in O.A.C. 4901:1-15-15, unless otherwise specifically ordered by the Commission pursuant to O.A.C. 4901:1-15-02.

OWNERSHIP AND MAINTENANCE

The Distribution Mains including curb stops, valves, and any metering, are the property of the Company, and the Company reserves the right to repair, replace and maintain them, as well as to remove them upon discontinuance of service. The Company does not own and is not responsible for the installation and maintenance of Customer service lines.

BILLING

The Company bills its Customers on a monthly basis. Bills will be sent to the Premises served unless the Customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen (15) days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen (15) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the Customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in this tariff. Failure to receive a bill does not relieve the Customer from responsibility for payment.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service; however, a requesting entity may request new service by contacting the Company. The Company does not require a deposit associated with new service. The requesting entity will be responsible for the Cost incurred by the Company for any new service that it requests. The Company may charge the actual reasonable Cost of labor and material, including any meter that may be required and to subsequently remove the service, minus the salvage value of materials, if any. If the requesting entity charged the Customer before the actual Cost was determined, a refund shall be made if the amount charged exceeds the actual Cost of such labor and material discussed above.

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

PROHIBITED CONNECTIONS

The Company will not permit Distribution Mains or Customer Service Lines be connected on any Premises with any piping which is connected with any source of Non-Domestic Sewage without receiving prior permission from the Company. Nor will the Company permit its Distribution Mains or Customer Services Lines to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or other matter which may flow back into the Company's mains.

DISCONNECTION PROCEDURES

(A) Service may not be refused or disconnected to any Customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in this tariff. Service shall not be disconnected to any Customer unless the disconnection conditions in this tariff may be specifically applied to that Customer.

(B) Service may be refused or disconnected to any Customer or refused to any applicant for service as stated in this paragraph. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

(1) No notice is required in any of the following instances:

- (a) For tampering with any Distribution Main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.
- (b) For connecting the service line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
- (c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

(2) The Customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

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

(a) For the use of the Company's facilities for any purpose other than for the use of sewer service upon any Premises other than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.

(b) To prevent or reasonably avoidable loss of sewage.

Personal delivery of the notice to the Customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the Premises in a conspicuous manner.

(3) The Customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:

(a) For nonpayment of any tarified charges when due or within any additional period for payment permitted by the Company. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.

(b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) above.

(c) For misrepresentation to the Company as to any material fact.

(d) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

(C) Service may not be refused or disconnected to any Customer or refused to any applicant for service for any of the following reasons:

(1) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.

(2) Failure to pay any charge not specified in the Company's tariff.

(3) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer continues to reside at the Premises.

(4) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health or certified pursuant to the certification provisions as specified in O.A.C. 4901:1-15-27.

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Case No. 17-201-WS-ACE

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

-
- (D) The Company (after complying with the conditions set forth in this tariff) may disconnect service during its normal business hours as stated in this tariff; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (E) On the day of disconnection of service, the Company shall provide the Customer with personal notice. If the Customer is not available, the Company shall attach written notice to the Customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the Premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:
- (1) Accept payment in lieu of termination.
 - (2) Dispatch an employee to the Premises to accept payment.
 - (3) Make available to the Customer a means to avoid disconnection.

RECONNECTION OF SERVICE

- (A) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular company business day (4:00 P.M.) after any of the following:
- (1) Receipt by the Company of the full amount of arrears for which service was disconnected.
 - (2) The elimination of conditions that warranted disconnection of service.
 - (3) Agreement by the Company and the Customer on a deferred payment plan and a payment.
- (B) If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reconnection of service is requested the same day, the Customer must notify the Company no later than twelve thirty p.m., and the Customer must make payment in the Company's business office of any arrearages as well as the reinstatement charge listed in Section 3.1 of this tariff.

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Sewer Service

- (2) The Company may require that the Customer sign an agreement to pay the Company's incurred Costs for reconnection of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.
- (C) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this provision unless that bill is more than fourteen days past due.

ACCESS TO CUSTOMER'S PREMISES

- (A) No employees or agents of the Company have or will claim the right to enter into the dwelling or structure of any Customer except by permission granted by a person holding him or herself as being responsible for the dwelling or structure.
- (B) This provision shall not be construed to prevent the Company from discontinuing service to a Customer for the unreasonable denial of access to a structure required for the rendering of utility service in accordance with the Company's tariff. This provision also shall not be construed as limiting or eliminating property rights granted to the Company by easements or other estates or interests in land.
- (C) Any employee or agent of the Company seeking access to a dwelling or structure of a Customer shall voluntarily identify him or herself, provide a Company identification card, and state the reason for the visit. The employee or agent shall, in all cases, direct himself or herself to a person holding him or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.

