

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Island)
Waterworks, LLC for a Certificate of Public)
Convenience and Necessity)

Case No. 17-201-WS-ACE

JOINT STIPULATION AND RECOMMENDATION

I. INTRODUCTION

Rule 4901-1-30, Ohio Administrative Code (“O.A.C.”), provides that any two or more parties to a proceeding may enter into a written stipulation concerning the issues presented in such proceeding. The purpose of this document is to set forth the understanding and agreement of the parties¹ who have signed below and to jointly present to the Public Utilities Commission of Ohio (“Commission”) this Joint Stipulation and Recommendation (“Stipulation”) to resolve all issues raised in this proceeding. The parties to the Stipulation include Island Waterworks, LLC (“Island Waterworks”) and the Staff of the Commission (collectively, “Signatory Parties”). There are no other parties to the proceeding.

This Stipulation is a product of lengthy, serious, arm’s-length bargaining among the Signatory Parties, all of whom are capable, knowledgeable parties. All parties were invited to discuss and negotiate this Stipulation and it was openly negotiated among those parties. This Stipulation is supported by adequate data and information provided herewith. As a package, the Stipulation benefits customers and the public interest, represents a just and reasonable resolution of all issues in this proceeding, violates no regulatory principle or

¹ Pursuant to Rule 4901-1-10 (C), O.A.C., the Staff of the Public Utilities Commission of Ohio is considered a party for the purpose of entering into a stipulation under Rule 4901-1-30, O.A.C.

practice, and complies with and promotes the policies and requirements of Title 49 of the Ohio Revised Code. This Stipulation represents an accommodation of the diverse interests represented by all of the parties to the proceeding and, though not binding, is entitled to careful consideration by the Commission. For purposes of resolving the issues raised by these proceedings, the Signatory Parties agree to fully support adoption of the Stipulation without modification in this proceeding and stipulate, agree, and recommend as set forth below.

This Stipulation is submitted for purposes of this case only and should not be understood to necessarily reflect the positions which the parties would have taken if all the issues in the proceeding would have been litigated. Like most stipulations reviewed by the Commission, the willingness of the Signatory Parties to jointly sponsor this document is predicated on the reasonableness of the Stipulation taken as a whole.

The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. This Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification. Each party has a right in its sole discretion to determine whether the Commission's approval of this Stipulation constitutes a "material modification" thereof. Should the Commission reject or materially modify all or any part of this Stipulation, the Signatory Parties shall have the right, within thirty (30) days of issuance of the Commission's order, to file an application for rehearing or to terminate and withdraw from the Stipulation by filing a notice with the Commission in this proceeding, including service to all the Signatory Parties. The Signatory Parties agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original unmodified Stipulation. Upon the Commission's issuance of any entry on rehearing that does not adopt the Stipulation without material modification, any party may terminate and withdraw

from the Stipulation by filing a notice with the Commission within thirty (30) days of the Commission's entry on rehearing. Upon notice of termination or withdrawal by any party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, this proceeding shall go forward at the procedural point at which this Stipulation was filed, and the parties will be afforded the opportunity to present evidence through witnesses, cross-examine all witnesses, present rebuttal testimony, and brief all issues which shall be decided based upon the record as if this Stipulation had never been executed.

Except for enforcement purposes, neither this Stipulation nor the information and data contained herein, nor the Commission Order approving the Stipulation shall be cited as precedent in any future proceedings for or against any Signatory Party, or the Commission itself.

II. JOINT RECOMMENDATIONS OF SIGNATORY PARTIES

In order to resolve all of the issues in this proceeding, the Signatory Parties recommend that the Commission adopt without modification the terms and conditions of the Stipulation as set forth below:

A. The Parties agree that the schedule attached hereto as Appendix A, being a revised A-1 schedule to the Staff Comments filed on December 19, 2017 in the above-captioned proceeding, contain the appropriate information to determine the gross revenue which Island Waterworks should have the opportunity to collect as a result of this proceeding.

1. The Signatory Parties agree that Staff should include in Account No. 301 (Organization) an amount equal to \$8,726 for a portion of the legal fees incurred from 1997 to 2002 as those legal fees were incurred for purposes of constructing and operating Island Waterworks' water and sewer systems. Half of the total expense would be recognized for the water system and half would

be recognized for the sewer system.

2. The total revenue requirement authorized reflects 9.3% as a reasonable rate of return on rate base given the uniqueness and size of Island Waterworks. The rate of return recognizes the added risks and costs associated with operating small water and sewer systems on an island that is only accessible by ferry or airplane.
3. The Signatory Parties agree that the Chief Executive Officer of Island Waterworks, a small regulated public utility, should be compensated fairly for the performance of his executive duties as well as that of a General Manager and should be compensated in the amount of \$25,000 annually for both operating systems.

