

FILE

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Camplands)
Water LLC for Approval of an Agreement)
with Holiday Camplands Association, Inc.)

Case No. 09-425-WW-AEC

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AMENDED APPLICATION FOR CONTRACT APPROVAL

Applicant, Camplands Water LLC ("Camplands" or "Applicant"), pursuant to Ohio Revised Code Sections 4905.31 (C) and (E) respectfully applies to the Public Utilities Commission of Ohio ("Commission") for permission to withdraw the proposed Agreement previously filed herein on May 20, 2009 and for permission to substitute the proposed Agreement attached hereto as Exhibit A-1, for the provision of water service to Holiday Camplands Association, Inc.

The Applicant has determined that it cannot proceed with the proposed Loan Agreement for which approval is pending in Commission Case No. 09-640-WW-AIS unless it has approval of the Agreement attached hereto as Exhibit A-1.

The term of the attached Agreement commences on January 1, 2009 and continues in force and effect until December 31, 2011, or such time as a new Agreement is entered into between the parties.

The Applicant is negotiating a Loan Agreement with the Ohio EPA for a loan of \$879,950.00, plus interest of \$192,026.14, for a total Borrowing cost of \$1,071,976.14. the Ohio EPA has granted an extension of the time for submitting the Applicant's loan documents until August 17, 2009. At that time the Applicant will be required to make a significant cash deposit with the Ohio EPA to permit the loan process to go forward.

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The Applicant needs Commission approval of at least this Agreement with the largest of the two customers, Holiday Camplands Association, Inc. before it can even justify making that cash deposit with the Ohio EPA.

The new Agreement increases the monthly rate for water service to Holiday Camplands Association for the Unmetered Service from \$14,193.00 per month in the Agreement provided in the original Application in this case to \$14,950.00 for the period of January 1, 2009 through December 31, 2011.

In addition to that monthly rate the new Agreement provides for an additional payment not to exceed \$3,350.00 per month from the time of the completion of the construction program to be funded by the Ohio EPA loan to the payoff of the Ohio EPA loan, but in no event "beyond the 20-year term of the loan." If the actual cost of said construction program should differ from the estimated costs of said Loan Agreement the monthly rate would be adjusted accordingly.

Also attached hereto in a copy of a letter from the customer, Holiday Camplands Association, Inc. asking that the Commission "approve this agreement so that the much needed work can begin in the fall of 2009." The letter is marked Exhibit B-1, attached hereto, and incorporated by reference herein.

WHEREFORE, the Applicant respectfully requests that the Commission

1. grant permission to withdraw the proposed Agreement originally filed herein and marked as Exhibit A;
2. permit this Amended Application to be substituted for the previous Application;

3. direct that the new Agreement, marked as Exhibit A-1, has been properly filed pursuant to R. C. Section 4905.32, and
4. approve the Agreement as a reasonable arrangement between the Camplands Water Company and Holiday Camplands Association; and
5. grant such other and further relief as the Commission deems appropriate.

Respectfully submitted,

CAMPLANDS WATER COMPANY

By: Henry W. Eckhart
Henry W. Eckhart (0020202)
Attorney for Camplands Water Company

50 West Broad Street #2117
Columbus Ohio 43215
Phone: (614) 461-0984
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AGREEMENT

This Agreement made and entered into as of this 21st day of July 2009 by and between CAMPLANDS WATER LLC, an Ohio corporation, organized for the purpose of operating a waterworks company (hereinafter referred to as "Utility") and HOLIDAY CAMPLANDS ASSOCIATION, INC. an Ohio corporation not for profit (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Association is the owner of a parcel of real property situated in a real estate subdivision or development known and described as Holiday Camplands, and

WHEREAS, Utility operates a waterworks system for the service of Association and its members pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of Ohio ("PUCO"), and

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

WHEREAS, Utility will be implementing a major construction program providing extensive structural improvements to the waterworks system commencing in 2009, with an expected completion date in the spring of 2010. (The construction program to be undertaken being described in specification/prints prepared for Camplands Water LLC, Ohio, by Arcadia U.S., Inc. of 520 South Main Street., Suite 2400, Akron, OH 44311-1010 and stamped 3/24/09 by Professional Engineers Ronald Kolodzaik, Brian Ohlmann, Julie Lawson and Zolton Bitto), and

WHEREAS, Utility has a Loan Agreement with the Ohio EPA with an effective date of 25 June 2009 that provides 2% interest financing of the major construction program over a period of 20 years.

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

1. Subject to the approval of the PUCO, Association shall pay to Utility the following rates:
 - a. For the period of January 1, 2009 through December 31, 2011

Unmetered Services
\$14,950 per month contingent upon the recitation in paragraph 1 b

It is understood that this rate will need to be negotiated and adjusted in future contracts considering annual cost of living increases and ever increasing costs.

