

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE AMENDED	:	CASE NO. 77-521-WW-AAC
APPLICATION OF CAMPLANDS WATER	:	
COMPANY FOR AN AMENDED CERTIFICATE	:	AMENDED APPLICATION FOR CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY	:	OF PUBLIC CONVENIENCE AND NECESSITY
FOR ITS WATER-WORKS SYSTEM AND FOR	:	AND FOR APPROVAL OF A REASONABLE
APPROVAL OF A SUPPLEMENT TO ITS	:	ARRANGEMENT.
TARIFF P.U.C.O. NO. 1 TO PROVIDE	:	
FOR A REASONABLE ARRANGEMENT	:	
BETWEEN CAMPLANDS WATER COMPANY	:	
AND LAKE VILLAGE CLUB, INC.	:	

Applicant respectfully states:

- (A) That it is a corporation engaged in the business of constructing, maintaining, and operating a water-works system presently rendering service in the area of Andover Township in Ashtabula County, Ohio as shown and delineated on the attached map.
- Your Applicant has its principal place of business at R. D. No. 2, Pymatuning Lake Road, Andover, Ohio, 44003, and has its administrative offices at 813 South Aiken Avenue at Walnut Street, Pittsburgh, Pennsylvania, 15232. Customers may make request for services, pay bills, file complaints and/or transact any business they may have with the company at the Andover, Ohio address.
- (B) That Applicant hereby makes application for an Amended Certificate of Public Convenience and Necessity to expand its water-works system pursuant to Section 4933.25, of the Revised Code.
- (C) That the following enumerated and described exhibits are furnished with, and made a part of this Application for the Amended Certificate to expand the water-works system. All such exhibits will be identified and substantiated at the hearing by a qualified witness who will state under oath that the data contained therein is true and factual to the best of his knowledge and belief.

That Exhibit (1), attached hereto, shows:

- (i) A list of the officers, directors, and the ten (10) largest shareholders of the corporation, the address of each and the number of shares held by each, and
- (ii) the nature, character, and extent of the interest, if any, of the said officers, directors, and shareholders in any other sewage disposal system and/or water-works company, or in any other firm or corporation that holds an interest in any sewage disposal system and/or water-works company.

Exhibit (1) (d), attached hereto, shows:

- (i) The disclosure of the identification of the corporation which guarantees the obligations of Camplands Water Company,
- (ii) A detailed balance sheet for the corporation as shown in Exhibit (1) (e) (ii).

Exhibit (1) (e) (i), attached hereto, shows:

- (i) A disclosure of the identification of the developer who has control over the Applicant by name and complete post office address.

Exhibit (1) (e) (ii), attached hereto, shows:

- (i) A detailed balance sheet of Holiday Camplands, Inc.

Exhibit (1) (e) (iii), attached hereto, shows:

- (i) The nature and extent of the developer's interest in Applicant and the means by which control is exercised over Applicant.

Exhibit (2), attached hereto, shows:

- (i) A certified copy of the Articles of Incorporation and Amendments thereto of the Applicant.

Exhibit (3), attached hereto, shows:

- (i) A balance sheet showing in detail, Applicant's assets, liabilities, and net worth as of the most recent monthly statement prepared by the Company previous to this Amended Application. The Company is on a fiscal-year basis ending March 31, 1977.

Exhibit (3) (a), attached hereto, shows:

- (i) A balance sheet showing Applicant's assets, liabilities and net worth projected to exist at the date upon which the construction will be completed.

Exhibit (4), attached hereto, shows:

- (i) A pro-forma income statement for Applicant's first contemplated full year of operation, showing in reasonable detail, Applicant's anticipated operating revenues, expenses, and net income available for fixed charges.

Exhibit (4) (a), attached hereto, shows:

- (i) A pro-forma income statement for Applicant's fifth year of operation, showing in reasonable detail Applicant's anticipated operating revenues, expenses, and net income available for fixed charges.

Exhibit (5), attached hereto, shows:

- (i) The proposed tariff setting forth all of Applicant's proposed rates, charges, and rules and regulations.

Exhibit (6), attached hereto, shows:

- (i) A map of the area in which the services to be rendered pursuant to the Amended Authority sought.

Exhibit (7), attached hereto, shows:

- (i) A written description of the proposed water-works system and the component parts thereof prepared by a registered engineer licensed to practice in Ohio. The exhibit also contains a description of the type of pipe to be used in the water-works system including the type of material from which the pipe is to be fabricated and the type or types of joints to be used.

Exhibit (8), attached hereto, shows:

- (i) An estimated in full detail of the cost of construction of the water-works system as described in Exhibit (6) and (7) above. This estimated <sup>was</sup> prepared and signed by the registered engineer who prepared and presented those Exhibits.

Exhibit (9), attached hereto, shows:

- (i) A statement of the financing plan by which Applicant proposes to fund the construction of the water-works system and to secure working capital.

Exhibit (10), attached hereto, shows:

- (i) A written statement from the Director of the Ohio Environmental Protection Agency stating that the plans submitted are approved for the proposed water-works system.

Exhibit (11), attached hereto, shows:

- (i) A proposed construction and installation schedule and the number of days for completion thereof. The Exhibit also contains the statement that the construction for the project will be adequately completed to serve the service area. The Exhibit also contains the statement describing the public convenience to be served by means of granting this request for an Amended Certificate of Public Convenience and Necessity.

Exhibit (12), attached hereto, shows:

- (i) An agreement between Camplands Water Company and Lake Village Club, Inc., to provide water service to the Lake Village Club, Inc., and its members. The provisions in this agreement are identical to those in the only other agreement for water service which Camplands has in effect and furthermore, the provisions are in no way discriminatory nor unfair to any customers of Camplands. The agreement is within the contemplation of Section 4905.31, Revised Code, and is consistent with the Order of this Commission, dated June 4, 1974, issued in Case No. 73-544-W, to provide water service.

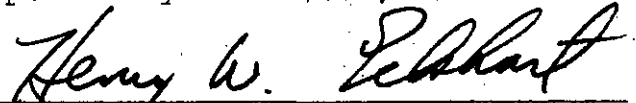
WHEREFORE, Camplands respectfully prays for an Order:

(a) Granting the Application for the Amended Certificate of Public Convenience and Necessity to expand the operations of the water-works company;

(b) For approval of the provisions of the aforesaid agreement with Lake Village Club, Inc., and granting permission to Camplands to conform its tariff schedule thereto by filing conformed copies of said agreement with this Commission, as provided by Sec. 4905.31, Revised Code;

(c) For all other and proper relief.

Respectfully submitted,



HENRY W. ECKHART  
Attorney for Camplands Water  
Company, Applicant  
88 East Broad Street, Suite 1350  
Columbus, Ohio 43215  
614/461-0984.

EXHIBIT (1)

(a) (i) The officers of Camplands Water Company are:

President: Robert C. Pearlman  
1301 Inverness Avenue  
Pittsburgh, Pennsylvania

Vice President  
and  
Secretary: Doris M. Pearlman  
1301 Inverness Avenue  
Pittsburgh, Pennsylvania

Treasurer: Karl W. Bayer  
5238 McAnulty Road  
Pittsburgh, Pennsylvania

The Directors of Camplands Water Company are:

Robert C. Pearlman  
1301 Inverness Avenue, Pittsburgh, Pennsylvania;

Doris M. Pearlman  
1301 Inverness Avenue, Pittsburgh, Pennsylvania;

Karl W. Bayer  
5238 McAnulty Road, Pittsburgh, Pennsylvania.

The sole shareholder of Camplands Water Company is:

Holiday Camplands, Inc.  
South Aiken Avenue and Walnut Street  
Pittsburgh, Pennsylvania.

The number of shares held by the sole shareholder is:

One (1).

(a) (ii) None of the above officers, directors, or shareholders, has any interest in any other sewage disposal system and/or water-works company.

EXHIBIT (1) (d)

- (i) Holiday Camplands, Inc.  
R. D. #2  
Pymatuning Lake Road  
Andover, Ohio 44003.

Administrative Office Address:

813 South Aiken Avenue  
Pittsburgh, Pennsylvania 15232.

- (ii) A detailed balance sheet for the Corporation is shown as Exhibit (1) (e) (ii).

EXHIBIT (1) (e) (i)

Holiday Camplands, Inc.  
R. D. #2  
Pymatuning Lake Road  
Andover, Ohio 44003

Administrative Office Address:

813 South Aiken Avenue  
Pittsburgh, Pennsylvania 15232

HOLIDAY CAMPLANDS, INC.BALANCE SHEETSEPTEMBER 30, 1976ASSETS

Cash	\$ 365,655
Accounts receivable - installment sales	1,497,277
- related companies	658,133
- other	7,286
Development costs (net of portion of costs allocated to lots sold)	177,413
Investment - wholly-owned subsidiary (Equity Method)	58,297
Equipment and fixtures (net)	4,877
Land held for future use	38,100
	<u>\$ 2,807,038</u>

LIABILITIES

Accounts payable and accrued expenses	\$ 79,198
Customer deposits	30,079
Liability for improvements	150,000
Provision for federal income tax	234,789
Contingent liabilities	-
	<u>494,066</u>
Deferred profit on installment sales	<u>\$ 1,282,470</u>

STOCKHOLDER'S EQUITY

Capital Stock	
Common - no par value; authorized, issued and outstanding, 1,000 shares	100,000
Retained Earnings	<u>930,502</u>
	<u>1,030,502</u>
	<u>\$ 2,807,038</u>



EXHIBIT (1) (e) (iii)

The developer, Holiday Camplands, Inc., is the sole owner of Camplands Water Company. Control is exercised over the Applicant to the extent that Holiday Camplands, Inc. votes the common stock of the Applicant to elect the Directors who actually control the Corporation.