SEASONAL SERVICE

The Company shall maintain sewer service from April 1st until November 30th of each year for the Residential Facility (Condominium Association). The Company shall maintain sewer service from April 1st until October 31st of each year for the Non-residential Facility. A Customer may request to receive service beyond the seasonal service period under a Special Contract arrangement mutually agreed upon by the Customer and the Company.

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COMPLAINT PROCEDURES

- (A) The Company shall accept and process both oral and written complaints.
- (B) The Company shall investigate each complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.
- (C) If the complainant is not satisfied with the Company's report(s), the Company shall promptly inform the Customer of the availability of the Commission's complaint handling procedures, including the then current address and the local or toll-free telephone number of the Commission's call center.

SPECIAL CONTRACTS

At any time, any Customer to be served by the Company can request to be served under a Special Contract arrangement. Such Special Contracts shall be mutually agreed to by both the Customer and the Company and shall be approved by the Public Utilities Commission of Ohio prior to the contract being valid or effective.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

SERVICE LINES

1. No Customer Service Line shall be constructed or connected to facilities of the Company shall be made until plans for the construction have been accepted by the Company. The Customer must provide the Company with a description of the area to be serviced, the number of people to be served at the Premises, the type of use, engineering drawings if the Company must apply to the Ohio EPA and other relevant information that the Company requires.
2. No Customer Service Line may be used more for than one Premises, except in the case of multi-family housing owned by an association.
3. The Company's acceptance of a new Customer Service Line shall be subject to the condition that there shall exist, adjacent to the Premises to be served, to the full width of the street frontage of such Premises, a Trunk Main owned by the Company which is connected or is ready to be connected to the Company's sewer system. In the event such a Trunk Main does not exist, necessary facilities may be extended under provisions of O.A.C. 4901: 1-15-32 and O.A.C. 4901:1-15-33.
4. The Customer Service Line shall be installed in a location approved by the Company and by an approved plumber at the expense of the Customer. The materials and installation shall conform to specifications established by the Company. After such a line is installed, it is to remain uncovered until it is inspected by the Company.
5. The Customer shall be responsible for all leaks in the Customer Service Line and shall, at his expense, maintain and keep it in good repair. When leaks or other defects in Customer Service Lines are discovered, the Company may discontinue service in accordance with O.A.C. 4901:1-15-27. Without limiting the authority of the Company as provided in the preceding sentence, the Company will give 24 hours written notice to the Customer before discontinuing such service, in order to afford him a reasonable time within which to make repairs. The Customer may request additional time which the Company may grant in appropriate circumstances.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

6. The Customer shall deposit prior to connection to the Company's sewer facilities a charge for connection equal to the Company's actual out-of-pocket Cost incurred in connecting the service. After connection, the Company shall compute its actual out-of-pocket Cost for the same. Any excess of the amount deposited over actual Cost shall be returned to the Customer within 30 days or any excess of actual Cost over the amount deposited shall be paid by the Customer within 30 days.
7. A Customer may not put a Customer Service Line of another utility in the same trench as the sewer Customer Service Line unless such an installation is approved, in writing, by the Company. If joint trenching is a reasonable alternative and does not interfere with the Customer Service Line to the detriment of the Company, the Company will permit joint trenching.
8. It shall be the responsibility of the Owner to properly install the Customer Service Line, and inspection by the Company shall not in any way relieve the Owner of maintaining, operating and repairing the Customer Service Line if and when required.
9. The connection of Foundation Drains, footing drains, roof downspouts and gutter drains directly or indirectly to the sewer system of the Company is not permitted under any circumstances. Any such connections found shall be immediately disconnected. Failure to disconnect are grounds for immediate discontinuance of sewer service, without notice, by the Company.
10. The introduction of any surface water by the Customer shall not be permitted under any circumstances, and the continuance of such practice shall be grounds for immediate discontinuance of sewer service, without notice, by the Company.
11. Where Customer Service Lines are installed to basements, the Owner shall securely plug the connection to prevent the entrance of water, mud, debris, etc., into the system. The plug shall be left in place until after the building is under roof and the basement floor slab is in place and all debris cleaned out of the basement.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