B. The Signatory Parties agree that the revenue requirement shall be allocated to its customers in the following percentages:

1. Non-Residential Facility:
 - a. Island Productions will be allocated 40.81 percent.
 - b. Hazards Adventures Restaurant will be allocated 9.41 percent.
2. The Residential Facility:
 - a. Condominium Association will be allocated 49.78 percent.

C. The Signatory Parties agree that Island Waterworks' will bill its customers for water and sewer services on a monthly basis throughout the applicable season as follows:

1. Non-Residential Facility:
 - a. Island Productions will be billed for seven months annually from April through October at \$10,453.24 monthly rate.

- b. Hazards Adventures Restaurant will be billed for five months annually from May through September at \$3,374.44 monthly rate.

2. The Residential Facility:

- a. Condominium Association will be billed for eight months annually from April through November at \$11,157.01 monthly rate.

D. The Signatory Parties agree that the late payment charge in the amount of 1.5 percent as proposed in the Application should be adopted.

E. The Signatory Parties agree that a reconnection charge of \$50.00 should apply to reconnections if they are performed during normal business hours and that Island Waterworks is authorized to charge a reconnection charge that is based upon the out-of-pocket expenses of the Company if reconnection services are performed after normal business hours.

F. The Signatory Parties agree that Island Waterworks' water and sewer systems are seasonal water and sewer systems and that both systems will operate and provide service on a seasonal basis. For the Residential Facility (Condominium Association), Island Waterworks will maintain water and sewer services from approximately April 1st through approximately November 30th of each year. For the Non-Residential Facility (Island Productions), Island Waterworks will maintain water and sewer services from approximately April 1st through October 31st of each year. For the Non-Residential Facility (Hazards Adventures), Island Waterworks will maintain water and sewer service from May 1st until September 1st of each year.

These dates will vary from year to year. Consequently, April 1st is only an approximate start date; service may not be available until later in April. Similarly, November 30th is only an approximate end date; services may not be available through the end of November. The Company will commence service as soon as practicable, but seasonal commencement of water and sewer

services is contingent upon (1) the ferry to Middle Bass Island being operational and (2) OEPA approving system operations.

G. Given the uniqueness of Island Waterworks' water and sewer systems and that Island Waterworks' is only providing services for the Residential Facility (Condominium Association) from approximately April 1st through approximately November 30th (depending on the first and last ferry service provided to the island for the season) and approximately April 1st through October 31st for all other customers, the Signatory Parties agree to recommend to the Commission approval of a waiver of Rules 4901:1-15-20(A) and (C)(5), O.A.C., for Island Waterworks.

H. The Signatory Parties agree that the terms and conditions of water and sewer services set out in the tariffs as P.U.C.O. No. 1 and attached hereto as Appendix B are reasonable and should be approved. The effective date shall be upon approval of the Application and Stipulation and the filing of final tariffs in compliance with the orders of the Commission.

I. Unless otherwise specifically provided for in this Stipulation or the attached tariffs (Appendix B), all rates, terms, conditions, and any other items shall be treated in accordance with the Staff's Comments.

J. The Signatory Parties agree that the following exhibits should be admitted into the record:

- Joint Exhibit 1: Joint Stipulation and Recommendation
- Company Exhibit 1: The Company's Application (the application and supporting schedules) filed in this proceeding on January 20, 2017, as well as supplemental filings from the following dates: (1) February 17, 2017 (submitting an inadvertently omitted page); and (2) April 6, 2017 (submitting a metes and bounds legal description of the service area with a corresponding map from the recorded property, as well as an additional, more detailed map depicting Island Waterworks' service territory).
- Company Exhibit 2: The Company's Proof of Publication of its Application

filed in this proceeding on July 12, 2017.

- Staff Exhibit 1: Staff Comments filed December 19, 2017.

K. The Signatory Parties agree that no party is prohibited from filing and presenting testimony in support of this Stipulation.

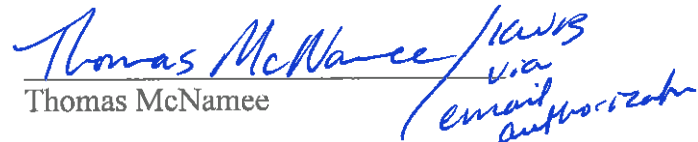
L. The Signatory Parties agree that notice of Island Waterworks' Application for a certificate of public convenience and necessity to provide water and sewage services has been properly published and all the procedural requirements necessary to permit the Commission to grant the application agreed to herein have been satisfied.

M. The Signatory Parties recommend that the Commission timely approve this Stipulation in order for the rates and charges contained on the tariffs attached hereto as Appendix B to become effective for all bills rendered on and after April 1, 2018.

IN WITNESS WHEREOF, this Stipulation and Recommendation has been signed by the authorized agents of the undersigned Signatory Parties as of this 9th day of March 2018.