# Articles of Incorporation

— OF —

Camplands Water Company

(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be Camplands Water Company

SECOND. The place in Ohio where its principal office is to be located is \_\_\_\_\_

Andover Village

Ashtabula

County.

(City, Village or Township)

THIRD. The purposes for which it is formed are:

(a) To supply Holiday Camplands development, in the county of Ashtabula, in the state of Ohio, with water and facilities, either directly or through the intermediary of a property owners' association or other person, firm or corporation, and to carry on the business of a waterworks company in all its branches; to sink wells and shafts, and to make, build and construct, lay down and maintain, reservoirs, cisterns, culverts, filter-beds, main and other pipes and appliances, and execute and do all other works and things necessary or convenient for obtaining, storing, selling, delivering, measuring and distributing water, or otherwise for the purposes of this company; to be a water utility company and do all things incident thereto.

(b) To purchase or otherwise acquire, and to hold, mortgage, pledge, sell, exchange or otherwise dispose of, securities (which term includes, without limitation of the generality thereof, any shares of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or issued by any persons, firms, associations, corporations, or governments or subdivisions thereof; to make payment therefor in any lawful manner, and to exercise, as owner or holder of any securities, any and all rights, powers and privileges in respect thereof.

(c) To manufacture, purchase or otherwise acquire, sell, assign and transfer, exchange or otherwise dispose of, and to invest, trade, deal in or deal with goods, wares and merchandise and personal property of every class and description.

(d) To make, enter into, perform and carry out contracts of every kind and description with any person, firm, association, corporation or government or subdivision thereof.

(e) To acquire any part or all of the business, including goodwill, of any person, firm, association or corporation, whether or not the business is similar to that in which the corporation is then engaged, and to conduct in the state of Ohio or elsewhere any business acquired, provided such business is not prohibited by the law of the state of Ohio; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, associations or corporations, and to conduct the whole or any part of any business thus acquired.

(f) To lend its uninvested funds from time to time to such extent, to such persons, firms, associations, corporations, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors of the corporation may determine.

(g) To endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations of, any securities, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the corporation may otherwise be or become interested, of any persons, firm, association, corporation, government or subdivision thereof, or of any other combination, organization or entity whatsoever.

(h) To borrow money for any of the purposes of the corporation, from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the state of Ohio by these Articles of Incorporation, as the Board of Directors of the corporation may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and goodwill of the corporation, then owned or thereafter acquired.

(i) To issue, sell or dispose of the corporation's bonds, debentures, notes, certificates of indebtedness and other obligations, secured or unsecured, and however evidenced, convertible into stock of any class, or not so convertible, upon any terms and in any lawful manner, and as security therefor to mortgage, convey or assign in trust, pledge, grant any charge or improve any lien upon, all or any part of the real or personal property, including rights, interests and franchises of the corporation, whether owned by it or thereafter acquired.

(j) To make, draw, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or transferrable instruments and evidences of indebtedness whether secured by mortgage or otherwise, so far as may be permitted by the laws of the state of Ohio.

(k) To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the corporation shall determine and as shall be permitted by law.

(l) To organize or cause to be organized under the laws of the state of Ohio, or any other state of the United States of America, or of the District of Columbia, or of any territory, dependency, colony or possession of the United States of America, or of any foreign country, a corporation or corporations for the purpose of transacting, promoting or carrying on any or all of the objects or purposes for which the corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(m) To conduct its business in any and all of its branches and maintain offices both within and without the state of Ohio, in any and all states of the United States of America, in the District of Columbia, in any or all territories, dependencies, colonies or possessions of the United States of America, and in foreign countries.

(n) To such extent as a corporation organized under the General Corporation Law of the state of Ohio may now or hereafter lawfully do, to do, either as principal or agent and either alone or in connection with other corporations, firms or individuals, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the Corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the General Corporation Law of the state of Ohio or under any act amendatory thereof, supplemental thereto or substituted therefor.

(o) Each purpose specified in any clause or paragraph of this Article is an independent purpose and shall not be limited by reference to or inference from the terms of any other clause or paragraph of these Articles of Incorporation; provided that nothing herein contained shall be construed as authorizing the corporation to carry on any business or exercise any power in the state of Ohio or in any state, territory, or country, which under the laws thereof the corporation may not lawfully carry on or exercise.

(p) The Corporation reserves the right substantially to change its purposes. If a change of purposes is authorized by the vote now or hereafter required by statute, dissenting shareholders shall not have appraisal or payment rights.

FOURTH. The maximum number of shares which the corporation is authorized to have outstanding is five hundred (500), which shall be classified as follows: no par, common.

FIFTH. The amount of stated capital with which the corporation shall begin business is Five Hundred Dollars (\$500.00).

SIXTH. The corporation, by action of the Board of Directors and without action by shareholders, may purchase its shares for the purposes and/or to the extent permitted by law.

SEVENTH. A director shall not be disqualified from dealing or contracting with the Corporation as vendor, purchaser, employee, agent or otherwise; nor, in the absence of fraud, shall any transaction or contract or act of this Corporation be void or in any way affected or invalidated by the fact that any director or any firm of which any director is a member or any corporation of which any director is a shareholder, director or officer is in any way interested in such transaction or contract to act, provided the fact that such director or such firm or such corporation is so interested shall be disclosed or shall be known to the Board of Directors at which action upon any such contract or transaction or act shall be taken; nor shall any such director be accountable or responsible to the Corporation for or in respect to any such transaction or contract or act of this Corporation or for any gains or profits realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or officer is interested in such transaction or contract or act; and any such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize or take action in respect to any such contract, or transaction, or act, and may vote thereat to authorize, ratify, or approve any such firm of which he is a member, or any corporation of which he is a shareholder, director or officer were not interested in such transaction or contract or act.

EIGHTH. The shareholders and Board of Directors of the Corporation shall have the power to hold their meetings, to have an office or offices and to keep the books of the Corporation, subject to the provisions of the laws of the state of Ohio, outside of said state at such place or places as may from time to time be designated by them.

NINTH. From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the state of Ohio at the time in force may be added or inserted in the manner and at the time prescribed by said laws.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 27<sup>th</sup> day of January, 1973.

CAMPLANDS WATER COMPANY

  
William A. Carroll

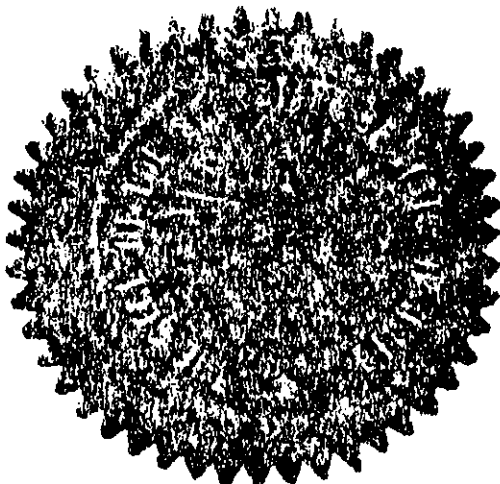
UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.

**I, TED W. BROWN,**

*Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the*

ARTICLES OF INCORPORATION  
OF  
CAMPLANDS WATER COMPANY

*filed in this office on the* 29TH *day of* JANUARY *A. D.* 1973.  
*and recorded on (in) Roll (Number)* B 855 *, Frame (Page)* 1674 *of*  
*the Records of Incorporations.*



**WITNESS my hand and official seal at**  
**Columbus, Ohio, this** 21ST **day**  
**of** MARCH **A.D. 19** 77.

**TED W. BROWN**  
**Secretary of State**

BU975-0663

# Certificate of Amendment TO ARTICLES OF CAMPLANDS WATER COMPANY

Number 434236  
Approved By Hya  
Date 6/5/74  
Fee 25.00  
24949

Robert C. Pearlman, President, and Kathryn J. Fazio, Secretary of Camplands Water Company, an Ohio corporation, with its principal office located at Andover Township, Ashtabula County, Ohio, do hereby certify that in a writing signed under the provisions of Section 1701.54 of the Revised Code by all of the shareholders who would be entitled to a notice of a meeting held for such purpose the following resolution was adopted to amend the articles:

RESOLVED: That Article Third be, and it hereby is amended to read as follows:

THIRD. The purposes for which it is formed are:

(a) To supply holiday Camplands development, in the county of Ashtabula, the state of Ohio, with water and facilities, either directly or through the intermediary of a property owners' association or other person, firm or corporation, and to carry on the business of a waterworks company in all its branches: to sink wells and shafts, and to make, build and construct, lay down and maintain, reservoirs, cisterns, culverts, filter-beds, main and other pipes and appliances, and execute and do all other works and things necessary or convenient for obtaining, storing, selling, delivering, measuring and distributing water, or otherwise for the purposes of this company, to be a water utility company and do all things incident thereto.

(b) To act as a public utility under the applicable statutes of the state of Ohio as now or hereinafter enacted; and in accordance with the rules and regulations of the Public Utilities Commission of Ohio and in accordance with the rates and regulations as set forth in tariffs filed and/or approved by the said Commission, to make water service available to consumers desiring said service who are located immediately contiguous to its distribution lines.

(c) To purchase or otherwise acquire, and to hold, mortgage, pledge, sell, exchange or otherwise dispose of, securities (which term includes, without limitation of the generality thereof, any shares of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or issued by any persons, firms, associations, corporations, or governments or subdivisions thereof; to make payment therefor in any lawful manner, and to exercise, as owner or holder of any securities, any and all rights, powers and privileges in respect thereof.

(d) To manufacture, purchase or otherwise acquire, sell, assign and transfer, exchange or otherwise dispose of, and to invest, trade, deal in or deal with goods, wares and merchandise and personal property of every class and description.

(e) To make, enter into, perform and carry out contracts of every kind and description with any person, firm, association, corporation or government or subdivision thereof.