MAIN EXTENSIONS

The Company shall extend mains and provide related facilities to serve new customers in accordance with O.A.C. 4901:1-15-30 (Main Extensions and Related Facilities) and O.A.C. 4901:1-15-31 (subsequent connections, service connections and tap-ins), adopted by the Public Utilities Commission of Ohio, as amended from time to time.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

Appendix A

Island Waterworks, LLC SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS Sewer Service

DEAR CUSTOMER:

As an Island Waterworks, LLC (Company) customer, you have certain rights and obligations, which are summarized below. We suggest you keep this for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with safe and dependable sewer service. Our business address is:

Island Waterworks, LLC
1233 Fox Road
Middle Bass, OH 43446

Our normal business hours are 8:00 A.M. to 4:00 P.M., Monday through Friday, except holidays.

CUSTOMER RIGHTS AND OBLIGATIONS

- (1) You have the right to have any inquiry or complaint handled courteously and promptly by the Company. An inquiry or complaint can be made to the Company either in writing to the above address or by calling 419-285-6121. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called the Company, or for general utility information, customers may contact the Public Utilities Commission of Ohio (Commission) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the Commission via 7-1-1 (Ohio relay service).

The Office of the Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the Commission. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

- (2) You have the right to review the Company's rates, rules, and regulations (tariff) which is available for review at the Company offices, upon request.
- (3) You have the right to review the comprehensive set of minimum standards for waterworks companies as set forth in Chapter 4901:1-15 of the Ohio Administrative Code. This material is available from either the Company or the Commission.

(4) Bills and Payments for Service

- (A) The customer is liable for the payment of all sewer service supplied to its premise.
- (B) The Company bills its customers on a monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for

Appendix A

service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen (15) days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen (15) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in its tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

(5) The Company may discontinue all or any part of its service to a customer as stated below.

(A) Service may not be refused or disconnected to any customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in its tariff. Service shall not be disconnected to any customer unless the disconnection conditions in its tariff may be specifically applied to that customer.

(B) Service may be refused or disconnected to any customer or refused to any applicant for service as stated in this paragraph. In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

(1) No notice is required in any of the following instances:

(a) For tampering with any distribution main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.

(b) For connecting the service line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.

(c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

(2) The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

(a) For the use of the Company's facilities for any purpose other than for the use of sewer service upon any premises other than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.

(b) To prevent or reasonably avoidable loss of sewage.

Appendix A

Personal delivery of the notice to the customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner.

- (3) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:
 - (a) For nonpayment of any tarified charges when due or within any additional period for payment permitted by the Company. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.
 - (b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) of this section.
 - (c) For misrepresentation to the Company as to any material fact.
 - (d) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- (C) Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
 - (1) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (2) Failure to pay any charge not specified in the Company's tariff.
 - (3) Failure to pay for service furnished to a customer formerly receiving service at the premises, unless the former customer continues to reside at the premises.
 - (4) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health or certified pursuant to the certification provisions as specified in O.A.C. 4901:1-15-27.
- (D) The Company (after complying with the conditions set forth in this tariff) may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (E) On the day of disconnection of service, the Company shall provide the customer with personal notice. If the customer is not available, the Company shall attach written notice to the customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:

Appendix A

- (1) Accept payment in lieu of termination.
- (2) Dispatch an employee to the premises to accept payment.
- (3) Make available to the customer a means to avoid disconnection.

The customer has the right to see proper Company identification whenever Company employees or agents seek access to the customer's premises, and the employee must state the reason for the visit.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service, nor does it require a deposit associated with new service.

Appendix B - Sample Bill

Island Waterworks, LLC

1233 Fox Road
Middle Bass, Oh 43446

Phone: (XXX) XXX-XXXX

Bill

Account #: [Account No.]

Bill Date: [Month, Day, Year]

Payment Due Date: [Payment Due Date]

Bill To: [Customer Name]

[Billing Address]

[Service Address]

Middle Bass, Oh 43446

Service Month	Amount by Payment Due Date	Amount After Payment Due Date
[Month, Year]	[Amount by Due Date]	[Amount After Payment Due Date]

SEE REFERSE SIDE FOR ADDITIONAL INFORMATION

Billing details	
Amount Owed from Last Bill:	\$
Total Payments Received:	\$
Remaining Balance:	\$
New Charges:	\$
Amount Due:	\$
Amount Enclosed:	\$

Appendix B: Customer Bill (Reverse Side)

Island Waterworks LLC
1233 Fox Road
Middle Bass, OH 43446
(XXX) XXX-XXXX

Important Customer Information

Island Waterworks LLC's (Company) normal business hours are 8:00 A.M. to 4:00 P.M., Monday through Friday, except holidays.

