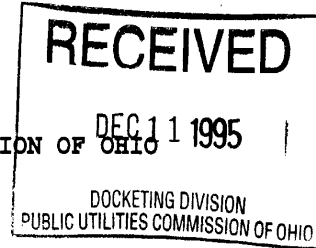


BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO



In the Matter of the Application of  
Salt Fork Utility Company for Approval  
of Contract with Salt Fork Resort  
Club, Inc. pursuant to Section 4905.31,  
Ohio Revised Code

Case No. 95-1142WS-AEC

APPLICATION FOR APPROVAL OF CONTRACT

COMES NOW Salt Fork Utility Company, hereinafter referred to as "Applicant", and respectfully submits its application pursuant to Section 4905.31, Ohio Revised Code, for approval of its contract with Salt Fork Resort Club, Inc., hereinafter referred to as "Salt Fork Resort", a copy of which is attached hereto as Exhibit A. In support of its application, Applicant respectfully states as follows:

1. Applicant is a waterworks and sewage disposal company as defined in Section 4905.03 of the Ohio Revised Code and a public utility as defined in Section 4905.02 and, as such, is subject to the jurisdiction of this Commission.
2. Applicant provides water and sewer service to Salt Fork Resort pursuant to a Rate And Service Agreement previously filed with and approved by the Commission which is identical in all respects with the attached agreement except for the rates and charges set forth in Paragraph 1.


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3. Applicant proposes to render its water and sewer services to Salt Fork Resort pursuant to the new Rate And Service Agreement attached as Exhibit A and respectfully requests that the Commission approve and permit the filing of said agreement.
4. Should additional information be required, Applicant is prepared to provide the same to the Commission and its staff.

**WHEREFORE**, Applicant respectfully requests that the Commission approve the agreement attached hereto as Exhibit A.

Respectfully submitted,

**SALT FORK UTILITY COMPANY**

By   
David L. Pemberton, Its Attorney  
2626 Lewis Center Road  
Lewis Center, Ohio 43035-9206  
(614) 548-5654

RATE AND SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of March, 1995, by and between SALT FORK UTILITY COMPANY, an Ohio corporation, organized for the purpose of operating a waterworks and sewage disposal company (hereinafter referred to as "Utility"), and SALT FORK RESORT CLUB, INC., an Ohio corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H:

WHEREAS, Association is composed of the owners of parcels of real property situated in a real estate subdivision or development known and described as Section B of Salt Fork Resorts; and

WHEREAS, Utility operates a waterworks and sewage disposal system and renders service to Association and its members; and

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

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

1. Association shall pay to Utility the following charges for service:

A. Minimum Annual Charges:

- (1) Water. Thirty-Three Thousand Eight Hundred Four Dollars (\$33,804.00) per year payable as follows:

- (a) On the first day of May, June, July, August, September, and October, Three Thousand Seven Hundred Fifty-Two Dollars (\$3,752.00) each.
  - (b) On the first day of November, December, January, February, March, and April, One Thousand Eight Hundred Eighty-Two Dollars (\$1,882.00) each.
- (2) Sewer. Twenty-Two Thousand Five Hundred Seventy Dollars (\$22,570.00) per year payable as follows:
- (a) On the first day of May, June, July, August, September, and October, Two Thousand Five Hundred Nine Dollars (\$2,509.00) each.
  - (b) On the first day of November, December, January, February, March, and April, One Thousand Two Hundred Nine Dollars (\$1,255.00) each.

B. Additional Volumetric Charge: The foregoing Minimum Annual Charges are based on an annual water usage of 2,600,000 gallons per year. Any usage in excess of 2,600,000 gallons per year shall be subject to an additional charge of One Cent (\$0.01) per gallon, sixty percent (60%) of which shall be added to the water bill and forty percent (40%) of which shall be added to the sewer bill each month for usage during the prior month.

2. All service lines shall be installed and maintained by Association or Association's members at its or their expense. Service lines shall have a minimum earth cover equal to the connecting distribution line. Utility shall not be responsible for damage caused by water escaping from a service line or fixture on the

customer's premises unless caused by the utility or its agents or employees. The term "service line(s)" as used herein means that portion of water or sewer line located within the lot owned by a member of Association or within the boundaries or property owned by Association as distinguished from distribution lines or mains constructed and owned by Utility.

3. All taps and connections to Utility's distribution lines and/or mains shall be made under the direction and supervision of Utility, and Utility shall be entitled to disconnect and remove immediately any unauthorized tap or connection to its system. Water supplied from Utility's system shall be the exclusive source of supply for Association and its members. All property of Association and its members receiving a supply of water and all service lines and fixtures, including any and all fixtures within the property lines of association and its members, shall be subject to inspection by Utility at any reasonable time.

4. Should Association or its members have a boiler or boilers connected with Utility's systems, it or they must install and maintain a check valve on the supply line thereto and a vacuum valve to prevent collapse in the event that the water supply is interrupted or disconnected.

5. Utility shall make all reasonable efforts to eliminate interruptions of service and, when such interruptions occur, will endeavor to reestablish service with the shortest possible delay. Whenever the service is interrupted for the purpose of working on the distribution system or the station equipment, Association or its

members affected by such interruptions will be notified in writing in advance whenever it is practicable to do so. When it is not practicable to give prior notice to an interruption in service, Utility shall notify Association in writing within 24 hours as to the cause of the interruption of service. Utility shall not be liable for any damage for failure to supply water as long as it is in compliance with this Agreement.

6. Service may be disconnected by Utility for any of the following reasons:

- A. For allowing any excessive waste or misuse of water due to the failure of Association or its members to properly maintain its portion of the service lines as set out in Paragraph 2 above. In such event, Utility shall promptly notify Association in writing of its intention to disconnect service and state with particularity the reason for disconnection of service. Service shall be promptly reestablished upon Association's repair of the service line.
- B. Nonpayment within fourteen (14) days of bills for water service furnished by Utility.
- C. For tampering with any meter or the seal thereof, service pipe or curb stop, cock, or box, or permitting such tampering by others.
- D. For selling or giving away any water without written permission from Utility.

7. If the monthly payments provided for in Paragraph 1 above are not received by the tenth (10th) day of the month when due, Utility shall be entitled to assess a late payment charge equal to five percent (5%) of the amount due.

8. The term of this Agreement shall commence on the date of its approval by the PUCO and shall continue in force and effect for a period of two (2) years (through 9-30-97) and from month-to-month

thereafter until a new agreement is entered into by the parties and approved by the PUCO or until new rates are fixed by the PUCO or a duly constituted successor agency.

9. This agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ATTEST:

James W. Dawson  
with R. R. Pine  
Secretary

SALT FORK UTILITY COMPANY

Carl A. LaRue  
President

ATTEST:

Patricia Helgeson  
Secretary

SALT FORK RESORT CLUB, INC.

Stephen P. Wiley  
President