

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Joint Application of)	
Aqua Ohio, Inc. and Aqua Ohio Wastewater,)	Case No. 18-1330-WS-ACE
Inc. for Issuance of a Certificate of Public)	
Convenience and Necessity.)	

In the Matter of the Joint Application of)	
Aqua Ohio, Inc. and Aqua Ohio Wastewater,)	Case No. 18-1331-WS-ATA
Inc. for Approval to Amend Tariff Pages.)	

APPLICATION

In accordance with R.C. 4933.25 and Ohio Adm. Code 4901:1-15-05, Aqua Ohio, Inc. and Aqua Ohio Wastewater, Inc. (collectively, Aqua or the Company) respectfully file this application with the Commission seeking issuance of a certificate of public convenience and necessity to authorize the provision of water and sewage-disposal service to the Southwoods Estates service area, which is currently owned by Sutton Bank (the Bank). In support of this application, Aqua states:

1. Aqua Ohio, Inc. is a “public utility” and a “waterworks company” as defined in R.C. 4905.02(A) and 4905.03(G). As such, Aqua Ohio, Inc. is subject to the Commission’s jurisdiction in accordance with R.C. 4905.04, 4905.05, and 4905.06.

2. Aqua Ohio Wastewater, Inc. is a “public utility” and a “sewage disposal system company” as defined in R.C. 4905.02(A) and 4905.03(M). As such, Aqua Ohio Wastewater, Inc. is subject to the Commission’s jurisdiction in accordance with R.C. 4905.04, 4905.05, and 4905.06.

3. Aqua is currently authorized to provide water and sewage-disposal service to customers in various counties in Ohio in accordance with several existing certificates of public

convenience and necessity. Many of these customers are served under the terms and conditions of Aqua Ohio's P.U.C.O. Tariff No. 2 and Aqua Ohio Wastewater's P.U.C.O. Tariff No. 1 (collectively, the Tariffs).

4. Aqua is in the process of completing the acquisition of the water and sewage-disposal assets currently owned by and used to provide service to Southwoods Estates, located in Montgomery Township, in Ashland County Ohio. To effect this transaction, Aqua and the Bank have entered into an Asset Transfer Agreement (the Agreement), which is attached to this application as Exhibit 1. In substance, the Agreement provides that the Bank will convey to Aqua the assets, real property, and other property rights used to provide water and wastewater service to Southwoods Estates under specified terms and conditions. After closing, Aqua will own and operate the water-works and sewage-disposal systems and provide service to the Southwoods system.

5. The object and purpose of the transaction is to ensure the provision of just and reasonable service to the customers residing in Southwoods Estates. Aqua and its predecessors have operated water and sewage-disposal systems in Ohio for decades. Aqua has the financial, managerial, and technical capability to provide safe, adequate, and reliable water-works and sewage-disposal service in the areas currently served by the Bank. Aqua will provide for the orderly transfer of management with no interruption of service during the transition process. For these reasons, the transaction will result in the provision of necessary and adequate service.

6. The application does not include any request for the issuance of any securities, financing fees, or goodwill.

7. To enable the timely closing of these transactions, Aqua respectfully requests that the Commission issue an order approving this application by October 31, 2018, or as soon as practicable thereafter.

8. Aqua will provide any notices deemed necessary by the Commission to advise the Bank's customers of the filing or approval of this application.

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

9. In accordance with Ohio Adm. Code 4901:1-15-05(A), Aqua is a corporation desiring to obtain a certificate of public convenience and necessity authorizing it to operate a waterworks system and a sewage-disposal system.

10. Ohio Adm. Code 4901:1-15-05(D) requires applicants to provide a number of exhibits to an application. Aqua requests a waiver of the exhibits required by Ohio Adm. Code sections 4901:1-15-05(D)(1)–(4) and (7)–(17). Good cause exists for the following reasons. Aqua is already providing waterworks and sewage-disposal service to tens of thousands of Ohio customers under existing certificates. Aqua's management practices, operations, financial condition, and tariffs were recently subject to thorough review in Case No. 16-0907-WW-AIR, and the proposed expansion of service is proportionally small (increasing Aqua's customer base by less than one percent). The rules in question thus require information that either does not apply in these circumstances or is already known to or in the possession of the Commission. Granting a waiver will also minimize the cost and expense to Aqua and its customers of preparing and processing this application and will not hinder the Commission's review of the application, as Aqua will provide on request any documentation that the Commission or its staff requires to evaluate this application. Similar waiver requests were recently approved in Case No. 17-1717-WS-ACE, Finding & Order at 7 (Feb. 21, 2018); *see also* Case Nos. 14-1840-WW-ATR, Entry (Nov. 11, 2014); Case No. 11-4674-WW-AAC, Entry (Aug. 24, 2011).

11. As required by Ohio Adm. Code 4901:1-15-05(D)(5), Aqua will provide service to the Southwoods Estates system under the terms and conditions of the existing Tariffs, subject to several minor revisions that are attached to this application as Exhibit 3, as discussed further below.

12. As required by Ohio Adm. Code 4901:1-15-05(D)(6), Aqua is filing with this application a map and metes-and-bounds description of the area in which service is to be rendered pursuant to the authority sought. These items are attached as Exhibit 2.

13. As required by Ohio Adm. Code 4901:1-15-05(D)(18), Aqua states that there is a present and continuing need by the public in the area encompassed by the application for facilities and services of the type that Aqua proposes to provide.

14. As required by Ohio Adm. Code 4901:1-15-05(D)(19), Aqua states that no existing agency, publicly or privately owned or operated, would or could economically and efficiently provide the facilities and services needed by the public in the area which is the subject of the application.

15. As required by Ohio Adm. Code 4901:1-15-05(D)(20), this application provides a description of the convenience and location to be served under the Certificate.

16. With respect to Ohio Adm. Code 4901:1-15-05(D)(21), as discussed below, Aqua is requesting a waiver of the requirement to publish legal notice of this proceeding.

17. With respect to Ohio Adm. Code 4901:1-15-05(D)(22), Aqua requests that the Commission accept the appended verifications in lieu of the affidavits required by this provision.

APPROVAL OF TARIFF AMENDMENTS

18. Aqua also requests that the Commission approve certain minor revisions to Aqua's P.U.C.O. Tariff No. 2 (for waterworks service) and P.U.C.O. Tariff No. 1 (for sewage-disposal service) to incorporate the provision of service to Southwoods Estates, including the

following revisions: to add Southwoods Estates to the tariff cover sheets; to include rate schedules applicable to Southwoods Estates; to include maps of the Southwoods Estates service area; and to update the subject indexes. Revisions to both tariffs are shown in Exhibit 3.

19. Regarding rates, Aqua will provide service to the Bank's customers at the same combined flat rate currently being charged by the Bank to the residents of Southwoods Estates. Aqua is accordingly providing rate schedules consistent with the rates currently paid by the Southwoods Estates customers. Because these rates constitute "first-filed" rates, Commission approval is not necessary and an application for an increase in rates is not required. *See, e.g., Cleveland v. Pub. Util. Comm.*, 67 Ohio St.2d 446, 448 (1981) ("[I]f there is a first filing involved, it is a 'new service'" and hence "an application *not* involving a rate increase") (emphasis added); *Cinnamon Lake Util. Co. v. Pub. Util. Comm.*, 42 Ohio St.2d 259, 262 (1975) (first-filing rule applies when new rates filed in conjunction with application for certificate of public convenience and necessity). In accordance with R.C. 4909.18, Aqua requests that the Commission "permit the filing of the schedule proposed in the application and fix the time when such schedule shall take effect."

20. These water rates will remain in effect until such time as new water rates are approved that incorporate the assets and costs related to the provision of service to Southwoods Estates. Likewise, these sewage-disposal rates will remain in effect until such time as new sewage-disposal rates are approved that incorporate the assets and costs related to the provision of service to Southwoods Estates.

REQUEST FOR WAIVER OF NOTICE AND HEARING

21. Aqua requests that the Commission approve the application without requiring the provision of public notice and without requiring any hearing that may be authorized under any applicable statute or Commission rule.

22. Only a small number of customers will be directly affected by the application. The application requests neither an increase in rate nor a change in rate to any existing customers, and the approval of the application will not have any detrimental impact on the quality or reliability of service to customers. Because the application will not affect customers outside of Southwoods Estates, the costs of notice by publication would provide no apparent benefit and are unwarranted. Aqua is willing to provide notice of this application to the affected customers in Southwoods Estates if deemed necessary by the Commission.

23. Granting the requested waiver will minimize the cost and expense of preparing and processing this application and will not hinder the Commission's review of the application. In similar circumstances, the Commission has waived the requirement of publishing notice, *see* Case No. 11-5102-WS-ATR, Order at 11 (Feb. 14, 2012), and the requirement of holding a hearing, *see id* & Case No. 05-347-WW-UNC, Order (Apr. 27, 2005).

24. In lieu of published legal notice, Aqua proposes that following the closing of the transaction, it provide written notice to the newly acquired Southwoods Estates customers.

EXHIBIT LIST

25. In support of the application, Aqua submits the following exhibits:

Exhibit 1: Water and Wastewater System Transfer Agreement

Exhibit 2: Metes and bounds description and map of service area

Exhibit 3: Proposed tariff pages.

WHEREFORE, Aqua respectfully requests that the Commission issue a Final Order on or before October 31, 2018, approving this application as submitted and granting all other necessary and proper relief.

Dated: August 24, 2018

Respectfully submitted,

/s/ Andrew J. Campbell

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(All counsel are willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC. &
AQUA OHIO WASTEWATER, INC.

VERIFICATION

STATE OF OHIO)
) SS
COUNTY OF MAHONING)

Before me, a Notary Public for the State of Ohio, personally appeared Edmund P. Kolodziej, Jr., who first having been sworn, deposed and said that he is the President of Aqua Ohio, Inc., that he has read the foregoing application, and that the statements set forth therein are true and accurate to the best of his knowledge and belief.

By: 
Edmund P. Kolodziej, Jr.
President

Subscribed and sworn before me, a notary public, this 23 day of Aug. 2018.


Notary Public

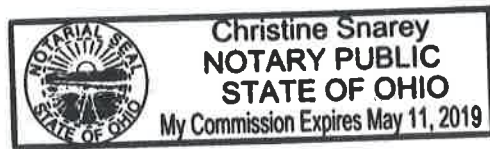


EXHIBIT 1

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "Agreement") is made and entered into this 3rd day of July, 2018, (the "Effective Date") between SUTTON BANK, an Ohio banking corporation ("BANK") on the one hand, and AQUA OHIO, INC. ("AQUA OHIO"), an Ohio corporation and AQUA OHIO WASTEWATER, INC., ("AQUA OHIO WASTEWATER") an Ohio corporation (collectively "AQUA") on the other hand (BANK and AQUA are each individually a "Party" and collectively the "Parties"). The capitalized terms contained in this Agreement are defined in the text of this Agreement or in the Glossary of Defined Terms (Section 13).

RECITALS

A. BANK owns, maintains, and operates a water and wastewater system (the "Systems") located in Montgomery Township, Ohio that provides service to residents within Ashland County, Ohio (the "Service Area"). The Service Area is more particularly described in the description attached as *Exhibit A*.

B. AQUA OHIO is a public water utility that furnishes retail water service to the public in various portions of the State of Ohio.

C. AQUA OHIO WASTEWATER is a subsidiary of AQUA OHIO and a public wastewater utility that furnishes retail wastewater service to the public in various portions of the State of Ohio.

D. BANK desires to convey to AQUA, and AQUA desires to receive from BANK, certain assets, properties, rights, obligations, and interests of BANK used in connection with the Systems, all upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual representations, warranties, covenants, duties, and obligations herein contained, the receipt and sufficiency of such consideration being hereby acknowledged, the Parties hereby agree as set forth in this Agreement.

