

CHRISTOPHER T. KENNEDY
Direct: 614.224.3912
kennedy@whitt-sturtevant.com

December 6, 2019

Ms. Barcy F. McNeal
Director, Office of Administration
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, Ohio 43215

Re: *In re Aqua Ohio, Inc. and Aqua Ohio Wastewater, Inc.*, Case No. 19-1496-WS-AIS

Dear Ms. McNeal:

In its November 6, 2019 Finding and Order in the above-captioned proceeding, the Commission authorized Aqua Ohio, Inc. (Aqua Ohio) and Aqua Wastewater, Inc. (AWI) to issue notes in the amounts of \$3,648,000 from Aqua Ohio and \$4,352,000 from AWI, which results in an aggregate amount not to exceed \$8,000,000.

In its November 6, 2019 Finding and Order, the Commission also directed Aqua Ohio and AWI to file the following items in this proceeding: (1) executed copies of the Notes within 30 days of issuing the Notes; (2) a summary report within 30 days of issuing the Notes confirming the use of proceeds from the Notes and the annual interest cost savings realized from the transactions; and (3) a single summary report of the issuance of the Senior Notes by Aqua America within 30 days of issuing the Notes. The Commission further held that the report shall summarize the principal amounts, interest rates, type of securities issued, issuance costs, redemption, and other terms and full particulars of the Senior Notes.

Please find attached (Attachment A) true and accurate copies of the executed notes, dated November 30, 2019. The proceeds from the November 30, 2019 notes were used to refinance Aqua Ohio and AWI's existing debt obligations to Aqua America previously approved in Case No. 10-2408-WW-AIS. The all-in cost of the previous obligation was 4.85%. The all-in cost of the new obligation is 4.25%. The reduction in cost of 0.60% on \$8,000,000 results in an annual realized savings of \$48,000. Please find also attached (Attachment B) the summary report of the terms and particulars of the November 30, 2019 notes. Please note that a copy of this letter and the attachments have been filed in this proceeding through Docketing Information System (DIS).

Regards,

/s/ Christopher T. Kennedy

*Counsel for Aqua Ohio, Inc. and Aqua Ohio
Wastewater, Inc.*

Attachment A

AQUA OHIO WASTEWATER, INC.

No. 2019-1

November 30, 2019

\$1,934,222

FOR VALUE RECEIVED, the undersigned, AQUA OHIO WASTEWATER, INC. (the "Company"), a corporation organized and existing under the laws of the State of OHIO, hereby promises to pay to Aqua America, Inc. or registered assigns (the "Holder"), the principal sum of ONE MILLION NINE HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$1,934,222) together with interest (computed on the basis of a 360 day year of twelve 30-day months) on the unpaid balance thereof at the rate of 3.566% per annum.. Interest shall accrue and be due and payable on May 1, 2029 provided, however, that the Company shall have the option, but not an obligation, to prepay accrued interest as and when the Company in its sole and absolute discretion deems such payment desirable.

Payments of principal of and interest on this Note are to be made in lawful money of the United States of America at the principal office of the Holder in Bryn Mawr, Pennsylvania or at such other place as the Holder shall have designated by written notice to the Company.

The Company represents that (a) it has full power and authority, not restricted by any law or governmental regulation, to execute and deliver this Note and to perform hereunder; (b) this Note evidences its valid and legally binding obligation, enforceable in accordance with its terms; and (c) its execution, delivery and performance of this Note do not and will not contravene any bylaw or contractual restriction binding on or affecting it.

This Note is subject to optional prepayment, in whole or in part, from time to time, at a redemption price of 100% of the principal amount prepaid, plus accrued interest thereon. Prepayments of this Note shall be noted on Record of Payments attached hereto and made a part hereof.

This Note may not be changed or modified orally, nor any right or provision hereof be waived orally, but in each instance only by an instrument in writing signed by the party against which enforcement of such change, modification or waiver is sought.

If any provisions hereof shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document or instrument in which such provision is contained, and this Note shall not be affected thereby but, instead, shall be enforceable to the maximum extent permitted by law.

This Note shall be construed and enforced in accordance with, and the rights of the issuer and holder hereof shall be governed by, the law of the Commonwealth of Pennsylvania excluding choice-of-law principles of the law of such Commonwealth that would require the application of the laws of a jurisdiction other than such Commonwealth.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

ATTEST:

AQUA OHIO WASTEWATER, INC.

By: Christine Suarez
(Assistant) Secretary

By: Ed Kolodziej
Name: Ed Kolodziej
Title: President

ATTEST:

AQUA AMERICA, INC.

By: John Taylor
(Assistant) Secretary

By: Stanley Szczygiel
Name: Stanley Szczygiel
Title: Treasurer

RECORD OF PREPAYMENTS

Amount Prepaid	Date Prepaid

AQUA OHIO WASTEWATER, INC.

No. 2019-2

November 30, 2019

\$2,417,778

FOR VALUE RECEIVED, the undersigned, AQUA OHIO WASTEWATER, INC. (the "Company"), a corporation organized and existing under the laws of the State of OHIO, hereby promises to pay to Aqua America, Inc. or registered assigns (the "Holder"), the principal sum of TWO MILLION FOUR HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$2,417,778) together with interest (computed on the basis of a 360 day year of twelve 30-day months) on the unpaid balance thereof at the rate of 4.276% per annum.. Interest shall accrue and be due and payable on May 1, 2049 provided, however, that the Company shall have the option, but not an obligation, to prepay accrued interest as and when the Company in its sole and absolute discretion deems such payment desirable.