Amount after payment due date includes a 1.5% late payment charge. Your bill is based on the PUCO approved rates found in Section 3.1, Original Sheet No. 1, of the Company's Tariff. Failure to receive a bill does relieve the customer of late payment charges.

If your complaint is not resolved after you have called Island Waterworks LLC, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

ISLAND WATERWORKS, LLC

EXHIBIT 6

Service Area Map - Ohio Adm. Code 4901:1-15-05(D)(6)

See attached.

EXHIBITS 7-11, 16 and 20

EXHIBIT 7: Written Description of the System - Ohio Adm. Code 4901:1-15-05(D)(7)

See attached.

EXHIBIT 8: Statement Concerning Minimum Static Pressure - Ohio Adm. Code 4901:1-15-05(D)(8)

See attached.

EXHIBIT 9: Statement Concerning Adequacy of Mains - Ohio Adm. Code 4901:1-15-05(D)(9)

See attached.

EXHIBIT 10: Statement Evidencing Avoidance of Dead Ends - Ohio Adm. Code 4901:1-15-05(D)(10)

See attached.

EXHIBIT 11: Statement Evidencing Adequacy of Mains and Laterals - Ohio Adm. Code 4901:1-15-05(D)(11)

See attached.

EXHIBIT 16: Statement Concerning EPA Approvals - Ohio Adm. Code 4901:1-15-05(D)(16)

See attached.

EXHIBIT 20: Statement Describing the Public Convenience - Ohio Adm. Code 4901:1-15-05(D)(20)

Granting a Certificate of Public Convenience and Necessity to Applicant will, by the foregoing means, constitute a public convenience to potential customers in the defined service area, as further described in Exhibit 6. See also attached.

22999 Forbes Road, Suite B • Cleveland, Ohio 44146-5667 • Phone: 440.438.1999 • Fax: 440.439.1999 • www.cvelimited.com

November 21, 2016

Danielle Ghiloni Walter
Carpenter Lipps & Leland LLP
Columbus • New York • Chicago
280 N. High Street, Suite 1300
Columbus, Ohio 43215

**Re: Application for Public Convenience and Necessity
Island Water and Wastewater Systems
Middle Bass, Ohio**

Dear Ms. Ghiloni Walter:

The following attachments address the exhibits that were requested for a professional engineer for this request to PUCO.

Sincerely,
Chagrin Valley Engineering, Ltd.



Jeffrey J. Filarski, PE

Enclosures: Exhibits 7,8,9,10,11,16,20

C: Ed Gudenas





Exhibit 7 System Description

Water System

The water system is comprised of two groundwater wells, a clearwell, a high service pumping system, pressure tanks for storage and a system of water mains. The system was constructed in 1997-1999.

The pipe used in the distribution system was PVC material, ASTM D-2241 with pressure rated ASTM f477 joints, service connections were Type "K" copper tubing. Pipe used in the water plans was PVC schedule 80 with solvent welded joints. Water piping system is as follows:

870 lf of 2" water main
3,251 lf of 3" water main
880 lf raw water main
61 service connections

Design Flows of Water Treatment Plant

Average Daily Capacity	50,000 gallons
Maximum Hourly Capacity	22,800 gallons based on high service pump capacity
Average Daily Demand	2,848 gallons (from June-August 2014 records)
Maximum Daily Flow	10,000 gallons (from June-August 2014 records)

Wastewater Treatment System

The wastewater treatment plant and sewer system is comprised of an equalization basin, an extended aeration treatment plant followed by disinfection. Effluent is discharged top Lake Erie. There is one lift station in the sewer system to lift a portion of the total flows to the treatment plant. The system was constructed in 1996-1997. Phase II of the treatment plant was constructed in 2006.

The pipe used for the force main from the pump station was PVC material, ASTM D-2241 with pressure rated joints. The pipe used in the sewage collection system was PVC material, ASTM D-3034 PS 45 with ASTM D-3212 gasketed joints. Sewer collection system is as follows:

3,200 lf 8" sanitary sewer
359 lf 6" sanitary sewer
1,367 lf sanitary force main
18 sanitary manholes
70 service connections

Design Flows of Wastewater Treatment Plant

Daily Capacity	70,000 gallons
Maximum Hourly Capacity	194 gallons per minute
Average Hourly Inflow	49 gallons per minute



Exhibit 8 Statement of Minimum Static Pressure

The minimum static pressure throughout the system is 35 psi.