1. **SALE AND PURCHASE OF THE PURCHASED ASSETS.** Subject to the terms and provisions hereinafter set forth, at "Closing" (hereinafter defined), AQUA shall receive the "Systems' Assets" (hereinafter defined) from BANK, and BANK shall assign, transfer, convey, and deliver the Systems' Assets to AQUA, free and clear of any and all mortgages, liens, pledges, interests, security interests, encumbrances, claims, charges, taxes, options, options to purchase, leases, licenses, the balance due under any lease or financing arrangements, restrictions and rights of any person or entity of any kind, nature or description whatsoever (collectively, "Liens"). Other than title and the absence of Liens, the Systems' assets are being transferred in their "as-is," "where-is," "with all faults" condition. AQUA is not relying on any representations or warranties from BANK concerning, but not limited to, the physical condition of the Systems or the Systems' Assets.

- A. "Systems' Assets" means all of BANK's rights, claims, owned and leased tangible and intangible assets, and real and personal property and leasehold interests *which are part of the Systems and* are held, used, or useful in connection with the disposal, treatment, and conveyance of water and wastewater within the Service Area, including, without limitation the assets, properties, interests, and rights of BANK set forth on *Schedule 1A*, and:
- (1) The property interests and all buildings, pipes, pipelines, wells, pumping stations, lift stations, storage tanks, standpipes, plants, sprayfields, structures, improvements, fixtures, alterations, rights-of-way, rights, privileges, uses, licenses, easements, and mineral and subsurface rights owned by BANK, or in which BANK has an interest, and all hereditaments, tenements, and appurtenances belonging or appertaining thereto, and all right, and interest of BANK in and to all streets, water courses, or water bodies adjacent to, abutting, or serving such assets (collectively, the "Real Property");
 - (2) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property forming a part of, directly relating to, or primarily used in connection with the Systems;
 - (3) all supplies and inventories relating to the Systems;
 - (4) all rights of BANK under any written or oral contract, easement, license, agreement, guaranty, warranty, lease, plan, instrument, bid, quotation, proposal, registration, permit, certificate, franchise or other authorization, approval, or other document, instrument, commitment, arrangement, undertaking, practice, or authorization, relating to the Systems;
 - (5) all rights and choses in action of BANK arising out of acts, occurrences, omissions, and events before or after the Closing relating to the Systems; and;
 - (6) all information, files, records, surveys, reports, studies, data, plans, specifications, contracts, and recorded knowledge, including customer and supplier lists and property records, related to the foregoing.
- B. The Systems' Assets shall not include:
- (1) any and all customer water service lines that run from either the curb box (or if no curb box from the street or main) to each individual residence, commercial, or industrial structure served by the Systems;

- (2) any and all customer wastewater service lines that run from either the clean-out (or if no clean out from the street or main) to each individual residence, commercial, or industrial structure served by the Systems;
 - (3) all grinder pumps, internal piping and fixtures within each individual customer's residence, commercial, or industrial structure, as the case may be;
 - (4) BANK's cash, cash equivalents, and accounts receivables; and
 - (5) any assets listed on *Schedule 1B(5)*.
- C. With the exception of the prospective obligations under the contracts and listed on *Schedule 1C* (the "Assumed Contracts"), together with the ongoing obligation to provide water and wastewater service to BANK's customers served by the Systems after the Closing all contractual and other liabilities and obligations of BANK shall remain the sole and exclusive responsibility, liability and obligation of BANK, and AQUA shall not assume or be responsible for any contractual or other liability or obligation of BANK, including those liabilities or obligations arising under any oral or written contract, agreement, instrument, commitment, lease, certificate, permit, employee benefit plan, practice or arrangement, pension, or retirement or savings plan, whether express or implied, fixed, contingent, or otherwise.
- D. BANK agrees to pay to AQUA the amount of \$10,000 (the "Sales Consideration"), payable in cash at Closing, for AQUA's agreement to accept ownership of the Systems' Assets.
- E. AQUA shall have the right to review and approve, in AQUA's sole discretion, BANK's title to the Real Property.
 - (1) No later than 30 days after the Effective Date, BANK shall deliver to AQUA a commitment (the "Commitment") for an Owner's Policy of Title Insurance issued by Title Company showing title to the Real Property in BANK.
 - (2) AQUA shall have a period of fourteen (14) days from receipt of the Commitment ("Title Review Period") in which to review the Commitment and to deliver to BANK, at AQUA's election, in writing, such objections as AQUA may have to any matters contained in the Commitment ("AQUA's Objection Notice"; any of said objections listed on AQUA's Objection Notice are deemed the "Objectionable Exceptions"). BANK may elect to: (a) cure any Objectionable Exceptions prior to the expiration of the 30 days of the date of the Agreement but prior to Closing, (b) Upon express written agreement with AQUA to cure any Objectionable

Exceptions after 30 days of the date of the Agreement, but prior to Closing, or (c) elect not to cure any Objectionable exceptions. If the BANK elects not to cure any Objectionable Exceptions, AQUA shall have the right to either: (a) terminate this Agreement by delivering written notice to BANK, in which event, each Party shall be released from further liability to the other; or (b) consummate the transaction contemplated by this Agreement in accordance with the terms hereof.

- (3) If an exception to or encumbrance on title or other title defect other than a Permitted Exception is added to the Commitment subsequent to the date hereof, but prior to the Closing Date ("Unpermitted Exceptions"), then, prior to the Closing Date, the Parties shall proceed with the elections pursuant to **Section E.(2) (a) through (c)** prior to the Closing Date.

- F. On the Closing Date, BANK shall cause Title Company to issue to AQUA an ALTA 2006 Owner's Policy of Title Insurance ("Title Policy") or irrevocable commitment to issue same covering the Real Property in the amount of the Ashland County Auditor's valuation as of the Effective Date, showing fee simple title vested in AQUA.

2. **REPRESENTATIONS AND WARRANTIES OF BANK.** BANK hereby represents and warrants unto AQUA as follows:

- A. BANK is a banking corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- B. AQUA will receive title to the Systems and the Systems' Assets, free of Liens and Unpermitted Exceptions.
- C. BANK has the full legal power and lawful authority to execute and deliver this Agreement and all other documents, instruments, and agreements to be executed and delivered pursuant to this Agreement (collectively, the "Transaction Documents") or necessary to consummate the sale of the Systems' Assets to AQUA free of Liens and Objectionable Exceptions, and to perform the other transactions described in and contemplated by this Agreement and the Transaction Documents.
- D. The execution and delivery of this Agreement and Transaction Documents have been duly authorized by BANK's Board of Directors.
- E. This Agreement and the Transaction Documents constitute the valid and binding obligations of BANK, enforceable against BANK in accordance with their respective terms.

- F. Neither the execution and delivery of this Agreement and the Transaction Documents, nor the performance of BANK's covenants, duties, and obligations set forth in this Agreement and the Transaction Documents, including the sale of the Systems and the Systems' Assets to AQUA requires the approval or authorization of any other person or entity, and does not violate, breach or conflict with any Governmental Law or Decision, contract, lease, or permit to which BANK is a party or is bound.
- G. BANK is not a party to any judgment, order, writ, injunction, or decree of any court or Governmental Authority relating to the Systems, or the Systems' Assets.
- H. There are no contractual or other liabilities or obligations of BANK, accrued, absolute, contingent or otherwise, relating to the Systems or the Systems' Assets, including any direct or indirect indebtedness, guaranty, endorsement, Claim, obligation or responsibility, whether accrued, absolute, contingent, non-contingent or otherwise, except as set forth upon *Schedule 2H*, which *Schedule 2H* will be updated as of the Closing. There are no currently pending, and BANK has received no notice of any, special assessments of any nature with respect to the Systems or the Systems' Assets, nor has BANK received any notice of any special assessment being proposed or contemplated.
- I. BANK does not know of any pending or threatened Claims, investigations, violations, or legal or administrative proceedings regarding the Systems, the Systems' Assets, or BANK's ability to sell, assign, transfer, convey, and deliver the Systems' Assets to AQUA, nor does BANK know of any basis for any such Claims, actions, investigations, violations, or legal or administrative proceedings, including without limitation, proceedings for or involving collections, eminent domain, or zoning violations, or personal injury or property damage alleged to have occurred on the Real Property or by reason of the condition, use of, or operation on or from the Real Property.
- J. BANK is not a party to any contract providing for future payments of refunds or rebates, including with respect to any extension agreement, customer deposit agreement or similar agreement with respect to the Systems, or the Systems' Assets.
- K. There are no conditions or developments existing or, to the knowledge of BANK, pending or threatened, which would have a material adverse effect on the Systems or the Systems' Assets. There are no facts material to the use and operation of the Systems, or the Systems' Assets which BANK has not disclosed to AQUA.
- L. All tax returns and reports required to be filed for the Systems on or before the Closing have or will be filed, and all such tax returns and reports are true, accurate and complete and properly reflect the income, expenses, results of

operations, transactions and taxable events for the periods of time reported therein.

- (1) All taxes of any kind, nature or description whatsoever that are due and payable for the Systems have been fully and timely paid to the proper tax or collecting authorities, and BANK will fully and timely pay all taxes due from BANK after the Closing.
- (2) There are no disputes pending or Claims asserted against BANK regarding any taxes for the Systems, nor are there any pending or threatened audits, investigations or outstanding matters under discussion with any taxing authorities with respect to the payment of any taxes by BANK for the Systems.
- (3) There are no Liens for taxes (except for inchoate Liens for taxes not yet due) upon the Systems or any of the Systems' Assets.
- (4) To the extent required by Governmental Laws and Decisions, has withheld or collected from and deposited all required taxes on behalf of the Systems employees.
- (5) Taxes have been withheld, collected and timely remitted for all required sales and use taxes, if any, attributable to sales to the Systems' customers and accounts.
- (6) BANK shall be responsible for, and as of the Closing, shall have paid all ad valorem taxes on the Systems' Assets assessed during any time prior the Closing and, after the Closing, BANK shall be responsible for, and shall fully and timely pay all ad valorem taxes on the Systems' Assets levied after the Closing for any period of time prior to the Closing.

M. The Systems' are not subject to, and the party's owning the Systems do not maintain and are not required to make any payment or other contribution under any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, employee pension benefit plan within the meaning of Section 3(2) of ERISA, a plan that is both, or any other qualified or non-qualified pension, welfare, retirement or savings plan, group insurance plan or any other benefit plan (collectively, "Plans") for the Systems.

N. BANK is not a party to or bound by any contract or agreement, including any contract for collective bargaining with any labor union, for the employment or engagement of any employee, agent, independent contractor or other person who worked for BANK on account of the Systems which contract or agreement is not terminable without any cause on not more than 30 days' notice without any

liability or any payment to such employee, agent, independent contractor or other person.

- O. BANK has not received any notice from the United States Environmental Protection Agency, the Ohio Environmental Protection Agency or otherwise alleging that the Systems were or are not in full compliance with all Environmental Laws.
- P. No representation or warranty of BANK in this Agreement or the Transaction Documents, and no statement, document, agreement, information, or certificate made or furnished or to be made or furnished to AQUA pursuant to this Agreement or the Transaction Documents or in connection with the negotiation, execution, or performance of this Agreement or the Transaction Documents, both now and as of the Closing, contains any untrue statement of a material fact or fails to state any material fact, necessary to make any statement herein or therein not misleading.

3. **REPRESENTATIONS AND WARRANTIES OF AQUA.** AQUA hereby represents and warrants unto BANK as follows.

- A. AQUA OHIO and AQUA OHIO WASTEWATER are corporations duly organized, validly existing, and in good standing under the laws of the State of Ohio.
- B. AQUA has the full legal power and lawful authority to execute and deliver this Agreement and the Transaction Documents.
- C. The execution and delivery of this Agreement and the Transaction Documents have been duly authorized by AQUA's Board of Directors.
- D. This Agreement and the Transaction Documents constitute the valid and binding obligations of AQUA, enforceable against AQUA in accordance with their respective terms.
- E. No representation or warranty of AQUA in this Agreement or the Transaction Documents, and no statement, document, agreement, information, or certificate made or furnished or to be made or furnished to BANK pursuant to this Agreement or the Transaction Documents or in connection with the negotiation, execution, or performance of this Agreement or the Transaction Documents, both now and as of the Closing, contains any untrue statement of a material fact or fails to state any material fact, necessary to make any statement herein or therein not misleading.

4. **BULK SALES.** If BANK deems it necessary to do so in its sole discretion, as soon as practical after the execution of this Agreement, but no later than 30 days prior to the Closing, BANK shall prepare and transmit written notice of the sale and purchase of the Systems' Assets to the Ohio Department of Taxation.