Kimberly W. Bojko

On Behalf of Island Waterworks, LLC


Thomas McNamee

**On Behalf of the Staff of the Public
Utilities Commission of Ohio**

CERTIFICATE OF SERVICE

In accordance with Rule 4901-1-05 of the Ohio Administrative Code, the PUCO's e-filing system will electronically serve notice of the filing of this document upon the following parties. In addition, I hereby certify that a service copy of the foregoing *Joint Stipulation and Recommendation* was sent by, or on behalf of, the undersigned counsel for Island Waterworks to the parties of record listed below on March 9, 2018, via electronic transmission.



Kimberly W. Bojko

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Island Waterworks, LLC
Case No. 17-201-WS-ACE
Overall Financial Summary
For the Twelve Months Ended December 31, 2016

SCHEDULE A-1

Line No.	Description	Water			Wastewater		
		Lower Bound	Upper Bound	Stipulated ROR of 9.3%	Lower Bound	Upper Bound	Stipulated ROR of 9.3%
1	Rate Base (a)	\$ 155,704	\$ 155,704	\$ 155,704	\$ 316,329	\$ 316,329	\$ 316,329
2							
3	Current Operating Income (b)	(45,007)	(45,007)	(45,007)	(41,182)	(41,182)	(41,182)
4							
5	Earned Rate of Return (3) / (1)	-28.91%	-28.91%	-28.91%	-13.02%	-13.02%	-13.02%
6							
7	Rate of Return Recommended (c)	8.60%	9.60%	9.30%	8.60%	9.60%	9.30%
8							
9	Required Operating Income (1) x (7)	13,391	14,948	14,480	27,204	30,368	29,419
10							
11	Operate Income Deficiency (9) - (3)	58,398	59,955	59,487	68,386	71,550	70,601
12							
13	Gross Revenue Conversion Factor (d)	1.09235	1.09606	1.09497	1.12357	1.12850	1.12707
14							
15	Revenue Deficiency (11) x (13)	63,791	65,714	65,136	76,836	80,744	79,572
16							
17	Revenue Increase Recommended	63,791	65,714	65,136	76,836	80,744	79,572
18							
19	Adjusted Operating Revenue (b)	18,207	18,207	18,207	16,386	16,386	16,386
20							
21	Revenue Requirements (17) + (19)	\$ 81,998	\$ 83,921	\$ 83,343	\$ 93,222	\$ 97,130	\$ 95,958
22							
23	Increase Over Current Revenue (17) / (19)	350.37%	360.93%	357.75%	468.91%	492.76%	485.61%

- (a) Staff's Schedule B-1
(b) Staff's Schedule C-2
(c) Refer to Rate of Return Section
(d) Staff's Schedule A-1.1

Island Waterworks, LLC

Rates, Rules, and Regulations
Governing Water and Sewer Service

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

89-7053-WS-TRF

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

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

Subject Index

<u>Subject</u>	<u>Section</u>	<u>Sheet</u>	<u>Effective Date</u>
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Explanation of Terms	2	1	XXX YY, 2017
Main Extensions	3.3	1	XXX YY, 2017
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Ownership and Maintenance	3.1	1	XXX YY, 2017
Prohibited Connections	3.1	2	XXX YY, 2017
Rates and Charges	3	1	XXX YY, 2017
Reconnection of Service	3.1	5	XXX YY, 2017
Sample Bill	Appendix B		XXX YY, 2017
Seasonal Service	3.1	6	XXX YY, 2017
Service Lines	3.2	1	XXX YY, 2017
Special Contracts	3.1	7	XXX YY, 2017
Summary of Customer Rights and Obligations	Appendix A		XXX YY, 2017