(f) To acquire any part or all of the business, including goodwill, of any person, firm, association or corporation, whether or not the business is similar to that in which the corporation is then engaged, and to conduct in the state of Ohio or elsewhere any business acquired, provided such business is not prohibited by the law of the state of Ohio; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, associations or corporations, and to conduct the whole or any part of any business thus acquired.

(g) To lend its uninvested funds from time to time to such extent, to such persons, firms, associations, corporations, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors of the corporation may determine.

(h) To endorse or guarantee the payment of dividends upon, and to guarantee the performance of contracts, obligations of, any securities, and to guarantee in any way the performance of any of the contracts or other undertakings in which the corporation may otherwise be or become interested, of any person, firm, association, corporation, government or subdivision thereof, or other combination, organization or entity whatsoever.

(i) To borrow money for any of the purposes of the corporation from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the state of Ohio by these Articles of Incorporation, as the Board of Directors of the corporation may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and goodwill of the corporation, then owned or thereafter acquired.

(j) To issue, sell or dispose of the corporation's bonds, debentures, notes, certificates of indebtedness and other obligations, secured or unsecured, and however evidenced, convertible into stock of any class, or not so



convertible, upon any terms and in any lawful manner, and as security therefor to mortgage, convey or assign in trust, pledge, grant any charge or improve any lien upon, all or any part of the real or personal property, including rights, interests and franchises of the corporation, whether owned by it or thereafter acquired.

(k) To make, draw, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or transferrable instruments and evidences of indebtedness whether secured by mortgage or otherwise, so far as may be permitted by the laws of the state of Ohio.

(l) To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the corporation shall determine and as shall be permitted by law.

(m) To organize or cause to be organized under the laws of the state of Ohio, or any other state of the United States of America, or of the District of Columbia, or of any territory, dependency, colony or possession of the United States of America, or of any foreign country, a corporation or corporations for the purpose of transacting, promoting or carrying on any or all of the objects or purposes for which the corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(n) To conduct its business in any and all of its branches and maintain offices both within and without the state of Ohio, in any and all states of the United States of America, in the District of Columbia, in any or all territories, dependencies, colonies or possessions of the United States of America, and in foreign countries.

(o) To such extent as a corporation organized under the General Corporation Law of the state of Ohio may now or hereafter lawfully do, to do, either as principal or agent and either alone or in connection with other corporations, firms or individuals, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the Corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the General Corporation Law of the state of Ohio or under any act amendatory thereof, supplemental thereto or substituted therefor.

B0975-0666

(p) Each purpose specified in any clause or paragraph of this Article is an independent purpose and shall not be limited by reference to or inference from the terms of any other clause or paragraph of these Articles of Incorporation; provided that nothing herein contained shall be construed as authorizing the corporation to carry on any business or exercise any power in the state of Ohio or in any state, territory, or country, which under the laws thereof the corporation may not lawfully carry on or exercise.

(q) The Corporation reserves the right substantially to change its purposes. If a change of purposes is authorized by the vote now or hereafter required by statute, dissenting shareholders shall not have appraisal or payment rights.

IN WITNESS WHEREOF, said Robert C. Pearlman, President, and Kathryn J. Fazio, Secretary, of Camplands Water Company, acting for and on behalf of said corporation, have hereunto subscribed their names and caused the seal of said corporation to be hereunto affixed this 11th day of February, 1974.

By Robert C. Pearlman  
President

By Kathryn J. Fazio  
Secretary

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.

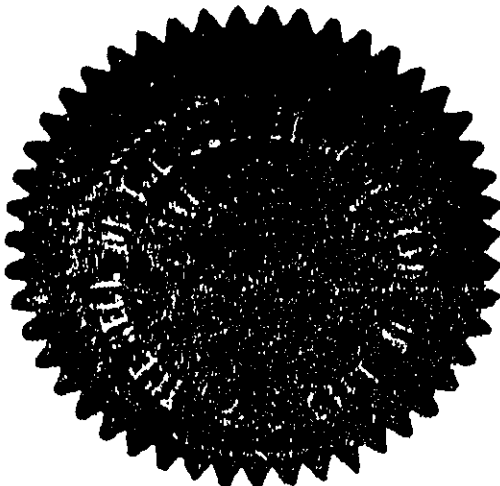
I, TED W. BROWN,

Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the

CERTIFICATE OF AMENDMENT  
TO ARTICLES OF INCORPORATION  
OF

CAMPLANDS WATER COMPANY

filed in this office on the 5th day of June A. D. 1974  
and recorded on (in) Roll (Volume) B975, Page (Page) 663 of  
the Records of Incorporations.



WITNESS my hand and official seal at  
Columbus, Ohio, this 22nd day  
of March A.D. 19 77

*Ted W. Brown*

TED W. BROWN  
Secretary of State

## EXHIBIT (3)

## CAMPLANDS WATER COMPANY

## BALANCE SHEET

MARCH 31, 1977

## ASSET ACCOUNTS

Property and Plant	\$ 719,137.53
Cash	3,476.30
Temporary Cash Deposits and Investments	175,024.44
Accounts Receivable - Associated Companies	7,729.17
Prepayments - Taxes	9,902.96
Other Current and Accrued Assets	10.00
Other Deferred Charges	<u>5,447.08</u>
Total Assets	\$ 920,727.48 =====

## LIABILITY ACCOUNTS

Current and Accrued Liabilities	\$ 3,149.37
Payroll Accrued	398.79
Taxes Accrued	11,488.62
Reserves - Depreciation	58,063.60
Capital Surplus	831,500.00
Earned Surplus	<u>16,127.10</u>
Total Liabilities	\$ 920,727.48 =====

## EXHIBIT (3) (a)

CAMPLANDS WATER COMPANY  
BALANCE SHEET  
MARCH 31, 1976

## ASSET ACCOUNTS

Property and Plant	\$ 1,000,000.00
Cash	
Temporary Cash Deposits and Investments	40,200.00
Accounts Receivable - Associated Companies	7,700.00
Prepayments - Taxes	7,000.00
Other Deferred Charges	<u>5,000.00</u>
Total Assets	\$ <u>1,059,900.00</u>

## LIABILITY ACCOUNTS

Current and Accrued Liabilities	\$ 3,100.00
Payroll Accrued	400.00
Taxes Accrued	11,500.00
Reserves - Depreciation	79,400.00
Capital Surplus	937,500.00
Earned Surplus	<u>28,000.00</u>
Total Liabilities	\$ <u>1,059,900.00</u>

## EXHIBIT (4)

CAMPLANDS WATER COMPANY  
PRO-FORMA INCOME STATEMENT  
FIRST YEAR OF OPERATION

Operating Revenues			\$ 185,500.00
Operating Expenses:			
Superintendence	\$ 12,000.00		
Purification Labor	4,000.00		
Miscellaneous Labor	3,000.00		
Purification Supplies & Expenses	300.00		
Miscellaneous Pumping Station Supplies & Expenses	1,200.00		
Total		\$ 20,500.00	
Maintenance:			
Maintenance Repairs to Transmission Mains	\$ 2,500.00	\$ 2,500.00	
General & Miscellaneous Expenses:			
Salaries of General Officers	17,000.00		
Salaries of General Office Clerks	1,500.00		
Miscellaneous General Office Supplies & Expenses	2,500.00		
Other General Expenses	8,000.00		
Total		\$ 29,000.00	
Undistributed Expenses:			
Insurance	\$ 1,000.00		
Stable and Garage Expenses	4,000.00		
Total		\$ 5,000.00	
Provision for Depreciation		\$ 28,000.00	
Provision for Taxes		\$ 62,000.00	
Total Operating Revenue Deductions		\$ 147,000.00	
Net Income			\$ 38,500.00
			=====

## EXHIBIT (4) (a)

CAMPLANDS WATER COMPANY  
PRO-FORMA INCOME STATEMENT  
FIFTH YEAR OF OPERATION

Operating Revenues		\$ 185,500.00
Operating Expenses:		
Superintendence	\$ 15,500.00	
Purification Labor	5,000.00	
Miscellaneous Labor	4,000.00	
Purification Supplies & Expenses	500.00	
Miscellaneous Pumping Station Supplies & Expenses	1,500.00	
Total		\$ 26,500.00
Maintenance:		
Maintenance Repairs to Transmission Mains	\$ 3,500.00	\$ 3,500.00
General & Miscellaneous Expenses:		
Salaries of General Officers	\$ 22,000.00	
Salaries of General Office Clerks	2,000.00	
Miscellaneous General Office Supplies & Expenses	3,000.00	
Other General Expenses	10,000.00	
Total		\$ 37,000.00
Undistributed Expenses:		
Insurance	\$ 1,500.00	
Stable and Garage Expenses	5,000.00	
Total		\$ 6,500.00
Provision for Depreciation		\$ 28,000.00
Provision for Taxes		\$ 55,000.00
Total Operating Revenue Deductions		\$ 156,500.00
Net Income		\$ 29,000.00

EXHIBIT (5)

P U C O NO. 1

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TITLE PAGE

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RATES, RULES

and

REGULATIONS

for

WATER SERVICE

of

CAMPLANDS WATER COMPANY

SERVING THE HOLIDAY CAMPLANDS SUBDIVISION AREA AND LAKE VILLAGE CAMPGROUND,  
AND ALSO SERVING CONSUMERS LOCATED OUTSIDE HOLIDAY CAMPLANDS AND LAKE  
VILLAGE CAMPGROUND, BUT CONTIGUOUS THERETO

IN RICHMOND & ANDOVER TOWNSHIPS, ASHTABULA COUNTY, OHIO

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by The Public



P. U. C. O. No. 1

CAMPLANDS WATER COMPANY  
Andover Township, Ohio

STATEMENT OF PURPOSE

Camplands Water Company was established to provide water distribution service for the subdivision known as Holiday Camplands, Inc. and consumers desiring said service who are located immediately contiguous to its distribution lines in Andover Township, Ashtabula County, Ohio. Camplands Water Company also provides water distribution service for the subdivision known as LAKE VILLAGE COMPGROUND and consumers desiring said service who are immediately contiguous to the distribution lines in Richmond and Andover Townships, Ashtabula County, Ohio.