5. **CLOSING.** Subject to the terms and conditions contained in this Agreement, the consummation of the sale and purchase of the Systems' Assets (the "Closing") shall take place, on a date selected by AQUA not later than 35 days after AQUA's receipt of final regulatory approvals (the "Closing Date"), including the regulatory approvals described in **Section 8.E.**, but shall be effective as of 12:01 a.m. *EST* on the day following the Closing Date. The transaction contemplated herein shall be closed on the Closing Date through and escrow with a title company agreed upon by the Parties in writing.

- A. Notwithstanding the foregoing, if the Closing has not occurred on or before December 31, 2018, either Party shall have the right to terminate this Agreement upon delivery of written notice to the other, unless the Closing has not occurred as a result of a Party's breach or default of its covenants, duties, and obligations pursuant to this Agreement.
- B. At the Closing, BANK shall deliver to AQUA sole and exclusive possession and operating control of the Systems and the Systems' Assets, together with the following instruments and documents of conveyance and transfer, all in form and substance reasonably satisfactory to AQUA and its counsel, as shall be necessary and effective to transfer to AQUA title to the Systems' Assets, and all rights to operate the Systems as now being operated, including, but not limited to:
 - (1) a Limited Warranty Deed (the "Deed") conveying fee simple title to the Real Property to AQUA. The deed for the property on which the water treatment plant is sited shall be conveyed to AQUA OHIO. The deed for the property on which the wastewater treatment plant is sited shall be conveyed to AQUA OHIO WASTEWATER;
 - (2) a Bill of Sale conveying the tangible and intangible personal property which constitute a portion of the Systems' Assets to AQUA. The Bill of Sale for those items in Schedule 1A designated as water assets shall be made to AQUA OHIO. The Bill of Sale for those items in Schedule 1A designated as wastewater assets shall be made to AQUA OHIO WASTEWATER;
 - (3) Assignments conveying the Assumed Contracts to AQUA;
 - (4) Assignments of all leases of real estate and tangible and intangible personal property which constitute a portion of the Systems' Assets;
 - (5) names and addresses of all customers of the Systems, together with the

billing history for each customer;

- (6) copies of all the agreements, contracts, commitments, leases, certificates, permits, and other instruments, documents, and undertakings described in this Agreement and the Transaction Documents; and
- (7) keys to all buildings, structures, and gates.

C. At Closing, BANK shall also deposit with the Title Company the following:

- (1) The Title Policy;
- (2) A non-foreign certificate in accordance with the provisions of **Section 14** hereof;
- (3) Such proof of BANK's authority and authorization to enter into this Agreement and perform BANK's obligations under this Agreement as may be reasonably required by AQUA and/or Title Company;
- (4) Such other documents as AQUA may reasonably request to enable AQUA to consummate the transaction on the terms set forth in this Agreement.

D. All State, County and Municipal transfer taxes imposed on the conveyance or transfer of the System's owned real property to AQUA shall be fully and timely paid *fifty percent (50%) by each of BANK and AQUA*. The Parties shall cooperate in the preparation of, and shall jointly execute and deposit with the Title Company, all applicable transfer tax declarations.

E. Proration of *rentals, revenues and other income, if any, from the operation of Systems and the Systems' Assets* and taxes, assessments, and other expenses, if any, affecting the Systems and the Systems' Assets shall be prorated as of 11:59 p.m. on the day prior to the Closing Date ("Proration Date"). There shall be no proration of any insurance premiums with respect to the Systems and the Systems' Assets, nor any assumption of insurance coverage by AQUA, unless AQUA so elects in writing.

F. BANK shall pay all taxes and assessments on the Real Property due prior to the Closing Date, including, without limitation, all special assessments. Unpaid taxes and assessments on the Real Property shall be prorated on an accrual basis as of the Closing Date based upon the most recent ascertainable assessed valuation, tax multiples, and tax rate. BANK shall be liable for any back tax bill which may be imposed by taxing authorities related to the period prior to the Closing Date. The respective obligations of the Parties under this **Section** shall expressly survive Closing.

- G. BANK and AQUA will cooperate to transfer to AQUA all utility services provided to owned and leased real estate or any of the other Systems' Assets.
- H. BANK shall bear (1) up to \$2,500 of the cost of the Title Policy and all endorsements thereto requested by AQUA; (2) the cost to record any instruments necessary to clear BANK's title; and (3) one-half the cost of the Closing fees. AQUA shall bear the cost of any recording fees with respect to the Deed and one-half the cost of the Closing fees.
- I. The Parties shall make such additional adjustments as are normally made in connection with a purchase and sale of the type contemplated hereunder. The Parties agree to cause a Schedule of tentative adjustments to be prepared prior to the Closing Date. Such adjustments, if and to the extent known and agreed upon as of the Closing Date, shall be paid by AQUA to BANK (if the prorations result in a net credit to the BANK) or by BANK to AQUA (if the prorations result in a net credit to AQUA). All prorations hereunder shall be final, unless otherwise expressly provided hereunder.

6. **CONDUCT OF SELLER'S BUSINESS PENDING CLOSING.** Between the date of this Agreement and the Closing, BANK shall:

- A. conduct the Systems' business consistent with past practice, and not enter into any transaction, contract, lease, commitment, or agreement, or incur any contractual or other liability or obligation, except in the ordinary course of the Systems' business consistent with past practice;
- B. service and maintain the Systems' tangible personal property;
- C. not sell, transfer, lease, or grant a Lien upon the Systems or the Systems' Assets;
- D. not amend, terminate, or cancel any written or oral contract to which BANK is a party related to the Systems, or to which the Systems' Assets are the subject matter, or is bound;
- E. use its best efforts to maintain its relationships and goodwill with its suppliers, vendors, customers, agents, independent contractors, and all other persons and entities doing business with BANK concerning the Systems;
- F. not increase or promise to increase any wages, compensation, benefits, other remuneration, or rates payable, or to become payable, to any independent contractor or agent of the Systems;
- G. comply with all federal, state, municipal, and local governmental laws, ordinances, rules, regulations and orders Governmental Laws and Decisions applicable to the Systems, the Systems' Assets

- H. promptly advise AQUA in writing of all acts, omissions and events occurring between the date of this Agreement and the Closing which could render any of BANK's representations or warranties untrue, incorrect, or incomplete, whether contained in this Agreement, the Transaction Documents, or elsewhere;
- I. promptly advise AQUA in writing of the threat or commencement of any Claim against or involving the System, the Systems' Assets, or the sale of the Systems' Assets to AQUA, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects, or condition (financial or otherwise) of the Systems;
- J. use its best efforts to cause all of the conditions to the Closing set forth in this Agreement to be fully satisfied or performed on or prior to the Closing Date;
- K. provide AQUA, its officers, employees, agents, accountants, attorneys and other representatives reasonable access to, and the right to inspect, during normal business hours, all of the leased real and personal property of the Systems, the Systems' Assets, records, contracts and other documents relating to the Systems' business and business operations;
- L. not initiate, develop or execute any plans for expansion of, or improvement to, the Systems or the Systems' Assets; and
- M. deliver to AQUA upon receipt all notices and other communication from Governmental Authorities or the Systems customers.

7. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.** BANK's obligation to consummate the sale and purchase of the Systems' Assets, and the other transactions described in and contemplated by this Agreement and the Transaction Documents, is subject to the fulfillment or satisfaction at or prior to the Closing of each of the following conditions precedent:

- A. AQUA shall have fully and timely performed all covenants, duties, and obligations to be performed prior to or at the Closing, and AQUA shall provide BANK with a certificate of an officer of AQUA dated the Closing Date, confirming AQUA's full and timely performance of such covenants, duties, and obligations and that all representations and warranties of AQUA set forth in this Agreement and the Transaction Documents are true and correct as of the Closing, as though such representations and warranties were made as of the Closing; and
- B. no investigation, proceeding or other Claim shall be pending or threatened as of the Closing Date before any court, governmental agency, or other tribunal seeking to restrain, enjoin, or prohibit the consummation of the sale and purchase

of the Systems' Assets or the other transactions described in or contemplated by this Agreement or to obtain damages or other relief in connection therewith or as a result thereof.

8. **CONDITIONS PRECEDENT TO AQUA'S OBLIGATIONS TO CLOSE.** AQUA's obligation to consummate the sale and purchase of the Systems' Assets, and the other transactions described in and contemplated by this Agreement and the Transaction Documents, is subject to the fulfillment or satisfaction at or prior to the Closing of each of the following conditions precedent:

- A. BANK shall have remedied and removed all Liens and Objectionable Exceptions;
- B. BANK shall have fully and timely performed all covenants, duties, and obligations to be performed prior to or at the Closing, and BANK shall provide AQUA with a certificate dated the Closing Date, confirming BANK's full and timely performance of such covenants, duties, and obligations and that all representations and warranties of BANK set forth in this Agreement are true and correct as of the Closing, as though such representations and warranties were made as of the Closing;
- C. no investigation, proceeding or other Claim shall be pending or threatened as of the Closing Date before any court, governmental agency or other tribunal seeking to restrain, enjoin or prohibit the consummation of the sale and purchase of the Systems' Assets or the other transactions described in or contemplated by this Agreement and the Transaction Documents or to obtain damages or other relief in connection therewith or as a result thereof;
- D. no material adverse change shall have occurred with regard to the Systems business, the Systems or the Systems' Assets.
- E. AQUA shall have received all authorizations and approvals from Governmental Authorities required for the sale and purchase of the Systems' Assets and AQUA's ownership and operations of the Systems after the Closing, including, the adoption and approval of an Order from Ohio Public Utility Commission in form and substance satisfactory to AQUA, authorizing:
 - (1) the sale and purchase of the Systems' Assets pursuant to this Agreement;
 - (2) AQUA to provide water and wastewater service to the residents in the Service Area, including the Systems' customers; and
 - (3) BANK to abandon the Service Area;

- F. Neither the Systems nor the Systems' Assets shall be, or be threatened to be, materially damaged or adversely affected by fire, explosion, earthquake, cessation or interruption of utility or other services, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces, terrorists or other public enemies, an act of God or any other casualty, disaster, event or occurrence.
- G. AQUA shall have received easements from any third-party landowner serviced by the Systems or the Systems' Assets that AQUA reasonably believes is necessary.

9. INDEMNIFICATION

- A. AQUA shall defend, indemnify, and hold BANK and BANK's subsidiaries and affiliates and their respective members, managers, officers, directors, shareholders, as applicable, and employees, agents, accountants, attorneys, legal representatives, successors, and assigns, as applicable (collectively, the "BANK Group"), harmless of, from, and against any and all Claims made or brought against, or incurred or sustained by the BANK Group, or any of them, arising from, in connection with, or relating to:
 - (1) AQUA's provision of water and wastewater service after the Closing;
 - (2) AQUA's violation of any Governmental Laws or Decisions;
 - (3) AQUA's acts and omissions after the Closing;
 - (4) AQUA's breach or default of any of its representations, warranties, covenants, duties, or obligations set forth in this Agreement or the Transaction Documents; and
 - (5) the enforcement of this Section.
- B. BANK shall defend, indemnify and hold AQUA and AQUA's subsidiaries and affiliates and their respective members, managers, officers, directors, shareholders, as applicable, employees, agents, accountants, attorneys, legal representatives, successors and assigns, as applicable (collectively, the "AQUA Group"), harmless of, from and against any and all Claims made or brought against, incurred or sustained by the AQUA Group, or any of them, arising from, in connection with or relating to:
 - (1) any contractual or other liabilities or obligations of related to the Systems or of BANK of any kind, nature or description whatsoever, excepting only prospective obligations pursuant to the Assumed Contracts;

- (2) BANK's breach or default of any of its representations, warranties, covenants, duties or obligations set forth in this Agreement or the Transaction Documents, including any Schedule or in any document, instrument or information BANK furnished to AQUA in connection with its due diligence investigations regarding the sale and purchase of the Systems' Assets pursuant to this Agreement;
 - (3) the provision of water wastewater service by any party for the period prior to the date of Closing;
 - (4) issues of regulatory compliance and Claims by third parties arising from or in connection with events that occurred prior to the Closing;
 - (5) BANK's failure to perform any of its covenants, duties or obligations after the Closing;
 - (6) tax liabilities related to the Systems for the period prior to Closing;
 - (7) Employee Liabilities related to the Systems for the period prior to Closing; and/or
 - (8) the enforcement of this Section.
- C. Except as it concerns environmental contamination that occurred while BANK owned the Real Property, BANK's indemnification obligations under **Section 9B** will expire three years after the Closing.
- D. Each Party shall provide the other with prompt notice of any Claims which such Party believes it is entitled to indemnification for pursuant to this Section; provided, however, that the failure to give prompt notice of a Claim will not affect such Party's rights to indemnification under this Agreement, except if, and then only to the extent that, the indemnitor's defense of such Claim is actually prejudiced by reason of such failure to give prompt notice.
10. **REMEDIES.** BANK acknowledges that the Systems' Assets are unique and not otherwise available, and agrees that, in addition to any other rights and remedies available to AQUA, AQUA shall be entitled to specific performance of the sale and purchase of the Systems' Assets.
- A. If any Party (the "Defaulting Party") breaches any of its respective representations or warranties, or breaches or defaults in the full and timely performance of any of its respective covenants, duties, or obligations set forth in this Agreement or any of the Transaction Documents, the Defaulting Party will be liable and will promptly pay to the non-Defaulting Party upon demand, all costs and expenses incurred as a result of such breach or default and in enforcing

any of the non-Defaulting Party's rights or remedies pursuant to this Agreement, the Transaction Documents, at law, in equity, or otherwise, including the non-Defaulting Party's attorneys' fees, court costs and costs of collection.