Issued: XX/XX/XXXX

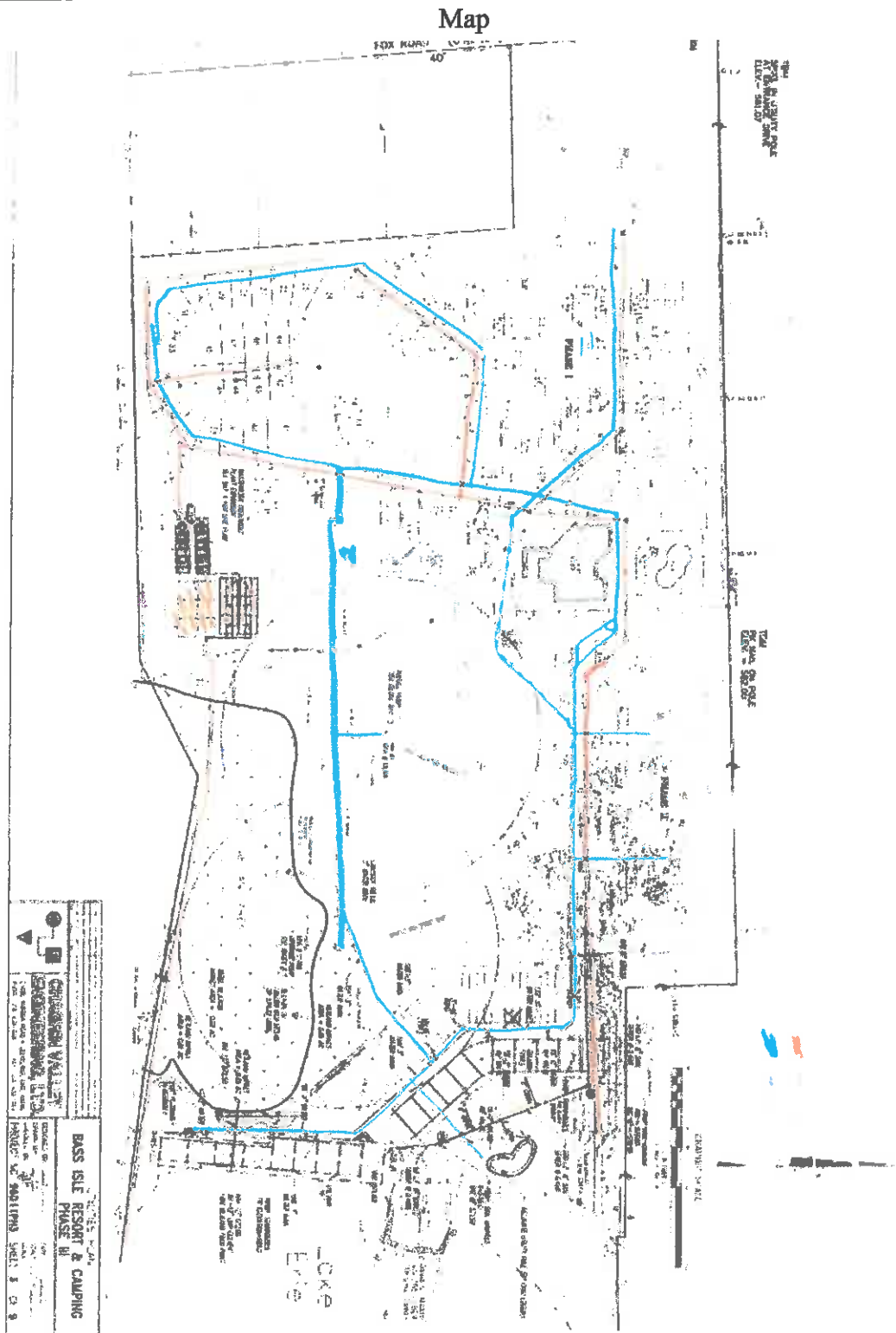
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P.U.C.O. TARIFF NO. 1



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

EXPLANATION OF TERMS

COLLECTION MAIN – A pipe, owned by the Company that transports wastewater from the service lines of a wastewater customer.

COMMISSION – The Public Utilities Commission of Ohio (P.U.C.O.).

COMPANY – Island Waterworks, LLC.

COMPANY SERVICE LINE – That portion of the service line between the Company's Distribution or Collection Main up to and including the curb stop, water outlet connection or sewer inlet connection at or near the property line, right-of-way, or easement line, maintained at the Cost of the Company.

CONSUMER COMPLAINT – A Customer/consumer contact when such contact necessitates follow-up by or with the Company to resolve a point of contention.

COST – The expenditure by the Company for labor, materials, engineering, supervision, motor vehicles and tools and any other expenditures incidental thereto to the extent that any or all of such items are directly assignable to the particular situation involved, except when modified by the word "estimated," in which case it shall be the estimated expenditure for such item.

CUSTOMER – Any person who enters into an agreement with the Company to receive water and/or sewage disposal service.

CUSTOMER SERVICE LINE – The portion of the service line from the Company's Service Line to the structure or Premises which is supplied, installed, and maintained at the cost of the Customer.

DISTRIBUTION MAIN – A pipe that transports or distributes water from the supply system to the service lines of a water Customer.

DOMESTIC SERVICE – For use of water or discharge of sewage for domestic purposes into the Company's sewer system.

DOMESTIC SEWAGE – Sewage excluding storm, surface, and ground water, resulting from normal household activities only, including, but not limited to, waste from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, garbage disposals, laundries and sinks.

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Effective: XX/XX/XXXX

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FOUNDATION DRAIN – A pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

NON-DOMESTIC SEWAGE – All sewage other than Domestic Sewage, including, but not limited to, commercial or industrial wastes.

OUTAGE – Any interruption of a Company system, other than a Customer Service Line, which causes the cessation of water service.

PREMISES – Means the physical property to be served. Each of the following, together with the lot or parcel of land upon which it is located, or such portion of such land as is used or held for use by the following Customers shall constitute a premises:

- (1) Residential Facility:
 - Condominium Association
- (2) Non-Residential Facilities:
 - Island Productions
 - Hazards Adventures

SERVICE CONNECTION – The connection of a Company Service Line with the Customer's Service Line at or near the property line, which connection enables the Customer to receive service.

SEWER – A pipe for carrying domestic and/or non-domestic sewage.

TAP-IN – Means the connecting of a Company Service Line to the Distribution or Collection Main.