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 1  
Original Sheet No. 1

P U C O NO. 1

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DEFINITIONS AND EXPLANATION OF SYMBOLS

COMPANY

Camplands Water Company, an Ohio corporation.

COST

The expenditure by the Company for labor, material, engineering, supervision, motor vehicles and tools, and any other expenditures incident thereto, to the extent that any or all of such items are applicable in the particular situation involved.

CUSTOMER

A term referring to a person who has contracted for water service to be supplied to one or more particular lots. When the same person makes more than one contract for service for more than one purpose, or for service to more than one lot, he shall, for the purpose of this tariff, be deemed a separate customer with respect to each such contract.

OWNER

A person holding the fee or life estate, or an undivided interest in the fee or life estate, on any lots which are, or are about to be, supplied with water by the company.

LOT

A plat or tract of land adjacent to the distribution lines of the Company as said lines are delineated on plans and specifications on file with the Public Utilities Commission and/or Environmental Protection Agency of Ohio.

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Issued: June 6, 1974

Effective: 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 1  
Original Sheet No. 2

P U C O NO. 1

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CONNECTION

A pipe or line for water running from the Company's distribution lines to the Customer's lot.

DOMESTIC USE

The use of water in connection with normal household activities only.

NONDOMESTIC USE

All uses other than Domestic uses.

SERVICE LINE

That portion of the water line within the Owner's lot.

LATERAL

The pipe or line which connects the distribution line to the Customer's lot.

DISTRIBUTION LINE OR MAIN

A main line or trunk owned by the Company to supply water from the plant to the various areas of the subdivision.

PRIME USER

A person, firm, or corporation shall be deemed a prime user as of the time when a dwelling or other structure has been constructed on a lot.

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Issued: June 6, 1974

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 1  
Original Sheet No. 3

P U C O NO. 1

---

SYMBOLS

Symbols employed as a prefix to matter in these or any amended or supplemental rates, rules or regulations of the Company shall signify the following:

- (C) Signifies changed regulation
- (D) Signifies discontinued rate or regulation
- (I) Signifies increase in rate
- (N) Signifies new rate or regulation
- (R) Signifies reduction in rate
- (T) Signifies a change in text but no change in rate or regulation

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Issued: June 6, 1974

Effective: JUN 9 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 2  
Original Sheet No. 1

P U C O NO. 1

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WATER SERVICE TARIFF

A. GENERAL

Water service provided by Camplands Water Company (hereinafter called "Company"), is furnished subject to the rates, charges, rules and regulations shown in this tariff, as it now exists, or as it may be revised, added to, or supplemented by superseding sheets.

B. RATES AND THEIR APPLICATION

1. Flat rate unmetered service - Domestic Use

Flat rate per customer, per month \$4.75

2. Regular metered water service - Domestic Use

First 3,000 gallons per month per 1,000 gallons \$4.75

Next 17,000 gallons per month per 1,000 gallons \$0.95

Next 20,000 gallons per month per 1,000 gallons \$0.80

All over 40,000 gallons per month per  
1,000 gallons \$0.65

Minimum Rate \$4.75 per month

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Issued: June 6, 1974

Effective: JUN 9 1974

Issued by  
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Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 2  
Original Sheet No. 2

P U C O NO. 1

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**RATES AND THEIR APPLICATION (Continued)**

Water under the above schedule is available for use on any lot or lots in single ownership and not occupied by a multiple dwelling unit, which lot or lots are adjacent to the Company's distribution lines.

**3. Multiple Dwelling Rate**

Where a lot or lots in a single ownership are occupied by a multiple dwelling unit the foregoing general rate will apply except that the minimum rate shall be multiplied by the number of dwelling units.

**4. Effective Date of Charges**

Charges are effective upon acceptance of the application or contract by the Company as provided by Section 3 hereof.

**5. Nondomestic Use**

Rates for nondomestic use shall be such as are mutually agreed upon between the Company and Customer, and as approved by the Public Utilities Commission of Ohio.

**C. BILL AND PAYMENT FOR SERVICES**

1. Each customer is liable for the payment of all water supplied and for water services furnished to his premises until the customer has requested termination of service and final meter reading has been made, or, if there is no meter, the water valve at the curb box has been turned off.

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Issued: June 6, 1974

Effective:

Issued by  
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Filed in accordance with Order No. 73-544-W Issued by The Public  
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P U C O NO. 1

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**BILL AND PAYMENT FOR SERVICES (Continued)**

2. Bills for water service shall be rendered on a quarterly basis, notwithstanding that minimum and metered charges are computed on a monthly basis. Where a meter is installed, the bill for water service shall be in the amount of the monthly consumption charge for the preceding quarter unless the monthly consumption charge is less than the minimum per month charge, in which event the minimum charge per month shall apply.
3. The net quarterly bill for water service for customers on flat rate unmetered service shall be the minimum charge per month for each of the three preceding months in said quarter.
4. Under normal conditions, meters will be read on or about the first day of each month, and the customer will be billed for water service for the quarter immediately preceding the meter readings made on the first day of January, April, July and October of each year. Customers on unmetered service will be billed at the beginning of each quarter for water service for the preceding quarter. The quarterly billing shall be due and payable within ten (10) days after the due date shown on the bill. When service to any premises is established on a date between such quarterly billing periods, the customer shall be charged a per diem pro rata amount based on the monthly consumption or minimum charge until commencement of the following billing period.
5. Bills unpaid ten (10) days after the due date, for water used during the quarter billed, shall subject the property to discontinuance of service. Notice of past-due bills will be mailed to customers and water may be shut off by the company upon giving the customer not less than five (5) days written notice stating the reason for such discontinuance of service.

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Issued: June 6, 1974

Effective: JUN 9 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

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

P U C O NO. 1

BILL AND PAYMENT FOR SERVICES (Continued)

6. When water service has been shut off due to delinquency of payment, the entire bill and penalty for delayed payment, plus an additional charge of Five Dollars (\$5.00) for reconnection must be paid before service will be restored.
7. Any bill for water service remaining unpaid fifteen (15) days after its due date shall be subject to a delayed payment charge of five (5) percent of the amount of the bill. (C)
8. Bills will be mailed or delivered to the customer at the address of the premises serviced unless the customer shall, in writing, request that they be sent to some other address specified by him. The failure to receive the bills shall not relieve the customer of the obligation to pay for same when due. The bill for water service for metered service shall indicate the date of the meter reading and the quantity of water supplied and all bills for water service shall indicate the last day as of which such bill is payable, the name and address of the Company, and the name and telephone number for service call. (C)
9. The Company, in order to safeguard its interests, may require the customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The deposit may not exceed one hundred thirty (130) percent of the minimum charge, per month for water service or one hundred (100) percent of the cost or estimated cost of improvements or installations to be paid for by the customer. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to prompt payment of bills on presentation. At such time as the service is terminated, or at the Company's option, prior to termination of service, the amount of the deposit may be credited to the customer's account and any balance

Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public



Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 2  
Original Sheet No. 5

P U C O NO. 1

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BILL AND PAYMENT FOR SERVICES (Continued)

remaining refunded to the customer. The Company will allow and pay to the customer interest at the rate of not less than four (4) percent per annum on all cash deposits, provided such cash remains on deposit for more than ninety (90) days.

10. No rebates from rates will be allowed because a customer obtains a part of his water or water service from any source other than the Company or when water service is temporarily discontinued, at the customer's request, or by the Company for the purpose of making repairs, replacements, or extensions for equipment or electrical power supply failures, unless the temporary discontinuance exceeds forty-eight (48) hours.

11. Bills rendered upon termination of water service must be paid within ten (10) days from the date rendered. When not so paid, such bill shall be increased by the cost of collection, including attorneys' fees and court costs reasonably incurred to effect collection.

12. In the event a meter fails to properly register the quantity of water supplied during any month or other period of time, the Company will estimate the quantity of water supplied during such period, having due regard to the use which the customer made of water supplied to him during such period, and any other source of information and data permitting of a reasonable conclusion as to the quantity of water not measured or inaccurately measured, and bill the customer accordingly. If no objection is made by the customer to the Company within five (5) days from the due date of the estimated bill, then it shall become on account stated and be due and payable within the time provided and as stated on such bill.

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Issued: June 6, 1974

Effective: JUN 9 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 2  
Original Sheet No. 6

P U C O NO. 1

---

BILL AND PAYMENT FOR SERVICE (Continued)

13. Any customer desiring temporarily to discontinue the use of water to his premises must give notice in writing at the office of the Company to that effect. Such temporary disconnection shall not relieve the customer from the payment of the charges required by these rules and regulations, which charges in no event shall be less than the minimum rates established herein.

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Issued: June 6, 1974

Effective: JUN 1 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 3  
First Revised Sheet No. 1  
Cancels Original Sheet No. 1  
Original Sheet No. 1

P U C O NO. 1

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CONTRACTS FOR WATER SERVICE

1. All applications or contracts for water service must be made on forms provided by the Company. Upon acceptance by the Company, the application or contract obligates the customer to pay for the water service and shall obligate both parties to abide by all the terms and provisions of this tariff and all other lawful and applicable tariffs. Each application must state truly and fully the uses to which the water is to be applied. Except as otherwise provided herein a separate contract for water service shall be required for each meter or tap. A separate contract for water service may be required for each type of use to which the water is to be applied. Each application must be signed by the owner of the premises to be supplied if available, and if not, by the occupant of said premises as the duly authorized agent of said owner.
2. Water shall not be supplied unless owner or his authorized agent has contracted and/or applied for a water connection or shall hereafter contract and/or apply for a connection, and shall have paid and/or contracted to pay the actual, out-of-pocket costs of connecting the service. (C
3. Where more than one lot is in one ownership and said lots are contiguous, only one water connection fee will be charged, provided that only one residential building is placed on said contiguous lots. Should more than one residential building be placed on said lots, then separate connections and use fees shall be charged for each such residential building. In the event of sale or conveyance of one or more of said lots and in the event water service has not been contracted for on said lots, the Grantee shall be required to connect to the water system and make such water payment as is being charged at the time of conveyance.