- B. All of the rights and remedies of the Parties pursuant to this Agreement and the Transaction Documents are cumulative, are not exclusive, and are in addition to all other rights and remedies of each such Party, at law, in equity or otherwise.

11. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Except as otherwise set forth in this Agreement, all representations and warranties set forth in this Agreement and the Transaction Documents shall survive the Closing for a period of three years notwithstanding any investigation or audit conducted before the Closing or a Party's decision to consummate the sale and purchase of the Systems' Assets.

12. **COMMUNICATIONS.** All notices, requests, demands, waivers, consents, directions, objections, designations, authorizations, transmittals, and other communications required or desired to be given pursuant to this Agreement or any of the Transaction Documents will be given in writing and will be deemed duly given upon personal delivery, or upon actual receipt if sent by certified mail, postage prepaid, return receipt requested, or if deposited with a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery, and in each case if directed as follows:

if to BANK, then to:

Sutton Bank
Attn: Tom Showman
1 South Main Street
Attica, OH 44807

With a copy to:
Michael D. Stultz, Esq.
Meyer & Kerschner, Ltd.
106 E. Market St.
Tiffin, OH 44883

if to AQUA, then to:

AQUA OHIO, INC.
Attn: President
6650 South Avenue
Boardman OH 44512

With a copy to:
Aqua Ohio, Inc.
c/o Legal Dept.
762 W Lancaster Ave
Bryn Mawr, PA 19010

or to such other person, entity, or address as a Party may respectively designate in like manner, from time to time.

13. **GLOSSARY OF DEFINED TERMS.** The following words and phrases shall have the following definitions and meanings.

- A. "Claims" means claims, demands, actions, litigation, causes of action, suits, arbitrations, mediations, administrative and other proceedings, covenants, duties, obligations, controversies, agreements, promises, damages, debts, sums of money,

accounts, accountings, reckonings, bonds, bills, specialties, orders, judgments, executions, losses, diminution of value, liabilities, assessments, penalties, back charges, set-offs, offsets, costs, and expenses whatsoever, including attorneys' fees, costs of investigation and defense, at law or in equity, now existing or hereafter arising, both known and unknown, disclosed or undisclosed, Scheduled or un-Scheduled, accrued or un-accrued choate or inchoate, direct or indirect, foreseeable or unforeseeable, liquidated or unliquidated, absolute, contingent or non-contingent, or insured or uninsured.

- B. "Code" means the Internal Revenue Code of 1986.
- C. "Environmental Laws" means all federal, state, municipal, and local environmental laws and regulations, including, without limitation, the Clean Water Act also known as the Federal Water Pollution Control Act U.S.C. § 1251 et seq., the Toxic Substances Control Act 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act, 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act 42 U.S.C. 6901, and the Atomic Energy Act, Act of August 30, 1954, Ch. 1073, 68 Stat. 919 (codified as amended in scattered Sections of 5 U.S.C. and 42 U.S.C.
- D. "Governmental Authority" means the United States and any foreign nation or government, any federal, state, municipal, local, county, city, or other political subdivision thereof, governmental agency or authority, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to the United States of America and any foreign nation or government and any person or entity employed, engaged, owned, or controlled by any of the foregoing.
- E. "Governmental Authorization" means all United States of America, foreign, federal, state, municipal, and local licenses relating to, necessary, used, useful, or usable in the operation of the Systems, the Systems' Assets, and the Systems' business and, including health, safety, and Hazardous Substances licenses and all exemption, waiver, "grandfather" or similar benefit or provision issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Governmental Laws and Decisions.
- F. "Governmental Laws and Decisions" mean, collectively, all laws, statutes, ordinances, treaties, rules, regulations, codes, policies, interpretations, orders, judgments, decrees, writs, injunctions, and determinations of any Governmental Authority, court, administrative judge, or hearing officer, arbitrator, arbitration

panel, mediator, or other tribunal. Any reference to a legislative act or regulation shall be deemed to include all amendments thereto, and all regulations, orders, decrees, judgments, opinions, directives, or notices issued thereunder.

G. "Hazardous Substances" means each substance identified or designated as such under CERCLA, as well as any other substance or material meeting any one or more of the following criteria:

- (1) it is or contains a substance designated as a solid waste, hazardous waste, hazardous substance, hazardous material, pollutant, contaminant, or toxic substance under any Environmental Law;
- (2) it is toxic, reactive, corrosive, ignitable, infectious, radioactive, or otherwise hazardous; or
- (3) it is or contains, without limitation, petroleum hydrocarbons, asbestos, polychlorinated biphenyls, or formaldehyde urea.

H. "Other Benefit Obligations" means all obligations, arrangements, plans or customary practices, whether or not legally enforceable, to provide benefits, other than salary or wages, as compensation (whether taxable or not) for services rendered, to present or former directors, employees, agents or independent contractors, other than obligations, arrangements, plans or customary practices that are Plans, including consulting agreements, sabbatical and leave policies, severance policies, stock option and other stock compensation plans, fringe benefits within the meaning of Section 132 of the Code and cafeteria plans under Section 125 of the Code.

I. "Service Area" means the geographic area depicted on **Schedule 13.I**.

14. **NON-FOREIGN CERTIFICATE.** BANK shall provide AQUA, on or before the Closing Date, with a non-foreign certificate sufficient in form and substance to relieve AQUA of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to AQUA and the Title Company.

15. **CONSTRUCTION.** This Agreement and the Transaction Documents will be governed, construed and interpreted in accordance with the laws and decisions of the State of Ohio without regard to conflicts of law principles that would require the laws of another state or jurisdiction be applied.

A. This Agreement and the Transaction Documents collectively constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous verbal

and written communications, agreements, assurances, and understandings between the Parties with respect thereto.

- B. This Agreement and the Transaction Documents will be binding upon, inure to the benefit of, and will be enforceable by the Parties and their respective legal representatives, successors, and permitted assigns, if any, and no other Person except the BANK Group will be or be deemed a third-party beneficiary of this Agreement and the Transaction Documents.
- C. Neither this Agreement nor any of the Transaction Documents may be assigned without the prior consent of the other Party; provided, however, that AQUA may assign this Agreement, or any or all of the Transaction Documents, to one or more of AQUA's subsidiaries and affiliates, or to the purchaser of substantially all of AQUA's assets, upon notice to, but without the consent of, BANK.
- D. Neither this Agreement nor any of the Transaction Documents may be amended, changed, modified, or discharged, except by a writing signed by both Parties.
- E. Time is of the essence with regard to the transactions contemplated under this Agreement and the Transaction Documents. Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday, or legal holiday, such time for performance shall be on the next day that is not a Saturday, Sunday, or legal holiday. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included.
- F. This Agreement and the Transaction Documents may be executed in multiple counterparts, with the same effect as if the signatures to each counterpart were set forth upon a single counterpart.
- G. A waiver of any Party's default or breach of any of its respective representations, warranties, covenants, duties, or obligations, or any term or provision of this Agreement or any of the Transaction Documents, will be effective only if in writing and signed by both Parties and will be limited to the default or breach described therein; no such waiver will be or be deemed a waiver of any other, similar, prior, continuing, or subsequent default or breach.
- H. Each Party shall, upon request from the other Party from time to time, and without any additional compensation or remuneration, execute and deliver such further documents, instruments, certificates, and agreements, and take, or cause to be taken, such other actions as are necessary or appropriate to effectuate the sale and purchase of the Systems' Assets and the other transactions described in or contemplated by this Agreement.

- I. The numbers, headings, or titles of the Sections of this Agreement and the Transaction Documents are not a part of this Agreement and the Transaction Documents, but are for convenience of reference only and do not, and will not be used to, define, limit, continue, modify or affect the meaning or content of the Sections or such documents, instruments, certificates, or agreements.
- J. Unless the context clearly requires otherwise: (1) the masculine pronouns will include the feminine and neuter genders; (2) the singular will include the plural, and vice versa; (3) "and" and "or" mean "and/or"; (4) "including" means "including, without limitation"; (5) "hereof," "hereby," "herein," and "hereunder" mean this Agreement as a whole and not any Section, term, or provision of this Agreement; and (6) any reference to Governmental Laws and Decisions includes any amendment thereof, any successor thereto, and any rules and regulations promulgated thereunder.
- K. The Schedules referenced in this Agreement are attached hereto, made a part hereof, and incorporated herein by this reference.
- L. Each Party will be solely responsible for, and fully and timely pay all of, their respective costs and expenses incurred in connection with the sale and purchase of the purchased assets and the negotiation, preparation, and execution of this Agreement and the Transaction Documents, including all legal and accounting fees, whether or not the sale and purchase of the Systems' Assets is consummated.
- M. If any provision of this Agreement or the Transaction Documents is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed therefrom, and such invalidity or unenforceability will not affect any other provision of this Agreement and the Transaction Documents, the balance of which will remain in and have their intended full force and effect; provided, however, that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.
- N. Each Party acknowledges and agrees that it has participated equally in the preparation of this Agreement and the Transaction Documents and, accordingly, if any provision of this Agreement or any Transaction Document requires judicial interpretation, the court interpreting such provision shall not construe such provision, this Agreement, or any of the Transaction Documents against either Party.
- O. BANK and AQUA each irrevocably agree and hereby consent and submit to the non-exclusive jurisdiction of the state of Ohio, and the United States District Court for the Northern District of Ohio, with regard to any Claims relating to or

arising from or in connection with the sale and purchase of the Systems' Assets, this Agreement, the Transaction Documents, and any breach or default hereof or thereof.

P. The Parties mutually warrant and represent to the other that neither has authorized or engaged any broker to act on its behalf in respect of the transactions contemplated hereby. Each Party shall indemnify and save the other harmless from any claim by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby, where such claim is based on the purported employment or authorization of such broker or other person by such party.

Q. **SELLER AND PURCHASER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

BANK:

Sutton Bank

By: *Dennis L. Miller*

Print: Dennis L. Miller

Its: Vice President

AQUA:

AQUA OHIO, INC.

By: *Edmund P. Kolodziej*

Print: Edmund P. Kolodziej

Its: President

AQUA OHIO WASTEWATER, INC.