Exhibit 9 Statement Concerning Public Fire Hydrants

The development did not require public fire hydrants under the Ohio Board of Health requirements at the time of licensing, therefore public fire hydrants do not exist. A dry hydrant connection into an on-site pond for connection to a fire department pumper truck at the commercial building is in existence.

Exhibit 10 Statement Concerning Dead Ends

Dead ends in the distribution mains were avoided, except for 3 areas where short length of mains service park model sites. Main areas of the distribution system are looped.

Exhibit 11 Statement Concerning Expeditious Flow

The sewage disposal system, mains and laterals are of adequate size and are laid with such flow lines as to permit an expeditious flow from the point of the origin at the customer's premises to the point of treatment or disposal.

Exhibit 16 Statement Concerning Environmental Approvals

The OEPA has approved the general plans for the existing waterworks and wastewater works-sewage disposal system and has approved the final plans and issued OEPA Permits to Install for the above, along with Public Water System Licenses and an NPDES permit for the wastewater treatment plant.

Exhibit 20 Statement Describing Public Convenience

This system was constructed for a private development, therefore a certificate of public convenience from Ottawa County or Put in Bay Twp. was not obtained. There are no public services in the immediate area and the system is an existing system serving its existing customers.

ISLAND WATERWORKS, LLC

EXHIBIT 12

Estimate of Construction Costs - Ohio Adm. Code 4901:1-15-05(D)(12)

Construction is complete and has been funded.

ISLAND WATERWORKS, LLC

EXHIBIT 13

Statement of Financing Plan - Ohio Adm. Code 4901:1-15-05(D)(13)

Construction is complete and has been funded.

ISLAND WATERWORKS, LLC

EXHIBIT 14

Statement Concerning Additional Financing - Ohio Adm. Code 4901:1-15-05(D)(14)

Construction is complete and has been funded.

EXHIBIT 15

Statement Evidencing Sufficiency of Revenues - Ohio Adm. Code 4901:1-15-05(D)(15)

At the rates proposed in Applicant's tariff, as filed with the application, Applicant will have sufficient revenues to enable it to meet its operating and maintenance expenses, to pay all taxes, to establish an adequate reserve for contingencies, and to pay interest on any outstanding debt.

ISLAND WATERWORKS, LLC

EXHIBIT 17

Proposed Construction Schedule - Ohio Adm. Code 4901:1-15-05(D)(17)

Construction is complete and has been funded.

EXHIBIT 18

Statement of a Present and Continuing Need - Ohio Adm. Code 4901:1-15-05(D)(18)

Applicant and/or its predecessors provided private water and sewage disposal services to residential and non-residential facilities that Applicant and/or its predecessors previously owned and operated. A sale or transfer of some of the facilities to a third party has caused Applicant to seek to obtain a certificate of public convenience and necessity. Applicant continues to serve both residential and non-residential facilities in the service area through the operation of a waterworks and sewage disposal system. Applicant's systems are the only systems capable of providing the services to these facilities at this time and as a result there is a clear, present, and continuing need for Applicant's water and sewage disposal services.

EXHIBIT 19

**Statement that No Existing Entity can Provide the Facilities and Services - Ohio Adm.
Code 4901:1-15-05(D)(19)**

There are no other public utility services in the immediate area of Applicant's proposed service area. As a result, there are no other existing entities willing to offer the services which Applicant currently provides.

EXHIBIT 21

Legal Notice - Ohio Adm. Code 4901:1-15-05(D)(21)

Proposed Legal Notice

Island Waterworks, LLC, 1233 Fox Road, Middle Bass, Ohio, 43446, has filed with the Public Utilities Commission of Ohio (PUCO) an application for a certification of public convenience and necessity to provide water and sewer services. Island Waterworks, LLC will provide water and sewer services to St. Hazards Yacht Club Condominium Association dba Middle Bass Lakeshore Condominiums and Hazards Adventures Company on Middle Bass Island, Middle Bass, Ohio.

Applicant proposes that the following monthly rates be charged and collected during the applicable service season:

<u>Customer</u>	<u>Base Rate</u>
Residential Facility (Condominium Association) (April through Nov.)	
Water Service	\$ 14,031.87/ month
Sewer Service	\$ 11,578.25/ month
Non-residential Facility (April through Oct.)	
Water Service	\$ 9,699.43/ month
Sewer Service	\$ 9,994.15/ month

The PUCO has assigned docket number 16-1949-WS-ACE to this application. Additional information about the application can be obtained by contacting the PUCO at 180 East Broad Street, Columbus, Ohio 43266-0573. Interested parties have fourteen (14) days from the date of this notice within which to file written statements which both describe their interest in the case and request an oral hearing.