TRUNK MAIN – A pipe or line which connects the Company Service Line to the plant facilities.

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RATES AND CHARGES

Seasonal Service

For the Residential Facility (Condominium Association), the Company will maintain water and sewer services from approximately April 1st through approximately November 30th of each year. For the Non-Residential Facility (Island Productions), the Company will maintain water and sewer services from approximately April 1st through October 31st of each year. For the Non-Residential Facility (Hazards Adventures), the Company will maintain water and sewer service from May 1st until September 1st of each year.

These dates will vary from year to year. Consequently, April 1st is only an approximate start date; service may not be available until later in April. Similarly, November 30th is only an approximate end date; services may not be available through the end of November. The Company will commence service as soon as practicable, but seasonal commencement of water and sewer services is contingent upon (1) the ferry to Middle Bass Island being operational and (2) OEPA approving system operations.

A Customer may request to receive service beyond the seasonal service period under a Special Contract arrangement, which shall be agreed upon by the customer and the Company and shall be approved by the Public Utilities Commission of Ohio prior to the Special Contract being binding or effective.

Monthly Charges

During the applicable season, the following monthly rates will be charged to the Customers for water and sewer services during the applicable season. All payments are due fourteen days after the billing date.

Residential Facility (Condominium Association)

Water	\$ 5,186.02/ month	Sewer	\$ 5,970.99/ month
	for the months of April – Nov.		for the months of April – Nov.

Non-Residential Facility (Island Productions)

Water	\$ 4,858.89/ month	Sewer	\$ 5,594.35/ month
	for the months of April – Oct.		for the months of April – Oct.

Non-Residential Facility (Hazards Adventures)

Water	\$ 1,568.52/ month	Sewer	\$ 1,805.92/ month
	for the months of May – Sept.		for the months of May – Sept.

Rates are calculated using 30 days per month and will not be prorated based upon days of actual service.

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Miscellaneous Charges

Late Payment Charge

All payments received fifteen (15) days or more after the billing date are considered late and subject to a late payment charge. The late payment charge will equal one and a half percent (1.5%) of the bill amount. The late payment charge will be based on current late charges only. The late payment charge shall not be compounded on future delinquencies.

Reconnection Charge

If service has been disconnected for any reason, the Customer will be charged \$50.00 for any reconnection that takes place during normal business hours of 8:00 A.M. through 5:00 P.M. on all weekdays, except holidays.

The Company may require that the Customer sign an agreement to pay the Company's out-of-pocket expenses for reconnection of service if it occurs after normal Company business hours. This fee shall be collected at the time reconnection of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

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GENERAL REGULATIONS GOVERNING SERVICE

COMPLIANCE WITH THE OHIO ADMINISTRATIVE CODE (O.A.C.)

Nothing within the Company's tariff shall take precedence over the rules set forth in O.A.C. 4901:1-15-15, unless otherwise specifically ordered by the Commission pursuant to O.A.C. 4901:1-15-02.

OWNERSHIP AND MAINTENANCE

The Collection Mains, Distribution Mains, including curb stops, valves, and any metering, Company Service Lines, or other appliances under the control of the Company, are the property of the Company, and the Company reserves the right to repair, replace and maintain them, as well as to remove them upon discontinuance of service. The Company does not own and is not responsible for the installation and maintenance of Customer service lines.

BILLING

The Company bills its Customers on a monthly basis during the applicable season. Bills will be sent to the Premises served unless the Customer notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fourteen (14) days from the billing date as shown on the bill. All bills shall be mailed no later than the billing date. Bills not paid within fourteen (14) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the Customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in this tariff and the Public Utility Commission of Ohio's rules. Failure to receive a bill does not relieve the Customer from responsibility for payment.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service; however, a requesting entity may request new service by contacting the Company.

The requesting entity will be responsible for the Cost incurred by the Company for any new service that it requests. The Company may charge the actual reasonable Cost of labor and materials, including any meter that may be required and to subsequently remove the service, minus the salvage value of materials, if any.

For all residential customers, the Company requires deposits in accordance with the Establishment of Credit rules in O.A.C. 4901:1-17. For all non-residential customers, the Company will require deposits and apply the same rules for deposits as those identified for residential customers in O.A.C. 4901:1-17.

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PROHIBITED CONNECTIONS

The Company will not permit Distribution Mains or Customer Service Lines carrying its water supply to be connected on any Premises to any piping which is connected to any other source of water supply without receiving prior permission from the Company. Distribution Mains or Customer Services Lines may not be connected in any way to any piping, tank, vat, or other apparatus which contains liquids, chemicals, or other matter which may flow back into the Company's mains.

The Company will not permit Collection Mains or Customer Service Lines to be connected on any Premises with any piping which is connected with any source of Non-Domestic Sewage without receiving prior permission from the Company.