By: *Edmund P. Kolodziej*

Print: Edmund P. Kolodziej

Its: President

EXHIBIT A
SERVICE AREA

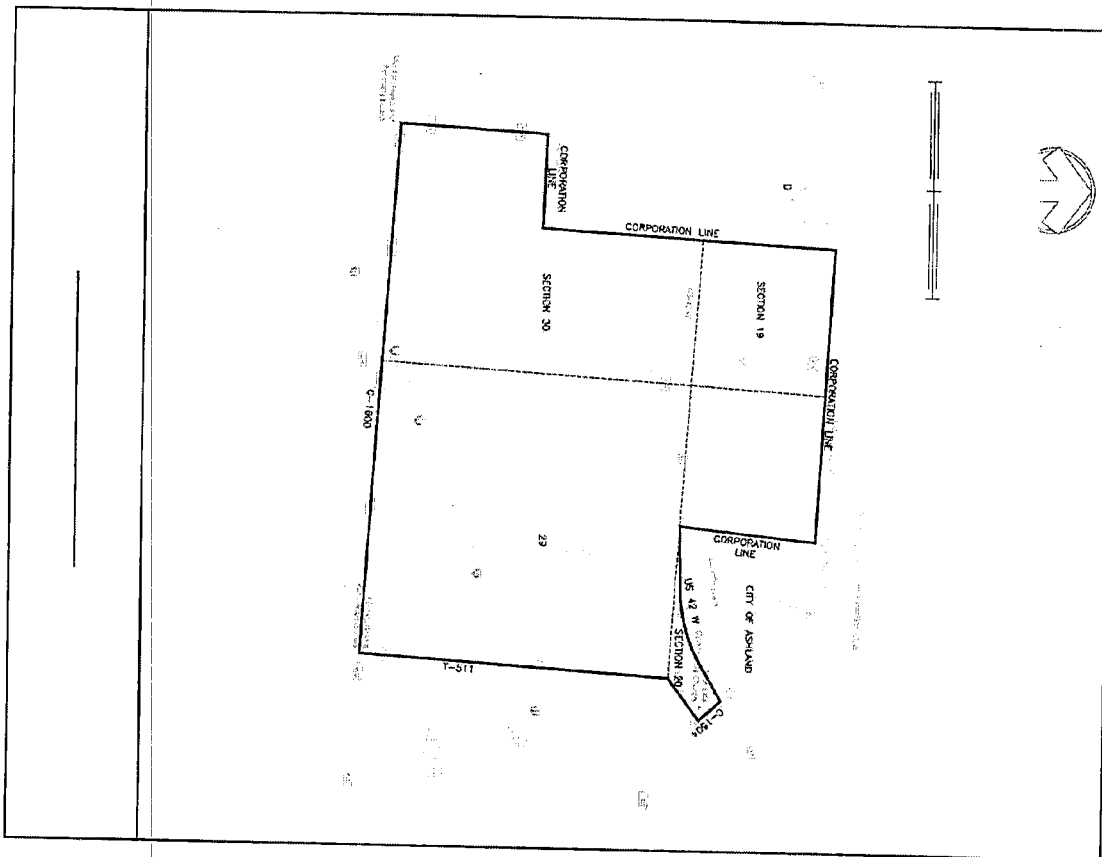
Southwoods Estates Service Area Description:

Situated in the Township of Montgomery, County of Ashland, State of Ohio, within the Southeast Quarter of Section 19, the Southwest Quarter and a portion of the Southeast Quarter of Section 20, a portion of the Southwest Quarter of Section 21, the Northeast Quarter and a portion of the Southeast Quarter of Section 30 and Section 29 T-22; R-16

Beginning at a post at the northeast corner of the Northwest Quarter of Section 29, also being a point on the City of Ashland Corporation Line;

THENCE WITH THE FOLLOWING TEN (10) COURSES:

- 1) thence a Northeasterly direction along the centerline of US Route 42 to the intersection of said US Route and County Road 511;
- 2) thence a Southeasterly direction a distance of 539 feet along the centerline of County Road 1504 to a point;
- 3) thence a Southwesterly direction to the Northeast corner of Section 29;
- 4) thence a Southerly direction along the centerline of Township Road 511 to the intersection of said Township Road and County Road 1600;
- 5) thence a Northeasterly direction along the centerline County Road 1600 to the intersection of said County Road and County Road 1095;
- 6) thence a Northeasterly direction along the centerline of County Road 1905 to the City of Ashland Corporation line;
- 7) thence an Easterly direction along the City of Ashland Corporation line to a point of said Corporation line located within Section 30;
- 8) thence a Northerly direction along the City of Ashland Corporation line to a point on said Corporation line located within the Southeast Quarter of Section 19;
- 9) thence an Easterly direction along the City of Ashland Corporation line to the intersection of the said Corporation line and the Southwest Quarter of Section 20;
- 10) thence a Southwesterly direction along the City of Ashland Corporation line to the principal place of beginning and containing within said bounds 1513.4 acres of land of which 154.3 acres are in the Southeast Quarter of Section 19, 167.2 acres are in the Southwest Quarter of Section 20, 9.2 acres are in Section 21, 716.8 acres are in Section 29 and 465.9 acres in the East half section of Section 30, more or less, and subject to all legal highways and easements of record.



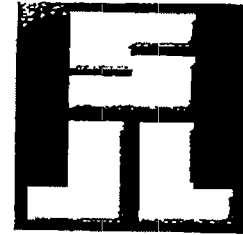
SCHEDULES

SCHEDULE 1A

LIST OF SYSTEMS' ASSETS

Sanitary Sewer	
Item	QTY
8" PVC Gravity Main	3235
48" Sanitary Manhole (depth varies)	18
4" House Connections/Cleanouts	1715
NORWECO Package Plant ST-200	1
Water	
8" DIP Main	1765
6" DIP Main	1888
2" Plastic Main	421
Hydrant Assembly	8
8" Gate Valve	8
6" Gate Valve	7
2" Gate Valve	3
8x8x8 TEE	2
8x8x8 TEE	3
6x6x6 TEE	5
8x11.25 Bend	1
8x6 Reducer	1
6x2 Reducer	1
Copper Services	41
Curb Box	41
1 20,000 PLANT with Wells	1

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



Boundary description of a 8.859 acre parcel (Water treatment plant) Job No. EW 2002I

Situated in the Township of Montgomery, County of Ashland, State of Ohio, Northwest Quarter of Section 29, T-22N; R-16W;

Known as being a part of lands conveyed to Sutton Bank in O.R. Volume 0614; Page 0362 of Ashland County Official Records and further bounded and described as follows:

Commencing at a post found at the northeast corner of the Northwest Quarter of Section 29;

thence S 03° 02' 40" W, 1086.28 feet along the quarter section line to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found at the southeast corner of lands conveyed to Kenneth W. and Louise M. Etzwiler in Volume 538; Page 13 of Ashland County Deed Records and the principal place of beginning of the parcel herein described:

THENCE WITH THE FOLLOWING SEVEN (7) COURSES:

- 1) continuing S 03° 02' 40" W, 385.64 feet along the quarter section line to a point at the northeast corner of lands conveyed to Ronald D. Kopchak II and Trisa S. Daniels in O.R.V. 0726; Page 0070 of Ashland County Official Records ~ witnessed by a post found S 87° 13' 39" E, 2.68 feet;
- 2) N 87° 13' 39" W, 847.79 feet along the northerly line of said Kopchak and Daniels lands to a capped pin marked "S.J.L., INC." found at a southeasterly corner of lands conveyed to G & K Rowland Builders, Inc. in O.R.V. 0785; Page 0590 of Ashland County Official Records;
- 3) N 13° 52' 14" W, 327.55 feet along an easterly line of said G & K Rowland Builders lands to a 5/8" rebar with I.D. marked "S.J.L., INC." found at a point of curvature;
- 4) northeasterly 304.52 feet along a southerly line of said G & K Rowland Builders lands along the arc of a curve deflecting to the left, said curve having a radius of 330.00 feet, a central angle of 52° 52' 18" and a chord which bears N 49° 41' 37" E, 293.83 feet to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found;

Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

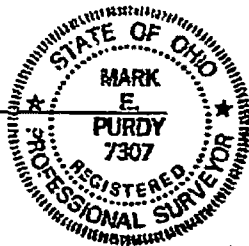
Page 2

- 5) S 66° 44' 32" E, 302.32 feet along a southerly line of said G & K Rowland Builders lands to a capped pin marked "S.J.L., INC." found at a southeasterly corner thereof;
- 6) N 31° 08' 52" E, 55.51 feet along an easterly line of said G & K Rowland Builders lands to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found at a southwest corner of aforesaid Kenneth and Louise Etzwiler lands;
- 7) S 77° 29' 37" E, 425.35 feet along the southerly line of said Etzwiler lands to the principal place of beginning and containing within said bounds 8.859 acres of land, more or less, and subject to all legal highways and easements of record.

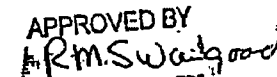
This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in July of 2014.

Basis of Bearing: N 87° 13' 39" W on the southerly line of Southwood Estates, Phase 1 in Plat Cab. 1; Page 366 by Mark E. Purdy of Shaffer, Johnston, Lichtenwalter & Associates, Inc.


Mark E. Purdy, P.S. #7307



NEW DESCRIPTION APPROVED
BY ASHLAND CO. ENGINEER
NEW PRICE

APPROVED BY

"NO PLAT REQUIRED"
ASHLAND COUNTY
PLANNING COMMISSION
9-15-2014

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



Boundary description for Waste Water Treatment area (7.692 ac.) Job No. EW 2002I

Situated in the Township of Montgomery, County of Ashland, State of Ohio, Southwest Quarter of Section 20 and the Northwest Quarter of Section 29, T-22N; R-16W;

Known as being a part of lands conveyed to Sutton Bank in O.R. Volume 0614; Page 0362 of Ashland County Official Records and further bounded and described as follows:

Beginning at a post found at the northeast corner of the Northwest Quarter of Section 29:

THENCE WITH THE FOLLOWING SEVEN (7) COURSES:

- 1) S 03° 02' 40" W, 50.06 feet along the quarter section line to a 5/8" rebar with I.D. cap marked "SCHEIDER" found at the northeast corner of lands conveyed to Kenneth W. and Louise M. Etwiler in Volume 538; Page 13 of Ashland County Deed Records;
- 2) S 74° 33' 15" W, 547.67 feet along the northerly line of said Etwiler lands to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found at the northwesterly corner thereof;
- 3) N 01° 37' 02" E, 137.07 feet to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found;
- 4) N 89° 25' 22" W, 448.97 feet to a 5/8" rebar with I.D. cap marked "S.J.L., INC." found;
- 5) N 01° 39' 36" E, 310.06 feet to a point in U.S.R. 42 (By-Pass) ~ witnessed by a 5/8" rebar with I.D. cap marked "S.J.L., INC." found S 01° 39' 36" W, 110.02 feet on the southerly right of way line of U.S.R. 42 (By-Pass);
- 6) S 89° 25' 22" E, 982.27 feet in U.S.R. 42 (By-Pass) to a point on the quarter section line ~ witnessed by a 5/8" rebar with I.D. cap marked "S.J.L., INC." found S 03° 37' 36" W, 110.15 feet;

Continued on Page 2

3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com

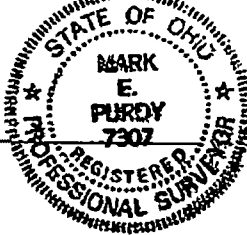
Page 2

- 7) S 03° 37' 36" W, 246.22 feet along the quarter section line to the place of beginning and containing within said bounds 7.692 acres of land of which 5.117 acres are in the Southwest Quarter of Section 20, with 2.476 acres being in the roadway, and 2.575 acres are in the Northwest Quarter of Section 29, more or less, and subject to all legal highways and easements of record.

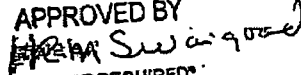
This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in July of 2014.

Basis of bearing: N 87° 13' 39" W on the southerly line of Southwood Estates, Phase 1 in Plat Cab. 1; Page 366 by Mark E. Purdy of Shaffer, Johnston, Lichtenwalter & Associates, Inc.


Mark E. Purdy, P.S. #7307



NEW DESCRIPTION APPROVED
BY ASHLAND CO. ENGINEER
NEW PARCEL

APPROVED BY

"NO PLAT REQUIRED"
ASHLAND COUNTY
PLANNING COMMISSION
9-15-2014

SCHEDULE 1B(5)

EXCLUDED ASSETS

None.