ISLAND WATERWORKS, LLC

EXHIBIT 22

Affidavit - Ohio Adm. Code 4901:1-15-05(D)(22)

See attached.

In The Matter of the Application of Island
Waterworks, LLC for a Certificate of Public
Convenience and Necessity.) Case No. 16-1949-WS-ACE

I, Edmund Gudenas, President of Island Waterworks, LLC, being first duly sworn,
depose and say:

- FURTHER AFFIANT SAYETH NAUGHT.**

Date: January 19, 2017 Edmund Gudenas
Edmund Gudenas

Sworn before me and subscribed in my presence this 19 day of January, 2017.

Notary Public



ISLAND WATERWORKS, LLC

Supporting Financial Documents

Island Waterworks, LLC Allocation Data

	# Units	Gal/Day*	(A)	(B) Present Months Use	(C) (A) x (B) 8 CP	(D) Future Use	(E) (A) x (D) 12 CP
<u>Hazards Adventures Company</u>							
RV Sites	27	125	<u>Total</u> 3,375	7	23,625	7	23,625
Primitive	20	125	2,500	6	15,000	6	15,000
Park Model	53	125	6,625	7	46,375	7	46,375
Restaurant	102	35	3,570	5	17,850	5	17,850
Laundry	2	400	<u>800</u>	7	<u>5,600</u>	7	<u>5,600</u>
			16,870		108,450		108,450
					54.32%		44.22%
<u>Condominium Association</u>							
1 Br	2	250	500	8	4,000	12	6,000
2 Br	35	300	10,500	8	84,000	12	126,000
3 Br	1	400	<u>400</u>	8	<u>3,200</u>	12	<u>4,800</u>
			11,400		91,200		136,800
					45.68%		55.78%
Total			28,270		199,650		245,250
<u>Sewer Plant Lease</u>							
1/2 Access Easement #1 area			0.1155	1/2 Access Easement #1 area			0.1155
1/2 Access Easement #2 area			0.1131	1/2 Access Easement #2 area			0.1131
Treatment plant Easement			<u>0.4179</u>	Water plant Easement			0.0863
			0.6465	2 well easements/setbacks			<u>5.7668</u>
							6.0817
18 Acres cost \$300,000 or \$16,667 per Acre				6.7281 Total Acres			
0.6465 Acres equates to			\$10,774	6.0817 Acres equates to			\$101,361
			9.608%				90.392%

* The source of the peak day numbers is the design criteria provided by EPA for the initial design of the water and sewer plant.

Island Waterworks, LLC Water Plant Expenses and Summary

		Percentage to		Cost to	
		Condominium		Condominium	
		Assoc. 56%		Assoc.	
1	<u>Expenses</u>				
2	Licensed operator invoiced	Combined 8 months			
3		Condos 1 extra month	0%		\$0
4		Condos at 3 additional months	100%		\$785
5	Daily Operator	Combined 8 months	100%		\$2,005
6		Condo 4 months	0%		\$0
7	Professional Services	Half to water plant	100%		\$900
8	Propane to heat water plant shed	Half to water plant	0%		\$0
9	Operation/Repair/Maintenance		0%		\$0
10	Administration	Half to water plant	0%		\$0
11	Chemicals		0%		\$0
12	Property Insurance	Half to water plant	0%		\$0
13	Misc A&G		0%		\$0
14	Legal fees	Half to water plant	also covered in administration expense		
15	Lease	\$33,000 90.392%	0%		\$0
16	Supplies	Half to water plant	0%		\$0
17	Shipping	Half to water plant	0%		\$0
18	Ohio Property Taxes	Half to water plant	0%		\$0
19	FICA		0%		\$0
20	State Unemployment Tax		0%		\$0
21	Federal Unemployment Tax		0%		\$0
22	Workers Compensation		0%		\$0
23	Depreciation Expense	water plant	0%		\$0
24	Amortization of Other Utility Plant (legal fees)				
25	Amortization old legal fees 1/2	\$87,853 2.0%	0%		\$0
26	Electric Bill				
27	Combined 8 months		0%		\$0
28	additional 4 months		100%		\$6,026
29					
30	Total Water Plant Expenses				\$9,715
31					
32	Total Return Required				
33		water plant return		Water plant return from Condo	\$9,609
34		Gross Revenue Conversion Factor 1.65		Gross Revenue Conversion Factor 1.65	<u>\$15,855</u>
35		Revenue Requirement		Revenue Requirement	\$25,571
36					
37	One half Rate Case Expense amortized over 3 years	\$15,000 33.3%	0%		\$0
38					
39		Water plant revenue requirement		Condo revenue requirement	\$25,571
40		Gross Receipts Tax		Gross Receipts Tax	<u>\$1,039</u>
41		Total Water plant revenue requirement		Total Condo Water Plant revenue requirement	\$26,610