DISCONNECTION PROCEDURES

(A) Service may not be refused or disconnected to any Customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in this tariff and the Public Utility Commission of Ohio's rules. Service shall not be disconnected to any Customer unless the disconnection conditions in this tariff may be specifically applied to that Customer.

(B) Service may be refused or disconnected to any Customer or refused to any applicant for service as stated in this paragraph. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

(1) No notice is required in any of the following instances:

- (a) For tampering with any Main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.
- (b) For connecting the service line, or any pipe directly or indirectly connected to it, with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
- (c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

(2) The Customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

- (a) For the use of water for any purpose or for the discharge of any type of sewage other

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than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.

(b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the Customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the Premises in a conspicuous manner.

(3) The Customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:

(a) For nonpayment of any tarified charges when due or within any additional period for payment permitted by the Company, or for not making a deposit when required. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.

(b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) above.

(c) For misrepresentation to the Company as to any material fact.

(d) For violation of or failure to comply with federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

(C) Service may not be refused or disconnected to any Customer or refused to any applicant for service for any of the following reasons:

(1) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer continues to reside at the Premises.

(2) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.

(3) Failure to pay any charge not specified in the Company's tariff.

(D) In accordance with the medical certification requirements of O.A.C. 4901:1-15-27, the Company shall not disconnect residential service for nonpayment for either of the following situations:

(1) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent seasonal resident of the premises;

(2) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.

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- (E) The medical condition or the need for medical or life-supporting equipment shall be certified to the Company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse mid-wife, or local board of health physician.

The Company shall act in accordance with the Medical Requirements set forth in Paragraph (H) of this section.

- (F) The Company (after complying with the conditions set forth in this tariff) may disconnect service during its normal business hours as stated in this tariff; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.

- (G) On the day of disconnection of service, the Company shall provide the Customer with personal notice. If the Customer is not available, the Company shall attach written notice to the Customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the Premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:

- (1) Accept payment in lieu of termination.
- (2) Dispatch an employee to the Premises to accept payment.
- (3) Make available to the Customer a means to avoid disconnection.

- (H) Medical Requirements. The Company shall act in accordance with the following medical requirements:

- (1) Upon request of any residential consumer, the Company shall provide a medical certification form to the customer or to any health care professionals identified in paragraph (C)(5) of this rule. The Company shall use the medical certification form posted on the Commission's website.
- (2) The certification of the medical condition required by paragraph (C)(5) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent seasonal resident of the premises in question; the name, business address, and telephone number of the certifying party; and a signed statement by the certifying party that the disconnection of service will be especially dangerous to the health of the permanent seasonal resident of the premises.
- (3) Initial certification by the certifying party may be by telephone if written certification is forwarded to the company within seven calendar days.
- (4) Certification shall prohibit disconnection of service for thirty calendar days.

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- (5) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.
- (6) If service has been disconnected for nonpayment within twenty-one calendar days prior to the certification of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the Company shall restore service to the residence once the certifying party provides the required certification to the Company and the customer agrees to an extended payment plan.
- (7) If certification is provided to the Company prior to three-thirty p.m., the company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the company to perform reconnection are not regularly performed, the Company shall make an effort to restore service by the end of the day.
- (8) A customer may renew the certification two additional times (thirty days each) by providing additional certificates to the company. The total certification period may not exceed ninety days per household in any twelve-month period.
- (9) The Company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices.
- (10) If there is an outstanding balance for a dishonored payment on the customer's account, the Company may refuse the medical certification, so long as notice has been given to the customer.
- (I) The Company shall maintain records that clearly set forth the basis for its decision to terminate service for a fraudulent act, tampering, unauthorized reconnection, or theft of service, and the steps taken under this Rule.

RECONNECTION OF SERVICE

- (A) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular company business day (5:00 P.M.) after any of the following:
- (1) Receipt by the Company of the full amount of arrears for which service was disconnected.
- (2) The elimination of conditions that warranted disconnection of service.
- (3) Agreement by the Company and the Customer on a deferred payment plan and a payment.

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- (B) If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reconnection of service is requested the same day, the Customer must notify the Company no later than twelve thirty p.m., and the Customer must make payment in the Company's business office of any arrearages as well as the reconnection fees listed herein.
 - (2) If service has been disconnected for any reason, the Customer will be charged \$50.00 for any reconnection that takes place during normal business hours of 8:00 A.M. through 5:00 P.M. on all weekdays, except holidays.
 - (3) The Company may require that the Customer sign an agreement to pay the Company's out-of-pocket expenses for reconnection of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.
- (C) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this provision unless that bill is more than fourteen days past due.

ACCESS TO CUSTOMER'S PREMISES

- (A) No employees or agents of the Company have or will claim the right to enter into the dwelling or structure of any Customer except by permission granted by a person holding him or herself as being responsible for the dwelling or structure.
- (B) This provision shall not be construed to prevent the Company from discontinuing service to a Customer for the unreasonable denial of access to a structure required for the rendering of utility service in accordance with the Company's tariff. This provision also shall not be construed as limiting or eliminating property rights granted to the Company by easements or other estates or interests in land.
- (C) Any employee or agent of the Company seeking access to a dwelling or structure of a Customer shall voluntarily identify him or herself, provide a Company photo identification card, and state the reason for the visit. The employee or agent shall, in all cases, direct himself or herself to a person holding him or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.