SCHEDULE 1C

ASSUMED CONTRACTS

AQUA agrees to honor any agreement of the Bank to waive capital improvement fees (i.e. tap fees) between the developer and the Bank for the remaining undeveloped lots, identified below that are owned by G & K Rowland Builders Inc. as of the Effective Date. If those lots are transferred from G & K Rowland Builders Inc. after the Effective Date, the new owner will be responsible for paying the capital improvement fees.

Lot identification:

Lots 15 through 34 on the attached map.

[illegible]

(C-7)
(20,016 AC)

~~INVESTIGATIVE~~

9.435 AC

1037

589.3

50.99

589.53

27.79

~~13.61~~

91973

0.95

350

1

1

11

SCHEDULE 2H

BANK'S LIABILITIES AND OBLIGATIONS

None as of the Effective Date. This may change as of the date of Closing

SCHEDULE 13.I

SERVICE AREA

Southwoods Estates Service Area Description:

Situated in the Township of Montgomery, County of Ashland, State of Ohio, within the Southeast Quarter of Section 19, the Southwest Quarter and a portion of the Southeast Quarter of Section 20, a portion of the Southwest Quarter of Section 21, the Northeast Quarter and a portion of the Southeast Quarter of Section 30 and Section 29 T-22; R-16

Beginning at a post at the northeast corner of the Northwest Quarter of Section 29, also being a point on the City of Ashland Corporation Line;

THENCE **WITH** THE FOLLOWING TEN (10) COURSES:

- 1) thence a Northeasterly direction along the centerline of US Route 42 to the intersection of said US Route and County Road 511;
- 2) thence a Southeasterly direction a distance of 539 feet along the centerline of County Road 1504 to a point;
- 3) thence a Southwesterly direction to the Northeast corner of Section 29;
- 4) thence a Southerly direction along the centerline of Township Road 511 to the intersection of said Township Road and County Road 1600;
- 5) thence a Northeasterly direction along the centerline County Road 1600 to the intersection of said County Road and County Road 1095;
- 6) thence a Northeasterly direction along the centerline of County Road 1905 to the City of Ashland Corporation line;
- 7) thence an Easterly direction along the City of Ashland Corporation line to a point of said Corporation line located within Section 30;
- 8) thence a Northerly direction along the City of Ashland Corporation line to a point on said Corporation line located within the Southeast Quarter of Section 19;
- 9) thence an Easterly direction along the City of Ashland Corporation line to the intersection of the said Corporation line and the Southwest Quarter of Section 20;
- 10) thence a Southwesterly direction along the City of Ashland Corporation line to the principal place of beginning and containing within said bounds 1513.4 acres of land of which 154.3 acres are in the Southeast Quarter of Section 19, 167.2 acres are in the Southwest Quarter of Section 20, 9.2 acres are in Section 21, 716.8 acres are in Section 29 and 465.9 acres in the East half section of Section 30, more or less, and subject to all legal highways and easements of record.

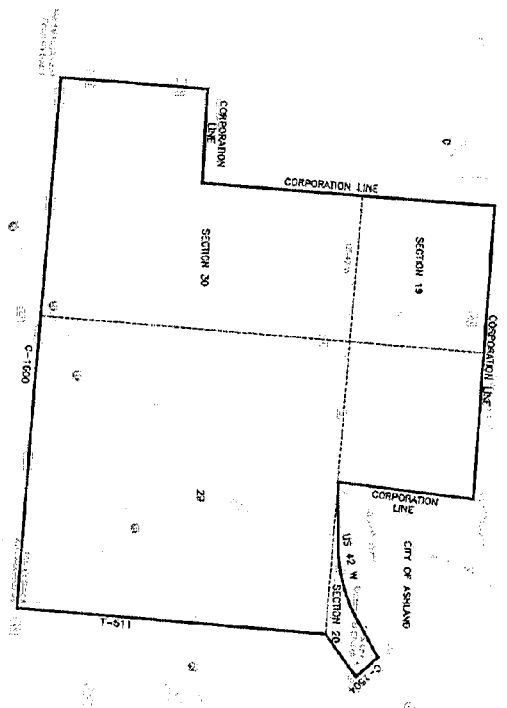
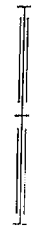


EXHIBIT 2



SCALE IN FEET:
1"=2000'

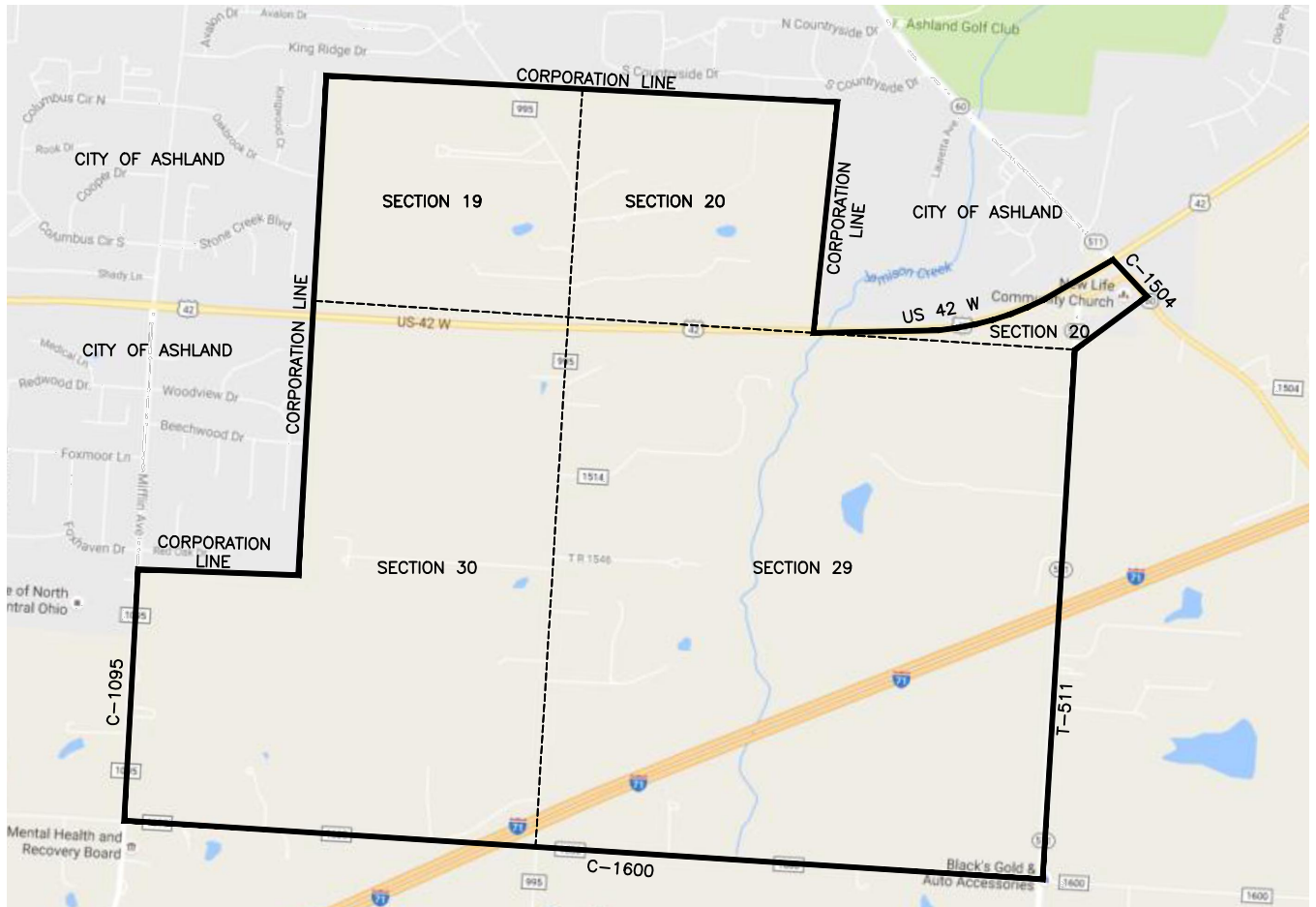
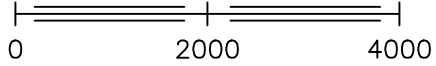


EXHIBIT 1

SOUTHWOODS ESTATES

**TOWNSHIP OF MONTGOMERY
COUNTY OF ASHLAND, STATE OF OHIO**

Southwoods Estates Service Area Description:

Situated in the Township of Montgomery, County of Ashland, State of Ohio, within the Southeast Quarter of Section 19, the Southwest Quarter and a portion of the Southeast Quarter of Section 20, a portion of the Southwest Quarter of Section 21, the Northeast Quarter and a portion of the Southeast Quarter of Section 30 and Section 29 T-22; R-16

Beginning at a post at the northeast corner of the Northwest Quarter of Section 29, also being a point on the City of Ashland Corporation Line;

THENCE WITH THE FOLLOWING TEN (10) COURSES:

- 1) thence a Northeasterly direction along the centerline of US Route 42 to the intersection of said US Route and County Road 511;
- 2) thence a Southeasterly direction a distance of 539 feet along the centerline of County Road 1504 to a point;
- 3) thence a Southwesterly direction to the Northeast corner of Section 29;
- 4) thence a Southerly direction along the centerline of Township Road 511 to the intersection of said Township Road and County Road 1600;
- 5) thence a Northeasterly direction along the centerline County Road 1600 to the intersection of said County Road and County Road 1095;
- 6) thence a Northeasterly direction along the centerline of County Road 1905 to the City of Ashland Corporation line;
- 7) thence an Easterly direction along the City of Ashland Corporation line to a point of said Corporation line located within Section 30;
- 8) thence a Northerly direction along the City of Ashland Corporation line to a point on said Corporation line located within the Southeast Quarter of Section 19;
- 9) thence an Easterly direction along the City of Ashland Corporation line to the intersection of the said Corporation line and the Southwest Quarter of Section 20;
- 10) thence a Southwesterly direction along the City of Ashland Corporation line to the principal place of beginning and containing within said bounds 1513.4 acres of land of which 154.3 acres are in the Southeast Quarter of Section 19, 167.2 acres are in the Southwest Quarter of Section 20, 9.2 acres are in Section 21, 716.8 acres are in Section 29 and 465.9 acres in the East half section of Section 30, more or less, and subject to all legal highways and easements of record.

EXHIBIT 3

Aqua Ohio, Inc.
P.U.C.O. Tariff No. 2

Proposed Tariff Sheets
(Clean)

AQUA OHIO, INC.

P.U.C.O. TARIFF NO. 2

89-7028-WW-TRF

Covers the following Service Areas:

- Lake Erie Division
- Masury Division
- Area formerly served by
Tomahawk Utilities, Inc.
- Area formerly served by
Mohawk Utilities, Inc.
- Area formerly served by
Ohio American Water Company
- Area formerly served by Firestone Trace
- Southwoods Estates

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 1
Replaces Third Sheet No. 1

P.U.C.O. Tariff No. 2

SUBJECT INDEX

<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
A			
Access to Premises	3-2	3-6, 9-10	07/14/15
Account Activation Charge	4	See Sch. Rates	xx/xx/xx, 3/7/18, 03/22/17, 07/14/15
Application for Water Service	3-4	1-2	07/14/15
Applications to Install Water Service Lines	3-7	1-2	07/14/15
Application Forms	3-5; 3-6	1; 1	03/22/17, 07/12/16, 07/14/15
Arrearages and Charges Due	3-3	1	07/14/15
B			
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Bills, Disputed	3-3	1	07/14/15
Bills, Final	3-3	2	07/14/15
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Bills-When Rendered	3-3	1	07/14/15
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Complaints, Records of	3-2	10	07/14/15
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Customer-Bill Rendered	3-3	1-2	07/14/15
Customer-Billing Address	Appx. B		07/14/15
Customer Complaints	3-2	10	07/14/15
Customer-Final Bill	3-3	2	07/14/15
Customer-Meter Test Request	3-9	5	07/14/15
Customer-Payment Liability	3-3	1	07/14/15
Customer Equivalents	3-9	2	07/14/15

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 2
Replaces Third Sheet No. 2

P.U.C.O. Tariff No. 2

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D			
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F			
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Hydrants, Public Fire-Use of Water From	3-13	1	07/14/15
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Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fifth Revised Sheet No. 3
Replaces Fourth Sheet No. 3

P.U.C.O. Tariff No. 2

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Meter-Outside Vault Location	3-7; 3-9	1; 3	07/14/15
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Meter-Tests	3-9	4-6	07/14/15
Meter-Types for Private Fire Protection	3-11	2	07/14/15

O

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P

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Rates-Former Mohawk Util.	4	19-20	03/22/17, 07/14/15
Rates-Former OAWC	4	21-33	03/22/17, 10/7/15, 07/14/15
Rates-Former Firestone Trace	4	34-35	3/7/18

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 4
Replaces Third Sheet No. 4

P.U.C.O. Tariff No. 2

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System Improvement surcharge (SIC)	4	See Sch. of Rates	xx/xx/xx, 3/7/18, 03/22/17, 10/7/15, 07/14/15

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 5
Replaces First Sheet No. 5

P.U.C.O. Tariff No. 2

T

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V

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W

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Water Supply Control	3-9	3	07/14/15
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Water Service-Bills for Mailing	3-3	1	07/14/15
Water Service-Bills for, When rendered	3-3	1	07/14/15
Water Service-Bills for, Where Paid	3-3	1	07/14/15
Water Service-Contracts for	3-4	1-2	07/14/15
Water Service-Deposits	3-2	6-7, 9-10	07/14/15
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Water Service-Temporary	3-4	2	07/14/15
Water Service-Temporary Cut off	3-2	2	07/14/15
Water-Use of	3-4	1	07/14/15

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

P.U.C.O Tariff No. 2

**Rates for water customers in the former Southwoods Estate
Located in Ashland, Ohio**

RATES AND CHARGES FOR UNMETERED SERVICE

DOMESTIC SERVICE

	<u>Monthly Charge</u>
Residential	\$62.50

LATE PAYMENT FEE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six-day grace period allows for any mail or processing delays.