Payments of principal of and interest on this Note are to be made in lawful money of the United States of America at the principal office of the Holder in Bryn Mawr, Pennsylvania or at such other place as the Holder shall have designated by written notice to the Company.

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ATTEST:

AQUA OHIO WASTEWATER, INC.

By: Christine Sweeney
(Assistant) Secretary

By: Ed Kolodziej
Name: Ed Kolodziej
Title: President

ATTEST:

AQUA AMERICA, INC.

By: John Taylor
(Assistant) Secretary

By: Stanley Szczygiel
Name: Stanley Szczygiel
Title: Treasurer

RECORD OF PREPAYMENTS

Amount Prepaid	Date Prepaid

AQUA OHIO, INC.

No. 2019-1

November 30, 2019

\$1,621,333

FOR VALUE RECEIVED, the undersigned, AQUA OHIO, INC. (the "Company"), a corporation organized and existing under the laws of the State of OHIO, hereby promises to pay to Aqua America, Inc. or registered assigns (the "Holder"), the principal sum of ONE MILLION SIX HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$1,621,333) together with interest (computed on the basis of a 360 day year of twelve 30-day months) on the unpaid balance thereof at the rate of 3.566% per annum.. Interest shall accrue and be due and payable on May 1, 2029 provided, however, that the Company shall have the option, but not an obligation, to prepay accrued interest as and when the Company in its sole and absolute discretion deems such payment desirable.

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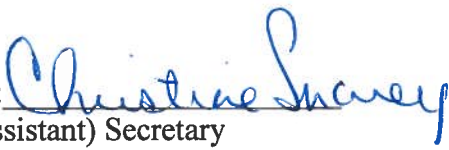
If any provisions hereof shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document or instrument in which such provision is contained, and this Note shall not be affected thereby but, instead, shall be enforceable to the maximum extent permitted by law.


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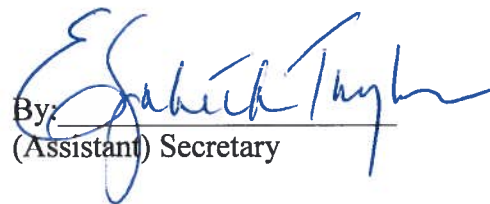
AQUA OHIO, INC.

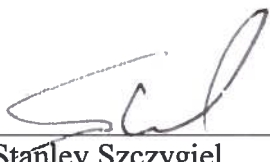
By: 
(Assistant) Secretary

By: 
Name: Ed Kolodziej
Title: President

ATTEST:

AQUA AMERICA, INC.

By: 
(Assistant) Secretary

By: 
Name: Stanley Szczygiel
Title: Treasurer

RECORD OF PREPAYMENTS

Amount Prepaid	Date Prepaid

AQUA OHIO, INC.

No. 2019-2

November 30, 2019

\$2,026,667

FOR VALUE RECEIVED, the undersigned, AQUA OHIO, INC. (the "Company"), a corporation organized and existing under the laws of the State of OHIO, hereby promises to pay to Aqua America, Inc. or registered assigns (the "Holder"), the principal sum of TWO MILLION TWENTY SIX THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$2,026,667) together with interest (computed on the basis of a 360 day year of twelve 30-day months) on the unpaid balance thereof at the rate of 4.276% per annum.. Interest shall accrue and be due and payable on May 1, 2049 provided, however, that the Company shall have the option, but not an obligation, to prepay accrued interest as and when the Company in its sole and absolute discretion deems such payment desirable.

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AQUA OHIO, INC.

By: Christine Snarey
(Assistant) Secretary

By: Ed Kolodziej
Name: Ed Kolodziej
Title: President

ATTEST:

AQUA AMERICA, INC.

By: Elizabeth Taylor
(Assistant) Secretary

By: Stanley Szczygiel
Name: Stanley Szczygiel
Title: Treasurer

RECORD OF PREPAYMENTS

Amount Prepaid	Date Prepaid

Attachment B

In re Aqua Ohio Inc. and Aqua Ohio Wastewater Inc

Case No. 19-1496-WS-AIS

Response to November 6, 2019 Finding and Order, p. 4, ¶ 8, item (3).

	Principal amt	Interest rate	Type of security	Issuance costs	Redemption
Aqua Ohio	\$1,621,333	3.566%	Push-down debt	\$11,738	\$79,332
Aqua Ohio	\$2,026,667	4.276%	Push-down debt	\$19,768	\$99,165
AWI	\$1,934,222	3.566%	Push-down debt	\$14,003	\$94,646
AWI	\$2,417,778	4.276%	Push-down debt	\$23,583	\$118,307

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/6/2019 1:44:11 PM

in

Case No(s). 19-1496-WS-AIS

Summary: Correspondence Correspondence re: compliance filing with November 6, 2019 Finding and Order electronically filed by Mr. Christopher T Kennedy on behalf of Aqua Ohio, Inc. and Aqua Ohio Wastewater, Inc.