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

P U C O NO. 1

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CONTRACTS FOR WATER SERVICE

4. The Company shall be notified of any change of ownership and of any change of tenancy involving a customer's premises. Such notice to contain the date such change is to become effective.
5. At such time as the Company is notified of a change in tenancy or ownership, whether such notice is given by the old customer or otherwise, the Company shall make a final meter reading if the service is metered service, or, if there is no meter, turn off the water valve at the curb box, and shall render a final billing. The customer in whose name the service or account stands at the time such final bill is rendered shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated and the service discontinued. Service to the premises, for the same owner or occupant will not be restored until the final bill is paid.
6. In cases of temporary service, where water service is desired for special purposes, the Company shall estimate the cost thereof and the amount estimated shall be deposited by the customer. After such service is made available, the Company shall compute the actual cost for same. Any excess of the amount deposited over actual cost shall be returned to the customer and the excess of actual cost over the amount deposited shall be paid by the customer upon receipt of the bill from the Company.
7. With respect to any customer who shall refuse or fail to sign the Company's application for water service, the furnishing of water by the Company and its acceptance and use by the customer shall be considered as a contract and agreement on the part of the customer to abide by the tariff schedule and rules and regulations of the Company set forth in this tariff.

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Issued: June 6, 1974

Effective: June 9, 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 3  
First Revised Sheet No. 3  
Cancels Original Sheet No. 3  
Original Sheet No. 3

P U C O NO. 1

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CONTRACTS FOR WATER SERVICE

8. The contract between the customer and the Company covering the supply of water is not transferable to any other person, and no agent of the Company has the authority to consent in writing or otherwise, to such transfer.
9. The Company will supply water as herein specified. (N)
- A. The Company shall, subject to the approval of the Commission, adopt and maintain a standard pressure in its distribution system at locations to be designed as the point or points of "standard pressure".
  - B. Under normal conditions of water use, the pressure at a customer's service connections shall be:
    - a. Not less than 25 PSIG.
    - b. Not more than 125 PSIG.
  - C. Pressure outside the limits specified will not be considered a violation when the variations:
    - a. Arise from the action of the elements.
    - b. Are infrequent fluctuations not exceeding five minutes duration.
    - c. Arise from service interruptions.
    - d. Are temporary and from causes beyond the control of the utility. (N)

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 4  
First Revised Sheet No. 1  
Cancels Original Sheet No. 1  
Original Sheet No. 1

P U C O NO. 1

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#### SERVICE LINES

1. All taps and connections to the mains of the Company shall be made under the direction or supervision of an authorized employee or representative of the Company.
2. No lot shall be supplied by more than one service line and each dwelling or other structure which is a prime user shall be required to have a meter which shall be installed and maintained by the Company. The actual, out-of-pocket costs of connecting service, including the expense of the meter and installation, shall be paid by the owners of the property. The Company reserves the right to determine the size of each connection with its mains, the size and kind of service pipe to be used and the size and type of meter that shall be placed on any service line. A valve shall also be located at the discretion of the Company as as to prevent drainage if meter is removed.
3. No service line shall be constructed or connected to a meter until application for permission shall have been made to and accepted by the Company. Each application for permission to install a service line must be made to the Company's main office, in writing, on a form furnished by the Company by the owner of the premises to be serviced, if available, and if not, by the occupant of said premises as the duly authorized agent of said owner, and must truly and fully state the uses to which the water is to be applied, the size of pipe to be installed, and the correct lot and street number or other complete identification of the premises to be supplied.
4. The Company's permission to install a service line shall be subject to the condition that there shall exist, adjacent to the premises to be served, to the full width of the street frontage of such premises, a lateral or trunk main owned by the Company which is connected or which is ready to be connected to the Company's water system.

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

P U C O NO. 1

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SERVICE LI NES

5. The service line shall be installed in a location approved by the Company, by an approved plumber, at the expense of the customer. The materials and installation shall conform to specifications established from time to time by the Company. After such a line is installed, it is to remain uncovered until it is inspected by the Company and by any public official authorized to make an inspection.
6. All service lines shall have a minimum earth cover of four (4) feet and shall have placed thereon a stop and waste cock at locations to be designated by the Company.
7. No service or connection line may be in excess of two (2) inches in diameter at the point where it taps into the distribution lines of the Company.
8. Service lines installed by the customer shall be at his own expense. The customer shall keep and maintain the service line on his property in good working condition.
9. The Company shall in no event be responsible for damage done by water escaping from a service line or fixture on the premises of the owner, lessee or licensee.
10. There shall be no physical connection between pipe lines carrying water from a separate supply and pipe lines carrying water from the Company.
11. The Company shall have the exclusive right to turn on water after the installation of the service line and the plumber installing the service line shall leave the water turned off, after the line is tested by him prior to the Company's inspection. Curb boxes are to be set by an approved plumber

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Issued: June 6, 1974

Effective: JUN 3 1974

Issued by  
Camplands Water Company  
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Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

P U C O NO. 1

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SERVICE LINES

over curb stops and adjusted to meet the final grade of the premises served. Curb stops shall be constructed to be accessible to the Company at all times. If a curb stop is installed in such a way that it is not accessible to the Company, then the customer shall pay the cost of any necessary change.

12. The customer shall be responsible for all leaks in the service line and shall, at its sole expense, maintain and keep it in good repair. When leaks or other defects in service lines are discovered, the Company may turn off the water service. Without limiting the authority of the Company as provided in the preceding sentence, the Company will endeavor, when circumstances are such as make it practicable, to give notice to the customer before discontinuing such service, in order to afford him a reasonable time within which to make repairs.

13. A suitable stop cock or valve approved by the Company shall be provided by the customer on the service line near the meter or at the entrance to the building when there is no meter. A suitable check valve shall be provided by the customer on the service line, between the stop cock and the meter, if required by the Company to prevent water backing up through the meter. If such a check valve is required, a safety valve shall be inserted by the customer at some convenient point in the house piping to relieve the existing pressure due to heating water.

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Issued: June 6, 1974

Effective: JUN 9 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974



Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 5  
First Revised Sheet No. 1  
Cancels Original Sheet No. 1  
Original Sheet No. 1

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P U C O NO. 1

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METERS

1. No meter may be used to serve more than one premises. No meter may be used to supply water for more than one type of use.
2. The meter, when installed by or for the customer, shall be installed by a duly licensed plumber and may be installed only after the service line and plumbing have been ready for such installation. The cost of the installation, including the cost of the meter, shall be paid by the customer.
3. Proper protection for the meter shall be provided by the customer.
4. The meter shall be maintained, repaired and replaced by the Company at the cost of the customer.
5. No water meter shall be placed in service or be allowed to remain in service if it fails to comply with the meter test specifications contained in Item 12 of this Section 5. If it is determined that a meter is to be replaced, the replacement shall be at the cost of the customer.
6. If the Company finds that a meter seal has been broken, or any bypass inserted, or there is other evidence that the meter has been tampered with, the water may be shut off and not be turned on again until the customer shall have paid for the estimated quantity of water which has been used and not registered, plus the cost to restore the meter to proper working order, a reconnection fee of Five Dollars (\$5.00) and any other necessary expense.
7. Customers must obtain written approval from the Company of the meter location prior to setting each meter in order to assure the Company that meters will be accessible for maintenance, inspections, repairing, and reading.

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 5  
Original Sheet No. 2

P U C O NO. 1

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METERS

8. All meters shall be of a type approved by the Company and issued by the Company.
9. Any damage resulting from carelessness, tampering or freezing involving a meter will be repaired or the meter replaced by the Company at the expense of the customer. The cost of such repairs or replacement will be included in the next billing for water use and shall be subject to all provisions pertaining to the collection of the water bill.
10. Upon the written request of any customer, the meter supplying water to the customer making the request will be tested by the Company. If the meter is found to be accurate within the limits specified by the Public Utilities Commission of Ohio, the customer shall pay a fee of Ten Dollars (\$10.00) to the Company. In case the meter has not been tested during the year prior to the request, the Company will make test without charge to the customer.
11. Where a meter has ceased to register or meter reading could not be obtained, an estimate of the quantity of water consumed will be based upon an average of the previous six months' consumption, and the condition of the service prevailing during the period in which meter has failed to register.

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Issued: June 6, 1974

Effective:

JUN 9 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W. Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

P U C O NO. 1

METERS

12. All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure and shall be accurate to the following standards.

- A. The minimum test flow and normal test flow limits for positive displacement type cold water meters are as follows:

NOMINAL METER SIZE	FLOW IN GPM		
	MINIMUM	INTERMEDIATE	MAXIMUM
5/8"	0.25	2	15
3/4"	0.50	3	25
1"	1.75	4	40
1-1/2"	1.50	8	80
2"	2.00	15	120
3"	4.00	20	250
4"	7.00	40	350
6"	12.00	60	700

- B. Displacement meters shall be tested at each of the rates of flow stated above for the various size meters. A meter shall not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or overregisters or underregisters more than 1-1/2% at the intermediate and maximum limit except that a repaired meter shall not overregister or underregister more than 1-1/2% of the intermediate and maximum flows and shall register not less than the following appropriate percentage of water passed through it at the minimum test flow:

If manufactured on or after January 1, 1947 - 90%.