DISHONORED PAYMENTS

When a payment for service is returned by the financial institution unpaid, a charge of eighteen dollars and fifty-eight cents (\$18.58) will be assessed to cover the cost of processing this transaction, provided the payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be included on the customer's next billing.

RECONNECTION FEE

Reconnection fees as defined by this tariff, Section 3-2, Original Sheet No. 9, Item 16, are:

Reconnection Fee during regular business hours	\$53.25
Reconnection Fee other than during regular business hours	\$163.43

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty dollars and seventy-six cents (\$30.76) will be charged for a service connection during the Company's regular business hours.

SYSTEM IMPROVEMENT SURCHARGE (SIC)

None.

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated _____ for Case No. 18-XXXX-WS-ACE

Section 5
Original Sheet No. 27

The map displays the City of Ashland, Ohio, and its surrounding areas. The city is divided into four sections: SECTION 19, SECTION 20, SECTION 29, and SECTION 30. The boundaries of the city are marked with thick black lines, and the boundaries of the sections are marked with dashed lines. The map includes major roads such as US-42 W, C-1095, C-1600, and T-511. It also shows the Ashland Golf Club, Ashland Creek, and various local businesses and landmarks.

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
P.U.C.O. Tariff No. 2

Proposed Tariff Sheets
(Scored)

AQUA OHIO, INC.

P.U.C.O. TARIFF NO. 2

89-7028-WW-TRF

Covers the following Service Areas:

- Lake Erie Division
- Masury Division
- Area formerly served by Tomahawk Utilities, Inc.
- Area formerly served by Mohawk Utilities, Inc.
- Area formerly served by Ohio American Water Company
- [Area formerly served by Firestone Trace](#)
- [Southwoods Estates](#)

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 1
Replaces Third Sheet No. 1
P.U.C.O. Tariff No. 2

Deleted: Third

Deleted: Second

SUBJECT INDEX

<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
A			
Access to Premises	3-2	3-6, 9-10	07/14/15
Account Activation Charge	4	See Sch. Rates	xx/xx/xx, 3/7/18, 03/22/17, 07/14/15
Application for Water Service	3-4	1-2	07/14/15
Applications to Install Water Service Lines	3-7	1-2	07/14/15
Application Forms	3-5; 3-6	1; 1	03/22/17, 07/12/16, 07/14/15
Arrearages and Charges Due	3-3	1	07/14/15
B			
Bills and Payments for Service	3-3	1-2	07/14/15
Bills, Delinquent	3-3	1	07/14/15
Bills, Disputed	3-3	1	07/14/15
Bills, Final	3-3	2	07/14/15
Bills-Form	Appx. A		07/14/15
Bills, Payments of	3-3	1	07/14/15
Bills-When Rendered	3-3	1	07/14/15
Bulk Water	4	See Sch. of Rates	03/22/17, 07/14/15
C			
Capital Investment Fee	3-4	3	03/22/17, 07/12/16
Change in Occupancy	3-4	1-2	07/14/15
Company-Definition of	3-1	2	07/14/15
Complaints, Records of	3-2	10	07/14/15
Conservation	3-2	11-12	07/14/15
Contracts for Water Service	3-4	1-2	07/14/15
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Customer-Meter Test Request	3-9	5	07/14/15
Customer-Payment Liability	3-3	1	07/14/15
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Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 2
Replaces Third Sheet No. 2
P.U.C.O. Tariff No. 2

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Customer Rights and Obligations	Appx. B		07/14/15
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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fifth Revised Sheet No. 3
Replaces Fourth Sheet No. 3

P.U.C.O. Tariff No. 2

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Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Fourth Revised Sheet No. 4
Replaces Third Sheet No. 4
P.U.C.O. Tariff No. 2

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Service-Maintenance and Repair	3-7	1	07/14/15
Service-Private Fire	3-11	1-3	07/14/15
Service-Reconnection	3-2	9, 12	07/14/15
Service-Regulations	3-7	1-2	07/14/15
Service-Separate Meter Requirement	3-9	1-2	07/14/15
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Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 5
Replaces First Sheet No. 5
P.U.C.O. Tariff No. 2

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T			
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Water Service-Temporary Cut off	3-2	2	07/14/15
Water-Use of	3-4	1	07/14/15

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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

P.U.C.O Tariff No. 2

Rates for water customers in the former Southwoods Estate
Located in Ashland, Ohio

RATES AND CHARGES FOR UNMETERED SERVICE

DOMESTIC SERVICE

	Monthly Charge
Residential	\$62.50

LATE PAYMENT FEE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six-day grace period allows for any mail or processing delays.

DISHONORED PAYMENTS

When a payment for service is returned by the financial institution unpaid, a charge of eighteen dollars and fifty-eight cents (\$18.58) will be assessed to cover the cost of processing this transaction, provided the payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be included on the customer's next billing.

RECONNECTION FEE

Reconnection fees as defined by this tariff, Section 3-2, Original Sheet No. 9, Item 16, are:

Reconnection Fee during regular business hours	\$53.25
Reconnection Fee other than during regular business hours	\$163.43

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty dollars and seventy-six cents (\$30.76) will be charged for a service connection during the Company's regular business hours.

SYSTEM IMPROVEMENT SURCHARGE (SIC)

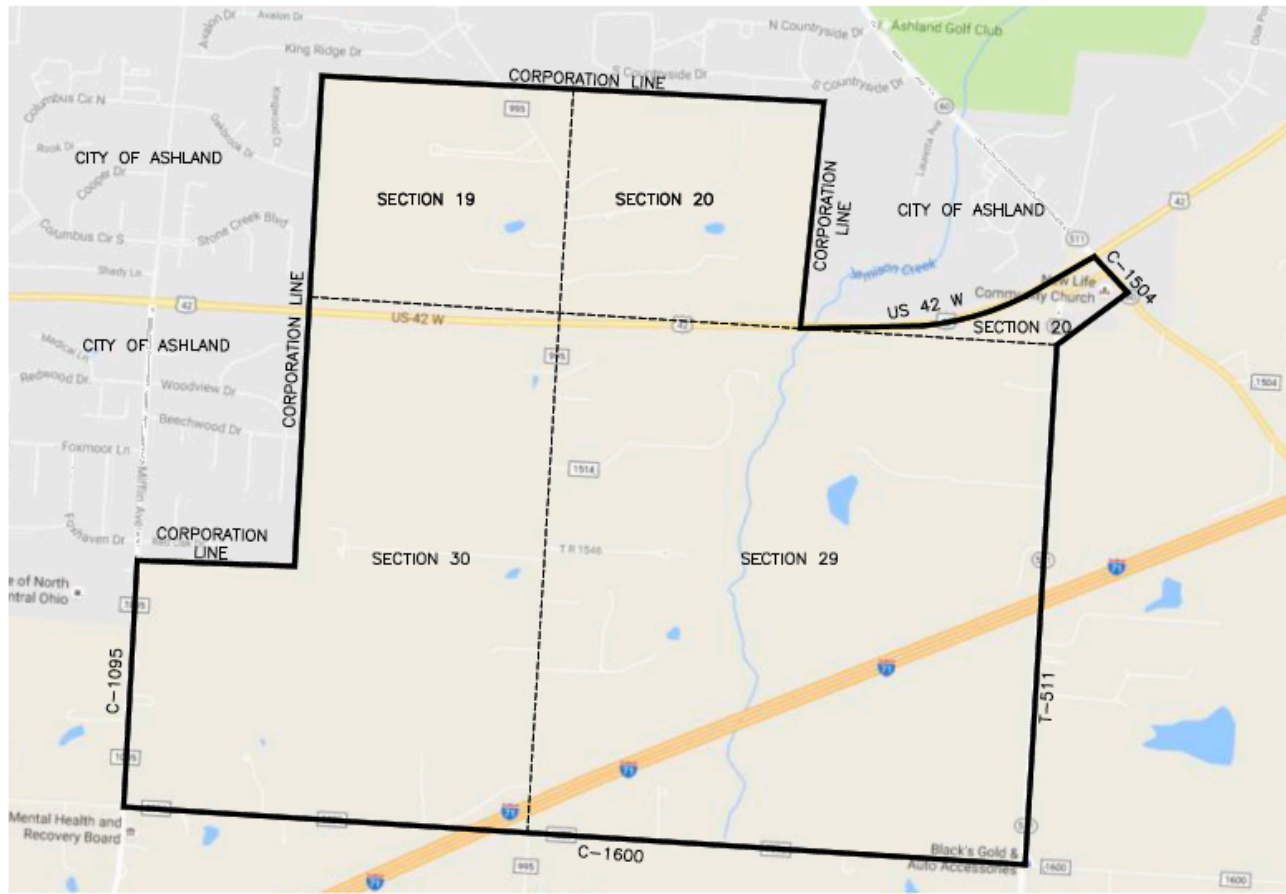
None.

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated _____ for Case No. 18-XXXX-WS-ACE

P.U.C.O Tariff No. 2



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Effective:

Issued by Edmund Kolodziej, Jr., President and COO, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order dated for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
P.U.C.O. Tariff No. 1

Proposed Tariff Sheets
(Clean)

AQUA OHIO WASTEWATER, INC.

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

Case No. 89-7052-ST-TRF

Covers the following Service Areas:

- Franklin Division
- Area Formerly Served by Firestone Trace
- Southwoods Estates

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

SUBJECT INDEX

<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
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Applications to Install Company Service Lines	3-4	2	11/21/17
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Customer-Definition of	3-1	1	11/21/17
Customer-Bill Rendered	3-3	1-2	11/21/17
Customer-Billing Address	Appx. B		11/21/17
Customer Complaints	3-2	8	11/21/17
Customer-Final Bill	3-3	2	11/21/17
Customer-Payment Liability	3-3	1	11/21/17
Customer Rights and Obligations	Appx. B		11/21/17
D			
Damage due to Deficiency or Failure of Sewer Service	3-2	1	11/21/17

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 2
Replaces First Sheet No. 2

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

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E

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F

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Formula-Summer/Winter Usage	4	2	11/21/17

G

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I

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M

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O

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Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

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

P

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R

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Service-Bills for Mailing	3-3	1	11/21/17
Service-Bills for, When rendered	3-3	1	11/21/17
Service-Bills for, Where Paid	3-3	1	11/21/17
Service-Building Construction	3-6	1-2	11/21/17
Service-Calls After Hours	3-2	7-8	11/21/17
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Service-Customer Lines	3-6	1-5	11/21/17
Service-Deficiency or Failure	3-2	1	11/21/17
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Service-Reconnection	3-2	7-8	11/21/17
Service-Regulations	3-2	1-9	11/21/17
Service-Separate Meter Requirement	3-6	1	11/21/17
Service-Size and Type	4	See Sch. Rates	3/7/18, 11/21/17, xx/xx/xx
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Sewer System-Contamination	3-6	2-4	11/21/17
Superseded Tariffs	1	1	11/21/17

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Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
First Revised Sheet No. 4
Replaces Original Sheet No. 4

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

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Temporary Service	3-2; 3-4	3; 2	11/21/17
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W			
Waste of Service	3-2	4	11/21/17
Water Supply	3-2	1	11/21/17

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Effective: _____

Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

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

**Rates for sewer customers in the former Southwoods Estate
Located in Ashland, Ohio**

RATES AND CHARGES FOR UNMETERED SERVICE

DOMESTIC SERVICE

	<u>Monthly Charge</u>
Residential	\$62.50

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after the due date) before late fees are applied. The six-day grace period allows for any mail or processing delays.