SEASONAL SERVICE

The Company shall maintain water and sewer services from approximately April 1st until November 30th of each year for the Residential Facility (Condominium Association). The Company shall maintain water and sewer services from approximately April 1st until October 31st of each year for the Non-Residential Facility (Island Productions). The Company shall maintain

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water and sewer services from May 1st until September 1st of each year for the Non-Residential facility (Hazards Adventures).

These dates will vary from year to year. Consequently, April 1st is only an approximate start date; service may not be available until later in April. Similarly, November 30th is only an approximate end date; services may not be available through the end of November. The Company will commence service as soon as practicable, but seasonal commencement of water and sewer services is contingent upon (1) the ferry to Middle Bass Island being operational and (2) OEPA approving system operations.

A Customer may request to receive services beyond the seasonal service period under a Special Contract arrangement, which shall be agreed upon by the customer and the Company and shall be approved by the P.U.C.O. prior to the Special Contract being binding or effective.

COMPLAINT PROCEDURES

- (A) The Company shall accept and process both oral and written complaints.
- (B) The Company shall investigate each complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.
- (C) If the complainant is not satisfied with the Company's report(s), the Company shall promptly inform the Customer of the availability of the Commission's complaint handling procedures, including the then current address and the local or toll-free telephone number of the Commission's call center.

SPECIAL CONTRACTS

At any time, any Customer to be served by the Company can request to be served under a Special Contract arrangement. Such Special Contracts shall be mutually agreed to by both the Customer and the Company and shall be approved by the Public Utilities Commission of Ohio prior to the contract being valid or effective.

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SERVICE LINES

- (A) No Customer Service Line shall be constructed and/or connected to facilities of the Company until plans for the construction have been accepted by the Company. The Customer must provide the Company with a description of the area to be serviced, the number of people to be served at the Premises, the type of use, engineering drawings if the Company must apply to the Ohio EPA, and other relevant information that the Company requires.
- (B) No Customer Service Line may be used for more than one Premises.
- (C) The Company's acceptance of a new Customer 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 Main owned by the Company which is connected or is ready to be connected to the Company's water or sewer systems. In the event such a Main does not exist, necessary facilities may be extended under provisions of O.A.C. 4901:1-15-32 and O.A.C. 4901:1-15-33.
- (D) The Customer Service Line shall be installed in a location approved by the Company and by an approved plumber at the expense of the Customer. The materials and installation shall conform to specifications established by the Company. After such a line is installed, it is to remain uncovered until it is inspected by the Company.
- (E) All Customer Service Lines laid after the effective date of this tariff shall be laid at a depth of not less than four feet below ground level.
- (F) The Customer shall be responsible for all leaks in the Customer Service Line and shall, at his expense, maintain and keep it in good repair. When leaks or other defects in Customer Service Lines are discovered, the Company may discontinue service in accordance with O.A.C. 4901:1-15-27. Without limiting the authority of the Company as provided in the preceding sentence, the Company will give 24 hours written notice to the Customer before discontinuing such service, in order to afford him a reasonable time within which to make repairs. The Customer may request additional time which the Company may grant in appropriate circumstances.
- (G) Curb stops or valves on the Company's Service Line(s) are for the exclusive use and under the exclusive control of the Company.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

- (H) The Customer shall deposit prior to connection to the Company's water or sewer facilities a charge for connection equal to the Company's actual out-of-pocket Cost incurred in connecting the Service Connection. After connection, the Company shall compute its actual out-of-pocket Cost for the same. Any excess of the amount deposited over the actual Cost shall be returned to the Customer within 30 days or any excess of actual Cost over the amount deposited shall be paid by the Customer within 30 days.
- (I) A Customer may not put a Customer Service Line of another utility in the same trench as the water or sewer Customer Service Line unless such an installation is approved, in writing, by the Company. If joint trenching is a reasonable alternative and does not interfere with the Customer Service Line to the detriment of the Company, the Company will permit joint trenching.
- (J) It shall be the responsibility of the Customer to properly install the Customer Service Line, and inspection by the Company shall not in any way relieve the Customer of maintaining, operating, and repairing the Customer Service Line if and when required.
- (K) The connection of Foundation Drains, footing drains, roof downspouts and gutter drains directly or indirectly to the sewer system of the Company is not permitted under any circumstances. Any such connections found may be immediately disconnected. Failure to disconnect are grounds for immediate discontinuance of sewer service, without notice, by the Company.
- (L) The introduction of any surface water by the Customer shall not be permitted under any circumstances, and the continuance of such practice shall be grounds for immediate discontinuance of sewer service, without notice, by the Company.
- (M) Where Customer Service Lines are installed to basements, the Customer shall securely plug the connection to prevent the entrance of water, mud, debris, etc., into the system. The plug shall be left in place until after the building is under roof and the basement floor slab is in place and all debris cleaned out of the basement.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

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

MAIN EXTENSIONS

The Company shall extend mains and provide related facilities to serve new Customers in accordance with O.A.C. 4901:1-15-30 (Main Extensions and Related Facilities) and O.A.C. 4901:1-15-31 (subsequent connections, service connections and tap-ins), adopted by the P.U.C.O., as amended from time to time.