If manufactured prior to January 1, 1947 - 85%.

- C. All meters tested in accordance with these rules for periodic or complaint tests shall be tested in the condition as found in customer's service prior to any alteration or adjustment in order to determine the average meter error. Test shall be made at the intermediate and maximum rates of flow and the meter error shall be the algebraic average of the errors of the two tests.

Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 6  
First Revised Sheet No. 1  
Cancels Original Sheet No. 1  
Original Sheet No. 1

P U C O NO. 1

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### GENERAL REGULATIONS

1. When the supply of water is to be temporarily discontinued, the Company will give notice, when and to the extent it is deemed practicable, to all customers to be affected by the discontinuance, stating the purpose for which the discontinuance is made and the probable duration of the interruption of service.

2. It is impossible for the Company to guarantee a continuous supply of water, and, therefore, customers are warned that in any case where a discontinuance or restriction of water might cause damage (for example, water used in steam boilers, heaters, etc.) the customer should arrange for adequate stand-by capacity.

3. In the interest of the public health and for the protection of its property, the Company will not permit service lines or any other lines or pipes carrying, or which are in a position to carry its water supply, to be connected either on or off any premises with any lines or pipes which the Company knows or has good reason to believe is connected with any other source of water supply. No service line may be connected in any manner to any pipe or apparatus containing liquids or other matter which may flow back into the mains.

4. The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure, but reserves the right, at any time, without notice, to shut off the mains or service lines for the purpose of making repairs or extensions, or for any other purpose. The Company shall not be liable for a deficiency or failure, except for (C its own willful misconduct or negligence in the supply of water or for (C any damage therefrom or in the pressure or for any damage caused thereby, or by the bursting or breaking of any main or service line or any attachment to the mains or service lines or for any

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 6  
First Revised Sheet No. 2  
Cancels Original Sheet No. 2  
Original Sheet No. 2

P U C O NO. 1

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### GENERAL REGULATIONS

damage caused thereby, or for failure of electrical power supply or equipment failures, or failure of other facilities used by the Company or for any damage caused thereby, if the Company is without willful misconduct or negligence on its part.

5. Customers having boilers connected with mains of the Company must have a check valve on the supply line to the boilers and a vacuum value on the line to prevent collapse in case the water supply is discontinued. All customers are hereby cautioned against danger of collapse, as it is sometimes necessary to shut off the supply of water without notice.

6. The lots receiving a supply of water and all service lines, and fixtures, including any and all fixtures within the said lots shall at all reasonable hours be subject to inspection or reading by duly authorized employees or representatives of the Company. Access to customer's dwelling or structure shall be only by permission of customer in accordance with Commission Rules and Regulations.

7. Lawn or garden sprinkling or watering or other excessive use of water may be regulated or prohibited by the Company.

8. Water for building or construction purposes will be furnished by meter only and shall be discharged through a hose or pipe directly upon material to be wet, or into a barrel or other container, and in no case upon the ground or into or through a ditch or trench; and all use of water by other than applicant or use of water for any purpose or upon any premises not so stated or described in the application must be prevented by the applicant.

9. No person shall open any fire hydrant, except for the legitimate purpose of extinguishment of a fire, without written consent of the Superintendent of the Company.

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Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public

P U C O NO. 1

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GENERAL REGULATIONS

10. When application to install a service line or for water service or for the reinstatement of water service is made to the Company, it shall be entitled to assume that the piping and fixtures to which the service will be supplied are in order, and the Company will not be liable in any event for any accidents, breaks or leakage resulting in any way for connection with the supplying of water.
11. The Company shall have the sole right to determine the size, type and location of meters, meter settings, valves, service lines and connections necessary to give the service applied for.
12. Operating control of all mains, service lines and meters is vested in and shall at all times remain in the Company, and shall not be trespassed on or interfered with in any manner.
13. All use of water for any purpose or upon any premises not stated in the application must be prevented by the customer.
14. The Company may, without notice, discontinue all or any part of its service to any customer for any of the following reasons:
  - (a) For use of water for any premises or purpose other than stated in the application.
  - (b) For misrepresentation in the application as to the premises to be supplied or the use to be made of water supplied or as to any other material fact.

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Issued: June 6, 1974

Effective: JUN 7 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

P U C O NO. 1

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GENERAL REGULATIONS

- (c) For tampering with or molesting any main, meter or other appliance under the control of, or belonging to, the Company.
- (d) For continued vacancy of the premises.
- (e) For nonpayment, when due, or within the time permitted by this tariff, of any charges owed by the customer to the Company for water service or for improvements, changes or installments made or services performed by the Company at the customer's expense.
- (f) For connecting the service line, or any line or pipe directly or indirectly connected therewith, with any other source of supply of water or with any apparatus which may, in the opinion of the Company, endanger the quality of the Company's water supply.
- (g) For denial to the Company of reasonable access to the premises for purposes of inspection.
- (h) For any other violation of, or failure to comply with, the regulations of the Company.
- (i) For an improper installation of a service line, meter or any of the appurtenances.
- (j) For selling or giving away water without written permission from the Company.

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Issued: June 6, 1974

Issued by

Camplands Water Company  
Robert C. Pearlman, President

Effective: JUN 9 1974

Filed in accordance with Order No. 73-544-W Issued by The Public  
Utilities Commission of Ohio, dated June 4, 1974

P U C O NO. 1

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GENERAL REGULATIONS

15. In any case in which water service is supplied to two or more customers through one service line, and the Company is entitled under the preceding paragraph to discontinue service to any one of them, the Company may discontinue service to both or all such customers.

16. If a customer whose service has been discontinued for nonpayment of bills or for violation of, or failure to comply with, the regulations of the Company, desires a reconnection, such reconnection may be made only after the customer:

- (a) Has paid all unpaid bills owing to the Company;
- (b) Has corrected any condition found objectionable under the regulations of the Company;
- (c) Has paid a reconnection fee of \$5.00.

17. Any employee or agent of the Company whose duty requires him to enter upon private property, will, upon request, show his credentials and emblem of authority.

18. Complaints with regard to the character of the service furnished or of the bills rendered must be made at the Company's office, in writing, and a record of such complaint will be kept by the Company, giving the name and address of the complainant, the date, the nature of the complaint and the action taken or decision made by the Company with respect to it.

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Issued: June 6, 1974

Effective: 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President



Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 6  
Original Sheet No. 6

P U C O NO. 1

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GENERAL REGULATIONS

19. The Company reserves the right at any time to alter, amend or add to the regulations of this tariff, or to substitute other regulations, and all such alterations, amendments and additions will be filed with the Public Utilities Commission of Ohio, as provided by law.

20. Any person tampering or interfering with any property of the Company shall be subject to the penalties provided by Ohio Revised Code Section 4933.99.

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Issued: June 6, 1974

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Effective: JUN 9 1974

Camplands Water Company  
Andover Township  
Ashtabula County, Ohio

Section 7  
First Revised Sheet No. 1  
Cancels Original Sheet No. 1  
Original Sheet No. 1

P U C O NO. 1

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SERVICE AREA MAP

Service area includes all of the platted subdivision known as Holiday Camplands, which it serves pursuant to a contract between the Company and Holiday Camplands Association, Inc. and Lake Village Campground to be served pursuant to a contract between the Company and Lake Village Club, Inc., as well as areas immediately contiguous to the distribution lines of the Company as delineated on plans and specifications on file with the Public Utilities Commission of Ohio and/or the Environmental Protection Agency of Ohio.

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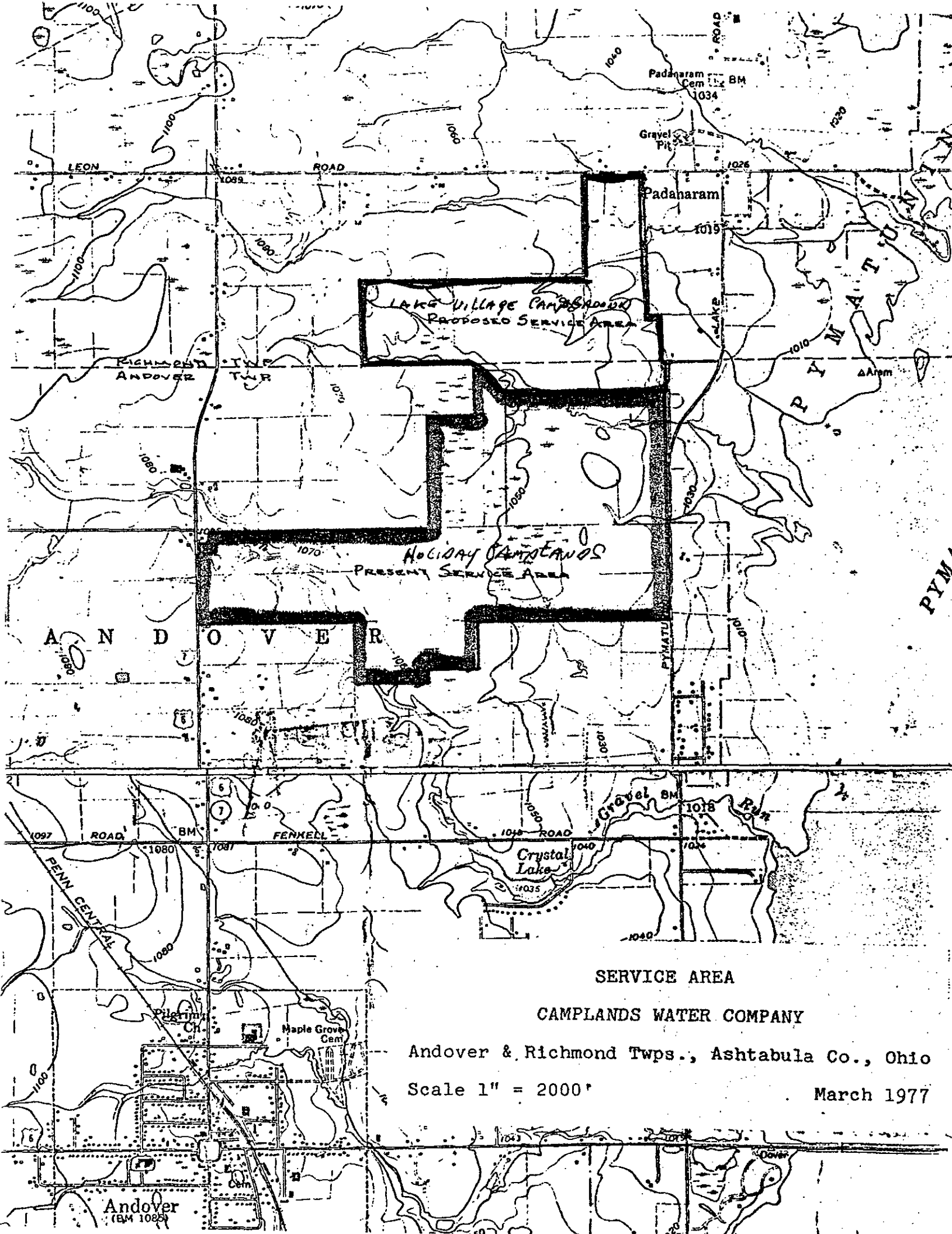
Issued:

Effective:

Issued by  
Camplands Water Company  
Robert C. Pearlman, President

Filed in accordance with Order No.  
Utilities Commission of Ohio, dated

Issued by the Public



SERVICE AREA

CAMPLANDS WATER COMPANY

Andover & Richmond Twps., Ashtabula Co., Ohio

Scale 1" = 2000'

March 1977

# FAYETTE ENGINEERING COMPANY

CONSULTING ENGINEERS

Established 1902

103 EAST MAIN STREET

UNIONTOWN, PENNSYLVANIA 15401

R. E. MECHLING, JR., P. E.

J. L. FERRERO, P. E.

R. E. MECHLING, P. E.

PHONE 412 - 438-6573

April 18, 1977

## EXHIBIT(7)

### CAMPLANDS WATER COMPANY

#### LAKE VILLAGE

(a) The proposed water distribution system for Lake Village Campground will serve an area of approximately 150 acres in Richmond and Andover Townships, Ashtabula County, Ohio, adjoining Holiday Camplands.

The Camplands Water Company is supplied by two wells, each with a rated capacity of 150 gpm. Drawdown tests indicate that both wells could be pumped simultaneously for a period of at least 24 hours without problems, for a sustained yield of 432,000 gallons per day. The existing water treatment facilities consists of two filters having a combined capacity of 241,000 gallons per day and a 150,000-gallon elevated storage tank.

The maximum water usage recorded at Holiday Camplands was 185,000 gallons per day which occurred on July 4, 1976. The average usage for the four day weekend was 145,000 gallons per day. Using

the maximum flow of 185,000 gallons per day, the flow per lot is 53 gallons per day. Since this is considerably lower than the 125 gallons per lot per day recommended by Ohio EPA, the design of the Lake Village distribution system was based on 125 gallons per lot per day or a total of 125,000 gallons per day. Line sizes were calculated to accommodate a peak flow which was assumed to be 2.5 times the average flow or 312.5 gallons per lot per day (0.217 gallons per lot per minute).

(b) The Lake Village distribution system will consist of 3,100 feet of 6-inch, 4,500 feet of 4-inch, 4,400 feet of 3-inch and 25,400 feet of 2-inch PVC water line. All pipe shall conform to the specifications for PVC Ring-Tite Pipe and shall be suitable for use at maximum hydrostatic working pressures of 160 psi at 73° F. All pipe must meet requirements as set forth in PS 22-70, with standard dimension ratio SDR 26, and bearing the National Sanitation Foundation seal for potable water pipe. Provisions must be made for contraction and expansion at each joint with a rubber ring, and integral bell as part of each joint. Pipe and fittings must be assembled with a non-toxic lubricant. All pipe and material shall conform to standard specification ASTM D1784 for Rigid Polyvinyl Chloride Compounds and ASTM D2241 for Polyvinyl Chloride Plastic Pipe.

*R B Mechling Jr*  
R. B. Mechling, Jr., P. E.  
E34799

**FAYETTE ENGINEERING COMPANY****CONSULTING ENGINEERS***Established 1902*

103 EAST MAIN STREET

UNIONTOWN, PENNSYLVANIA 15401

R. B. MECHLING, JR., P. E.

J. L. FERRERO, P. E.

R. B. MECHLING, P. E.

PHONE 412 - 488-5572

March 23, 1977

Mr. Robert C. Pearlman  
 Scott Hamilton Realty  
 813 S. Aiken Avenue  
 Pittsburgh, PA 15232


Dear Mr. Pearlman;

Tabulated below are the costs of expanding the Camplands Water Company system to provide service for the Lake Village development.

Additional Well and Piping	\$ 12,000.00
Plant Expansion (Filters, etc.)	25,000.00
Distribution System	
6" Pipe 3140' @ \$5.00/ft. =	\$ 15,700.00
4" Pipe 4440' @ 4.50/ft. =	19,980.00
3" Pipe 5480' @ 4.25/ft. =	23,290.00
2" Pipe 26000' @ 4.00/ft. =	104,000.00
Valves	7,850.00
Service Connections	48,000.00
	<u>218,820.00</u>
Engineering & Inspection	<u>26,000.00</u>
TOTAL	\$ 281,820.00

Very truly yours,

FAYETTE ENGINEERING COMPANY

  
 Russell B. Mechling, Jr., P.E.

RBMJr/bw

EXHIBIT (9)

CAMPLANDS WATER COMPANY  
STATEMENT OF FINANCIAL PLAN

Total Capital Improvements:	<u>\$281,820.00</u>
-----------------------------	---------------------

Funding of Improvement Construction:

Cash Reservices	\$175,820.00
Additional Capital Contribution from Sale of Campsites	<u>106,000.00</u>
	<u>\$281,820.00</u>

Statement: The Company does not contemplate the need for any issuance of equity securities, notes or bonds, or sums to be voluntarily contributed. The working capital will also be provided from the same sources.

Re: Ashtabula County  
 Andover Township  
 Detail Plans of Water Distribution System for Lake Village  
 Campground  
 Plans Received December 8, 1976; March 25, 1977  
 From R. B. Mechling, Jr., Fayette Engineering Company

APR 27 1977

James A. Rhodes  
 Governor  
 Ned E. Williams, P.E.  
 Director

April 27, 1977

Camplands Water Company  
 Rural Route No. 1  
 Andover, Ohio 44003

Ohio EPA



Gentlemen:

The Ohio Environmental Protection Agency has reviewed the plans submitted pursuant to Ohio Revised Code Chapter 6111. These plans are approved subject to the condition of compliance with all applicable laws, rules, regulations and standards. Further, all aspects of the construction and inspection of this project must be performed as required in Sections 6112.04 and 4733.17 of the Ohio Revised Code.

The owner shall provide for the proper maintenance and operation of the water supply and distribution system.

This approval covers only the water supply facilities proposed. Sanitary waste handling facilities may need a separate approval by the Ohio Environmental Protection Agency. Other aspects of the project may need approval by the Ohio Department of Health and/or the local health department.

The proposed facility may be constructed only in accordance with plans approved by the Director of the Ohio Environmental Protection Agency. There may be no deviation from the approved plans without the express, written approval of the Agency. Any deviation from the approved plans or the above conditions may lead to denial of a discharge permit or other sanctions and penalties provided under Ohio law. Approval of these plans does not constitute an assurance that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed facilities prove to be inadequate or cannot meet applicable standards.

Should there be any questions regarding the requirements, meaning or interpretations of any of the above which we may clarify, please contact the Office of Public Water Supply in the appropriate District Office of the Ohio Environmental Protection Agency.



You are hereby notified that this action of the Director is final and may be appealed to the Environmental Board of Review pursuant to Section 3745.04 of the Ohio Revised Code by any person who was a party to this proceeding. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. It must be filed with the Environmental Board of Review within thirty (30) days after notice of the Director's action. A copy of the appeal must be served on the Director of the Ohio Environmental Protection Agency and the Environmental Law Division of the Office of the Attorney General within three (3) days of filing with the Board. An appeal may be filed with the Environmental Board of Review at the following address:

Environmental Board of Review  
Suite 305  
395 E. Broad Street  
Columbus, Ohio 43216

Very truly yours,



Ned E. Williams, P.E.  
Director

NEW/bs

Copy to Ashtabula County Health Department  
" " Fayette Engineering Company  
" " Northeast District Office, Water Supply

EXHIBIT (11)

(a) Upon issuance and receipt of this Certificate, construction will begin.

Phase I                      Construction will be completed within thirty (30) days.

Phase II                     Construction will be completed within ninety (90) days.

Phase III                    Construction will be completed within One Hundred Eighty (180) days.

(b) The construction for the Lake Village project will be adequately completed to serve the service area for which the Certificate of Public Convenience and Necessity is sought.

(c) The public convenience and necessity to be served by means of granting the Amended Certificate is to the prospective lot owners in Lake Village Campground and those lots immediately contiguous thereto.

AGREEMENT

This Agreement made and entered into this 1st day of April, 1977, by and between CAMPLANDS WATER COMPANY, an Ohio Corporation, organized for the purpose of operating a water works system company, and hereinafter referred to as "Camplands", and LAKE VILLAGE CLUB, INC., an Ohio Corporation not for profit, hereinafter referred to as "Association".