DISHONORED PAYMENT CHARGE

Provided a customer's payment from the customer's approved financial institution is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of fifteen dollars and seventy-one cents (\$15.71) will be assessed to cover the cost of processing this transaction.

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty-one dollars and seventy-six cents (\$31.76) will be charged for a service connection during the Company's regular business hours.

RECONNECTION CHARGE

A charge of fifty dollars and ninety-five cents (\$50.95) will be made for reconnect of sewer service after discontinuance of service for non-compliance with the Company's tariff provisions, except that the charge for any service turned on at the request of a Customer after regular business hours or on Saturdays, Sundays, or holidays, will be one hundred fifty-five dollars and eighty-six cents (\$155.86). If sewer service has been physically disconnected, the Company shall bill the Customer for the out-of-pocket expenses incurred for the disconnection and reconnection.

SYSTEM IMPROVEMENT SURCHARGE (SIC)

None.

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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Section 5
Original Sheet No. 5

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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
P.U.C.O. Tariff No. 1

Proposed Tariff Sheets
(Scored)

AQUA OHIO WASTEWATER, INC.

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

Case No. 89-7052-ST-TRF

Covers the following Service Areas:

- Franklin Division
- [Area Formerly Served by Firestone Trace](#)
- [Southwoods Estates](#)

Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 1
Replaces First Sheet No. 1
P.U.C.O. Tariff No. 1

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SUBJECT INDEX

<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
A			
Access to Premises	3-2	4, 8	11/21/17
Account Activation Charge	4	See Sch. Rates	3/7/18, 11/21/17, <u>xx/xx/xx</u>
Application for Sewer Service	3-4	1-2	11/21/17
Applications to Install Company Service Lines	3-4	2	11/21/17
Application Forms	3-5	1	11/21/17
Arrearages and Charges Due	3-3	1	11/21/17
B			
Bills and Payments for Service	3-3	1-2	11/21/17
Bills, Delinquent	3-3	1	11/21/17
Bills, Disputed	3-3	1	11/21/17
Bills, Final	3-3	2	11/21/17
Bills-Form	Appx. A		11/21/17
Bills, Payments of	3-3	1	11/21/17
Bills-When Rendered	3-3	1	11/21/17
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Change in Occupancy	3-4	1-2	11/21/17
Company-Definition of	3-1	2	11/21/17
Complaints, Records of	3-2	8	11/21/17
Contracts for Sewer Service	3-4	1-2	11/21/17
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Current Occupant Liability	3-3; 3-4	2; 2	11/21/17
Customer-Definition of	3-1	1	11/21/17
Customer-Bill Rendered	3-3	1-2	11/21/17
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Customer Complaints	3-2	8	11/21/17
Customer-Final Bill	3-3	2	11/21/17
Customer-Payment Liability	3-3	1	11/21/17
Customer Rights and Obligations	Appx. B		11/21/17
D			
Damage due to Deficiency or Failure of Sewer Service	3-2	1	11/21/17

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Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 2
Replaces First Sheet No. 2
P.U.C.O. Tariff No. 1

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Deposits to Secure Payment of Bills	3-2	4-5, 7, 9	11/21/17
Discontinuance of Service	3-2; 3-3	3-7; 1	11/21/17
Dishonored Payment Charge	4	See Sch. Rates	3/7/18, 11/21/17, <u>xx/xx/xx</u>

E

Explanation of Terms	3-1	1-4	11/21/17
Employee Identification	3-2	8	11/21/17

F

Final Bill	3-3	2	11/21/17
Formula-Summer/Winter Usage	4	2	11/21/17

G

Grinder Pump Stations	3-6	5	11/21/17
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I

Installation-Grinder Pump Station	3-6	5	11/21/17
Installation-Service Line	3-6	1-2	11/21/17

M

Main Extension-General Maps	Appx. B 5	1- <u>5</u>	11/21/17 3/7/18, 11/21/17, <u>xx/xx/xx</u>
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Medical Certification	3-2	6-7	11/21/17
Meter-Definition of	3-1	2	11/21/17
Meter-Inability of Company to Read	3-3	1	11/21/17
Meter-Inaccurate or not registering	3-3	1-2	11/21/17
Meter-Minimum	4	See Sch. Rates	3/7/18, 11/21/17
Meter-Rates	4	See Sch. Rates	3/7/18, 11/21/17
Meter-Tampering Shut off	3-2	4	11/21/17
Meter-Temporary Service	3-4	2	11/21/17

O

Off Premises, Use of Service	3-2	2-3	11/21/17
Outage	3-2	1-2	11/21/17

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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 18-XXXX-WS-ACE

Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 2
Second Revised Sheet No. 3
Replaces First Sheet No. 3

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

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P

Person-Definition of	3-1	2	11/21/17
Premises-Access to	3-2	4, 8	11/21/17
Premises-Definition of	3-1	3	11/21/17
Pressure, Water	3-2	1	11/21/17

R

Rates-Franklin Division	4	1-3	11/21/17
Rates-Former Firestone Trace	4	4-5	3/7/18
<u>Rates-Former Southwoods Estate</u>	<u>4</u>	<u>6</u>	<u>xx/xx/xx</u>
Reconnection of Service	3-2	7-8	11/21/17
Repair of Customer Facilities	3-2; 3-6	2; 1	11/21/17
Restoring Service-Requirements	3-2	7-8	11/21/17

S

Schedule of Rates	4	1- <u>6</u>	3/7/18, 11/21/17, <u>xx/xx/xx</u>
Service-Application	3-4	1-2	11/21/17
Service-Bills and Payments	3-3	1-2	11/21/17
Service-Bills for Delinquent	3-3	1	11/21/17
Service-Bills for Mailing	3-3	1	11/21/17
Service-Bills for, When rendered	3-3	1	11/21/17
Service-Bills for, Where Paid	3-3	1	11/21/17
Service-Building Construction	3-6	1-2	11/21/17
Service-Calls After Hours	3-2	7-8	11/21/17
Service-Contracts for	3-4	1-2	11/21/17
Service-Customer Lines	3-6	1-5	11/21/17
Service-Deficiency or Failure	3-2	1	11/21/17
Service-Deposits	3-2	4-5, 7, 9	11/21/17
Service-Discontinuance	3-2; 3-3	3-7; 1	11/21/17
Service-Installation	3-6	1-2	11/21/17
Service-Maintenance and Repair	3-6	1	11/21/17
Service-Metered	3-3	1	11/21/17
Service-Reconnection	3-2	7-8	11/21/17
Service-Regulations	3-2	1-9	11/21/17
Service-Separate Meter Requirement	3-6	1	11/21/17
Service-Size and Type	4	See Sch. Rates	3/7/18, 11/21/17, <u>xx/xx/xx</u>
Service-Temporary	3-2; 3-4	3; 2	11/21/17
Service-Temporarily Discontinue	3-3	2	11/21/17
Sewer System-Contamination	3-6	2-4	11/21/17
Superseded Tariffs	1	1	11/21/17

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Deleted: February 21, 2018

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6650 South Avenue
Boardman, OH 44512

Section 2
First Revised Sheet No. 4
Replaces Original Sheet No. 4

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

T			
Temporary Service	3-2; 3-4	3; 2	11/21/17
Temporary Shut off Notice	3-2	2	11/21/17
V			
Valves-Check, Definition of	3-1	1	11/21/17
W			
Waste of Service	3-2	4	11/21/17
Water Supply	3-2	1	11/21/17

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Aqua Ohio Wastewater, Inc.
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Boardman, OH 44512

Section 4
Original Sheet No. 6

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

**Rates for sewer customers in the former Southwoods Estate
Located in Ashland, Ohio**

RATES AND CHARGES FOR UNMETERED SERVICE

DOMESTIC SERVICE

	Monthly Charge
Residential	\$62.50

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after the due date) before late fees are applied. The six-day grace period allows for any mail or processing delays.

DISHONORED PAYMENT CHARGE

Provided a customer's payment from the customer's approved financial institution is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of fifteen dollars and seventy-one cents (\$15.71) will be assessed to cover the cost of processing this transaction.

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty-one dollars and seventy-six cents (\$31.76) will be charged for a service connection during the Company's regular business hours.

RECONNECTION CHARGE

A charge of fifty dollars and ninety-five cents (\$50.95) will be made for reconnect of sewer service after discontinuance of service for non-compliance with the Company's tariff provisions, except that the charge for any service turned on at the request of a Customer after regular business hours or on Saturdays, Sundays, or holidays, will be one hundred fifty-five dollars and eighty-six cents (\$155.86). If sewer service has been physically disconnected, the Company shall bill the Customer for the out-of-pocket expenses incurred for the disconnection and reconnection.

SYSTEM IMPROVEMENT SURCHARGE (SIC)

None.

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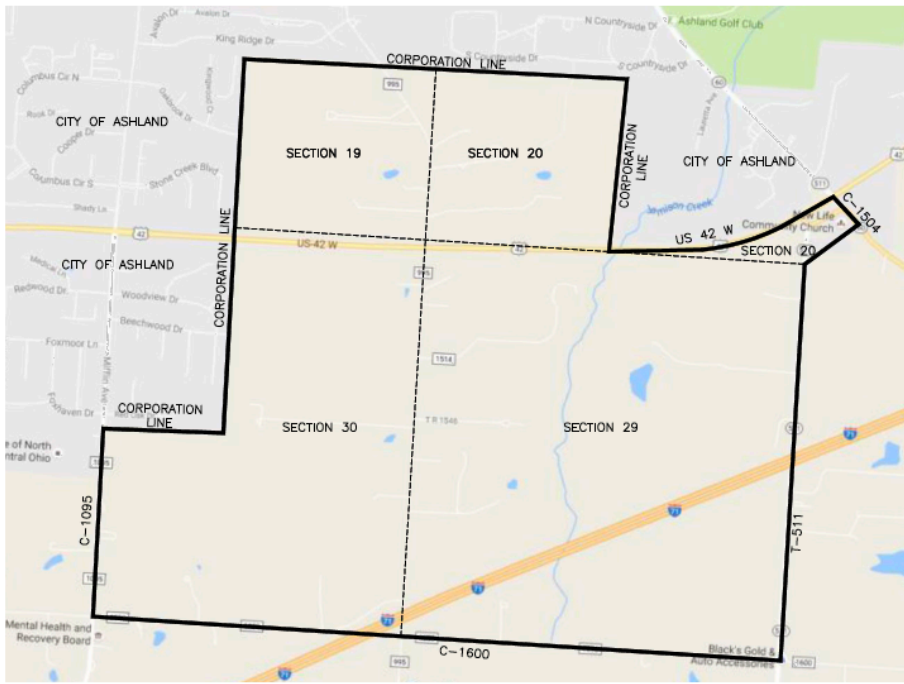
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Aqua Ohio Wastewater, Inc.
6650 South Avenue
Boardman, OH 44512

Section 5
Original Sheet No. 5

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



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in

Case No(s). 18-1330-WS-ACE, 18-1331-WS-ATA

Summary: Text In the Matter of the Application of Aqua Ohio, Inc. and Aqua Ohio Wastewater, Inc. for Issuance of a Certificate of Public Convenience and Necessity electronically filed by Ms. Rebekah J. Glover on behalf of Aqua Ohio, Inc.