Island Waterworks, LLC Rate Base Water Plant

								Percentage	
Acct.	Water Plant	2009 Study	Year Installed	Installed Cost	Depreciation Years	Reserves	Today's Rate Base	to Condo 56%	Cost to Condo
1	303 Miscellaneous Intangible Plant		1998	43,927	18	15,814	28,113	0%	0
2	Source of Supply								
3	310 Land and Land Rights (see below)		1998	101,361			101,361	0%	0
4	311 Structures and Improvements	12,500	1998	7,989	18	2,876	5,113	0%	0
5	3" Raw Water Main	8,125	1998	5,193	18	1,869	3,323	0%	0
6	4" Raw Water Main	16,650	1998	10,641	18	3,831	6,810	0%	0
7	314 Wells and Springs	23,100	1998	14,763	18	5,315	9,448	0%	0
8	332 Water Treatment Equipment	91,420	1998	58,426	18	21,033	37,392	0%	0
9	343 Transmission and Distribution								
10	2" Water Main	21,750	1998	13,900	18	5,004	8,896	0%	0
11	3" Water Main Condo only	97,530	2004	77,818	12	18,676	59,142	100%	59,142
12	345 Services		2004		12			100%	
13	Hazards Adventures Co.	34,000	1998	21,729	18	7,822	13,907	100%	13,907
14	Condominium Association	38,000	2004	30,320	12	7,277	23,043	100%	23,043
15	General Plant								
16	389 Land and Land Rights	0	1998					0%	
17	390 Structures and Improvements	0	1998					0%	
18	391 Office Furniture and Equipment	0	1998					0%	
19	392 Transportation Equipment	0	1998					0%	
20	393 Stores	0	1998					0%	
21	394 Tools, Shop And garage Equipmen	0	1998					0%	
22	395 Laboratory Equipment	0	1998					0%	
23	396 Power Operating Equipment	0	1998					0%	
24	397 Communication Equipment	0	1998					0%	
25	398 Miscellaneous	0	1998					0%	
26									
27	<u>Total Net Water Plant</u>	\$343,075		\$386,065		\$89,517	\$296,548		\$96,091

1998 costs based on 2009 prices
2004 costs based on 2009 prices

0.639089
0.797890

Acct. 310 Land and Land Rights
18 Acres cost \$300,000 or \$16,667 per Acre
6.0817 Acres equates to \$101,361

1/2 Access Easement #1 area 0.1155
1/2 Access Easement #2 area 0.1131
Water plant Easement 0.0863
2 well easements/setbacks 5.7668
6.0817