WITNESSETH

WHEREAS, Association is composed of the owners of parcels of real property situated in a development known and described as Lake Village Campground, a plat of which development or subdivision is marked Exhibit A attached hereto and made a part hereof as if fully set forth herein at length, and

WHEREAS, Camplands has constructed a water works system and has applied to or is about to apply to the Public Utilities Commission of Ohio for an Amended Certificate of Public Convenience and Necessity for the expansion of said water works system, and

WHEREAS, Association desires to avail itself of the water facilities hereinabove mentioned to be serviced by Camplands, and construction of which is to be completed by Camplands, and

WHEREAS, Camplands is willing to render such service upon the terms and conditions hereinafter set forth, and subject to the approval of this contract by the Public Utilities Commission of Ohio.

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

(1) Subject to the approval of the Public Utilities Commission of Ohio, Association shall pay to Camplands upon a meter

basis the following:

For the first 8750 gallons per quarter per 1000 gallons	\$2.65
All over 8750 gallons per quarter year per 1000 gallons:	\$1.25
Minimum rate (per quarter):	\$23,187.50

(2) Camplands at its expense will construct water distribution lines in accordance with plans and specifications as filed with the Environmental Protection Agency of the State of Ohio and approved by it for the purpose of servicing Association and/or its members.

(3) All taps and connections to the distribution lines of Camplands shall be made under the direction and supervision of an authorized employee or representative of Camplands.

(4) All service lines shall have a minimum earth cover of four feet and shall have placed thereon at the expense of Association, a stop and waste cock when, as and if required by Camplands at such location or locations as Camplands may so designate.

(5) Service lines shall be installed by Association at the expense of Association. Also, Association or its members shall keep and maintain all service lines in good working condition.

(6) It is understood herein that "service lines" comprehend 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 constructed and owned by Camplands.

(7) Camplands 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, except for its willful misconduct or negligence.

(8) There shall be no physical connection between pipelines carrying water from a separate supply and pipelines carrying water

from Camplands.

(9) If Association or its members has a boiler or boilers connected with mains of Camplands, 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 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 shall at reasonable hours be subject to inspection by duly authorized employees or representatives of Camplands. Camplands may only enter the dwelling or structure of the customer with customer's permission.

(11) Upon written request of Association, the meter supplying water to Association will be tested by Camplands. If the meter is found to be accurate within the limits specified by the Public Utilities Commission of Ohio, Association shall pay a fee of Twenty-five Dollars (\$25.00) to Camplands.

(12) If for any reason the meter shall have ceased to register or a meter reading could not be obtained, an estimate of the quantity of water consumed will be based upon an average of the previous six (6) months consumption and the condition of the service prevailing during the period in which the meter has failed to register.

(13) Camplands shall make all reasonable efforts to eliminate interruptions of service, and when such interruptions occur will endeavor to re-establish 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 advance whenever it is practicable to do so. Camplands shall not be liable for any

damages for failure to supply water.

(14) Camplands shall in no event be held responsible for claims made against it by reason of the breaking of any mains or service pipe or by reason of any other interruption of the supply of water caused by the breaking of machinery or stoppage for necessary repairs, except that caused by Camplands willful misconduct or negligence; and no person shall be entitled to damages or have any portion of a payment refunded for any interruption of service which, in the opinion of Camplands, may be deemed necessary, except that caused by Camplands willful misconduct or negligence.

(15) Service may be discontinued by Camplands for any breach by Association or its members of any provision of this contract or any amendment or supplement thereto, and especially for any of the following reasons:

- (a) For allowing any waste, or misuse of water, on account of improper or imperfect pipes, or fixtures or openings, and any failure on the part of Association or its members to keep the same in suitable condition or repair so as to prevent the waste of water or for 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 bills for water service furnished by Camplands.
- (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 water without written permission from Camplands.

(16) This Agreement shall commence on April 1, 1977 and continue in force and effect until March 31, 1979, provided, however, that the rate for water service as fixed herein shall be subject to the review and revision of the Public Utilities Commission of Ohio in the same manner as the rates of public utilities servicing the public generally are subject to review and revision by the Public

Utilities Commission under the provisions of the laws of the State of Ohio.

(17) It is understood that Camplands shall be obligated to submit this Agreement to the Public Utilities Commission of Ohio in connection with its Application for an Amended Certificate of Public Convenience and Necessity, and an Application in accordance with Section 4905.31, Revised Code, and it is further agreed and understood that the parties hereto shall promptly approve such amendments or modification to the Agreement as the Commission may require in connection with said Applications, provided that such amendments do not materially alter the undertakings between the parties.

(18) In the event this Agreement has not previously been terminated in accordance with its terms by reason of a non-performance by Association, and in the event Association is not in default hereunder and desires to continue to receive service for an additional term of the same duration as the original term hereof, it may do so by rendering registered United States Mail notice of election to renew not sooner than six (6) months prior to expiration of the original term, whereupon this Agreement shall continue to be in force and effect in all particulars except that the service charge shall be at a new rate agreed to by the parties, or upon failure of the same to agree, as shall be determined by the Public Utilities Commission of Ohio.

IN WITNESS WHEREOF, the parties have hereto set their hands

the day and year first above written.

In the presence of:

Forman J. Green  
Martha M. Hanks

Forman J. Green  
Martha M. Hanks

CAMPLANDS WATER COMPANY

By: Robert C. Pemberton

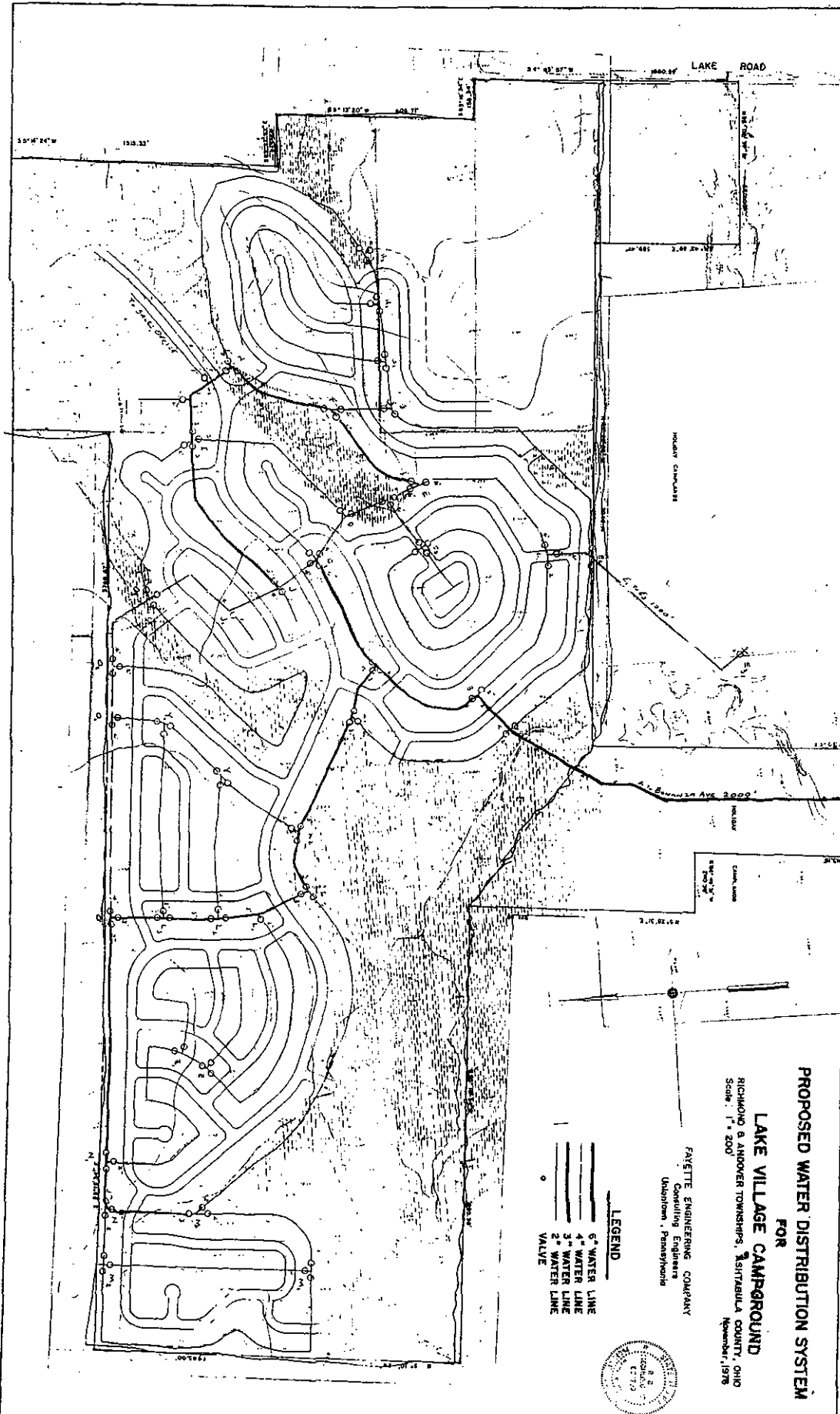
Title: President Date: \_\_\_\_\_

LAKE VILLAGE CLUB, INC.

By: Kathryn J. Pazio

Title: President Date: \_\_\_\_\_





PROPOSED WATER DISTRIBUTION SYSTEM

FOR

LAKE VILLAGE CAMPGROUND

RICHMOND & ANDOVER TOWNSHIPS, LAKE COUNTY, OHIO

Scale: 1" = 200'

November, 1978

FACETTE ENGINEERING COMPANY  
Consulting Engineers  
Uniontown, Pennsylvania

LEGEND

- 6" WATER LINE
- 4" WATER LINE
- 2" WATER LINE
- VALVE