- b. Upon the date of completion of the construction program referenced above, or six months prior to the initial loan payment date of the aforesaid Loan Agreement should it be earlier, in addition to the water rate delineated in paragraph 1a the Association shall pay an incremental monthly amount to the Utility not to exceed \$3,350 toward EPA 2% financing of said construction program. In no event shall the incremental monthly amount be due beyond the 20-year term of the loan. It is understood should the actual cost of said construction program differ from the total estimated costs of said Loan Agreement for any reason, the monthly rate will be adjusted accordingly.
2. If the monthly payments provided for in Paragraph 1 above are not received by the (10th) day after due, the due date being the 1st day of the month in which water is to be supplied, there shall be assessed an interest charge on the balance due at the rate of eighteen percent (18%) per annum.
 3. All taps and connections to the distribution lines of Utility shall be made under the direction and supervision of an authorized employee or representative of Utility.
 4. All service lines shall have a minimum earth cover of four (4) feet and shall have placed thereon at the expense of Association, or its members, a stop and waste cock when, as, and if required by utility at such location or locations as Utility may so designate.
 5. Service lines shall be installed by Association, or its members, at the expense of Association or its members. Also, Association, or its members, shall keep and maintain service lines in good working condition.
 6. It is understood herein that the term "service lines" means that portion of a water line within the lot owned by a member of Association, or within the boundaries of property owned by Association as distinguished from distribution lines, the term "distribution lines" meaning those lines constructed and owned by Utility for supplying water to various areas of the subdivision.
 7. Utility shall in no event be responsible for damage done by water escaping from a service line or fixture on the premises of Association or any of its members.
 8. There shall be no physical connection between pipelines carrying water from a separate supply and pipelines carrying water from Utility.
 9. If Association, or its members, has a boiler or boilers connected with the distribution lines of Utility, Association must install or maintain, or require its member or members to install or maintain a check valve on the supply line to

the boilers and a vacuum valve on the line to prevent collapse in the event that water supply is discontinued.

10. All property of Association, or its members, receiving a supply of water and all service lines and fixtures, including any and all fixtures within the property lines of Association or its members, shall at reasonable hours, be subject to inspection by duly authorized employees or representative of Utility.
11. Utility shall make all reasonable efforts to eliminate interruptions or problems with service and, when such interruptions or problems occur, will endeavor to reestablish service or correct problems promptly, 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 advance whenever it is practicable to do so.
Utility shall not be liable for any damages for failure to supply water as long as it is in compliance with this Agreement.
12. Service may be disconnected by Utility for any of the following reasons:
 - (a) For allowing any waste or misuse of water due to the failure of Association or its members to properly maintain its portion of the service line as set out in Paragraph 5 above.
 - (b) Nonpayment of monthly payments within fourteen (14) days of the due date.
 - (c) For tampering with any meter or the seal thereof, service pipe or curb stop, cock, box or hydrant or permitting such tampering by another.
 - (d) For selling or giving away water without written permission from Utility.
13. Whenever Utility has to "cut" a roadway of Association in order to repair, maintain or replace the distribution system, Utility shall fill the dirt in the roadway with gravel base, topped off by finer material.
14. Except as provided in the following paragraph, Utility shall maintain water service from April 15th until October 23rd of each year, unless adverse weather conditions threaten the integrity of the water system. However, in the event of early turn off due to adverse conditions, Association shall be notified in advance by letter whenever it is possible to do so.
15. Whenever the service line to a lot owned by a member of Association or to the common property owned by the Association has been "winterized," then

Utility shall maintain service without the turn on and off specified in the foregoing paragraph.

16. A member of the Association owning a lot may request that the member's service line tap be winterized in order to provide a year-round water service, and Utility shall install such winterized water service for a flat fee of \$750.00. Any member who has winterized water installed shall be responsible for any repair or replacement of the winterized valve for a fee of \$100.00.
17. The term of this Agreement shall commence on January 1, 2009 and continue in force and effect until December 31, 2011. In any event, the rates specified herein shall remain in effect until a new agreement is entered into by the parties or a new rate ordered by the PUCO.
18. This Agreement may be assigned by Utility without the consent of Association and shall be binding upon the successors and assigns of the parties hereto.

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

ATTEST

CAMPLANDS WATER LLC

Chris M. Pearson

By: 

ATTEST

HOLIDAY CAMPLANDS ASSOCIATION, INC.

B. K.

By: 

President

EXHIBIT A-1 (P.4 of 4)

Holiday Camplands

ASSOCIATION, INC.

P.O. Box 640
Andover, Ohio 44003-0640
(440) 293-7116

August 6, 2009

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: The application of Camplands Water, LLC for approval of an agreement with
Holiday Camplands Association, Inc.

Dear Chairman and Commissioners:

In connection with the above matter, the terms/water rates have been arrived at after
lengthy negotiations between Holiday Camplands Association and Camplands Water,
LLC.

Given that the water plant, tower, and equipment are in need of immediate renovation and
it is our desire for this renovation to be completed by 5/15/2010, we consider the terms
and rates reasonable. We are encouraged that the Camplands Water officers and staff
have shown sincere interest in better serving our population during 2009. It is our hope
that continued effort and additional investment will result in quality drinking water in the
future. It would seem that without the revenue provided by the subject agreement, the
Water Company will not be able to assume the financial obligations placed upon it by the
2% EPA Loan Agreement that has been offered.

We would ask that you approve this agreement so that much needed work can begin in
the fall of 2009.

Very Truly Yours,

X 

Roy W. Kightlinger
General Manager, Holiday Camplands Association

cc: Sue Daly, Henry Eckhart

EXHIBIT B-1