Island Waterworks, LLC Sewer Plant Expenses and Summary


		Percentage to		Cost to	
		Condominium		Condominium	
		Assoc. 56%		Assoc.	
1	<u>Expenses</u>				
2	Licensed operator invoiced	Combined 8 months			
3		Condos 1 extra month	0%		\$0
4		Condos at 3 additional months	100%		\$785
5	Daily Operator	Combined 8 months	100%		\$2,005
6		Condo 4 months	0%		\$0
7	Professional Services	Condo 4 months	100%		\$900
8	Operation/Repair/Maintenance	Half to water plant	0%		\$0
9	Administration	Half to sewer plant	0%		\$0
10	Property Insurance	Half to sewer plant	0%		\$0
11	Misc A&G	Half to sewer plant	0%		\$0
12	Legal fees	Half to sewer plant	0%		\$0
13	Lease	\$33,000 9.608%	0%		\$0
14	Supplies	Half to sewer plant	0%		\$0
15	Shipping	Half to sewer plant	0%		\$0
16	Ohio Property Taxes	Half to sewer plant	0%		\$0
17	FICA	\$1,500	0%		\$0
18	State Unemployment Tax	\$0	0%		\$0
19	Federal Unemployment Tax	\$0 covered in administration expense	0%		\$0
20	Workers Compensation	\$0 covered in administration expense	0%		\$0
21	Depreciation Expense	\$9,148	0%		\$0.00
22	Amortization of Other Utility Plant (legal fees)				
23	Amortization old legal fees 1/2	\$879 2.0%	0%		\$0
24	Electric Bill	\$879	0%		\$0
25	Combined 8 months	\$6,211 Sewer Plant	0%		\$0
26	additional 4 months	\$3,106 Sewer Plant	100%		\$3,106
27					
28	Combined 8 months	\$848 Condo Pump Station	100%		\$848
29	additional 4 months	\$424 Condo Pump Station	100%		\$424
30					
31	Total Sewer Plant Expenses	\$75,879			\$8,067
32					
33		sewer plant return			\$13,948
34	Gross Revenue Conversion Factor 1.65	\$45,738			\$23,015
35	Revenue Requirement	\$151,346			\$31,082
36					
37	One half Rate Case Expense amortized over 3 years	\$15,000 33.3%	0%		\$0
38					
39		Total revenue requirement			\$31,082
40		Gross Receipts Tax			\$1,240
41					
42		Total Condo Sewer Plant revenue requirement			\$32,322

Island Waterworks, LLC Rate Base Sewer Plant

							Percentage		
Acct.	Sewer Plant	2009 Study Installed	Year Installed	Cost	Depreciation Years	Reserves	Today's Rate Base	to Condo 56%	Cost to Condo
<u>Sewage Disposal Plant</u>									
1	303 Intangible Plant	-	1998	43,927	18	15,814	28,113	0%	0
2	350 Land and Land Rights (see below)			10,774			10,774	0%	0
3	351 Structures and Improvements	12,500	1998	7,989	18	2,876	5,113	0%	0
4	6" Sanitary Sewer								
5	Condos only	4,620	2004	3,686	12	885	2,802	100%	2,802
6	St. Hazard only	20,510	1998	13,108	18	4,719	8,389	0%	0
7	8" Sanitary Sewer								
8	Condos only	40,960	2004	32,682	12	7,844	24,838	100%	24,838
9	St. Hazard only	111,760	1998	71,425	18	25,713	45,712	0%	0
10	Combined	103,200	1998	65,954	18	23,743	42,211	56%	23,638
11	3"Force Main								
12	Combined	19,410	1998	12,405	18	4,466	7,939	56%	4,446
13	4"Force Main								
14	Combined	28,800	1998	18,406	18	6,626	11,780	56%	6,597
15	352 Collection Sewers	105,000	2004	83,778	12	20,107	63,672	25%	15,918
16	353 Services to Customers	-	2004	-		-	-		-
17	356 Other Collection Plant Facilities	72,000	2004	57,448	12	13,788	43,661	100%	43,661
18	363 Electric Pumping Equipment	29,000		23,139	12	5,553	17,585	100%	17,585
19	371 Structures and Improvements	0							
20	372 Treatment and Disposal	354,000	1998	226,238	18	81,446	144,792	0%	0
21	General Plant								
22	389 Land and Land Rights	0	1998					0%	
23	390 Structures and Improvements	0	1998					0%	
24	391 Office Furniture and Equipment	0	1998					0%	
25	392 Transportation Equipment	0	1998					0%	
26	393 Stores	0	1998					0%	
27	394 Tools, Shop And garage Equipm	0	1998					0%	
28	395 Laboratory Equipment	0	1998					0%	
29	396 Power Operating Equipment	0	1998					0%	
30	397 Communication Equipment	0	1998					0%	
31	398 Miscellaneous	0	1998					0%	
32	<u>Total Net Sewer Plant</u>	\$901,760		\$670,957		\$213,578	\$457,379		\$139,484
1998 costs based on 2009 prices									
2004 costs based on 2009 prices		0.639089	Acct. 350 Land and Land Rights						
		0.797890	18 Acres cost \$300,000 or \$16,667 per Acre						
			0.6465 Acres equates to						
			\$10,774						

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served upon the following parties via electronic mail on January 20, 2017.


James D. Perko, Jr.

Thomas.mcnamee@ohioattorneygeneral.gov

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 17-0201-WS-ACE

Summary: Application For A Certificate Of Public Convenience And Necessity Of Island Waterworks, LLC electronically filed by Mrs. Kimberly W. Bojko on behalf of Island Waterworks, LLC