Issued: XX/XX/XXXX

Effective: XX/XX/XXXX

Issued by Edmund Gudenas, President, Island Waterworks, LLC
In accordance with the Public Utilities Commission of Ohio

Order Dated: XX/XX/XXXX

Case No. 17-201-WS-ACE

Appendix A

Island Waterworks, LLC SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

DEAR CUSTOMER:

As an Island Waterworks, LLC (Company) customer, you have certain rights and obligations, which are summarized below. We suggest you keep this for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with safe and dependable water and sewer services. Our business address is:

Island Waterworks, LLC
1233 Fox Road
Middle Bass, OH 43446

Our normal business hours are 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. The Company's telephone number is 419-285-6121. The Company's after hours/emergency telephone number is 216-534-4756.

CUSTOMER RIGHTS AND OBLIGATIONS

- (1) You have the right to have any inquiry or complaint handled courteously and promptly by the Company. An inquiry or complaint can be made to the Company either in writing to the above address or by calling 419-285-6121. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called the Company, or for general utility information, customers may contact the Public Utilities Commission of Ohio (Commission or P.U.C.O.) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the Commission via 7-1-1 (Ohio relay service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the Commission. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.occ.ohio.gov>.

- (2) You have the right to review the Company's rates, rules, and regulations (tariff) which is available for review at the Company offices, upon request.
- (3) You have the right to review the comprehensive set of minimum standards for waterworks companies as set forth in Chapter 4901:1-15 of the Ohio Administrative Code. This material is available from either the Company or the Commission.

(4) Bills and Payments for Service

- (A) The customer is liable for the payment of all water and sewer services supplied to its premise.

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(B) The Company bills its Customers on a monthly basis during the applicable season. Bills will be sent to the Premises served unless the Customer notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fourteen (14) days from the billing date as shown on the bill. All bills shall be mailed no later than the billing date. Bills not paid within fourteen (14) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the Customer to disconnection for nonpayment upon fourteen (14) days written notice pursuant to the Disconnection Procedures in this tariff and the Public Utility Commission of Ohio's rules. Failure to receive a bill does not relieve the Customer from responsibility for payment.

(5) The Company may discontinue all or any part of its service to a customer as stated below.

(A) Service may not be refused or disconnected to any customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in its tariff. Service shall not be disconnected to any customer unless the disconnection conditions in its tariff may be specifically applied to that customer.

(B) Service may be refused or disconnected to any customer or refused to any applicant for service as stated in this paragraph. In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

(1) No notice is required in any of the following instances:

- (a) For tampering with any Main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.
- (b) For connecting the service line, or any pipe directly or indirectly connected to it, with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
- (c) For any other violation of or failure to comply with the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

(2) The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

- (a) For the use of water for any purpose or for the discharge of any type of sewage other than for the residential facilities (Condominium Association) and/or the non-residential facilities being served by the Company.
- (b) To prevent waste or reasonably avoidable loss of water.

Appendix A

Personal delivery of the notice to the customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner.

- (3) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:
 - (a) For nonpayment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit when required. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date.
 - (b) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (B)(1) of this section.
 - (c) For misrepresentation to the Company as to any material fact.
 - (d) For violation of or failure to comply with federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- (C) Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
 - (1) Failure to pay for service furnished to a customer formerly receiving service at the premises, unless the former customer continues to reside at the premises.
 - (2) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (3) Failure to pay any charge not specified in the Company's tariff.
- (D) In accordance with the medical certification requirements of O.A.C. 4901:1-15-27, the Company shall not disconnect residential service for nonpayment for either of the following situations:
 - (1) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent seasonal resident of the premises;
 - (2) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.
- (E) The medical condition or the need for medical or life-supporting equipment shall be certified to the Company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse mid-wife, or local board of health physician.

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The Company shall act in accordance with the Medical Requirements set forth in Paragraph (H) of this section.

- (F) The Company (after complying with the conditions set forth in this tariff) may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (G) On the day of disconnection of service, the Company shall provide the customer with personal notice. If the customer is not available, the Company shall attach written notice to the customer location in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the premises may be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:
 - (1) Accept payment in lieu of termination.
 - (2) Dispatch an employee to the premises to accept payment.
 - (3) Make available to the customer a means to avoid disconnection.

The customer has the right to see proper Company photo identification whenever Company employees or agents seek access to the customer's premises, and the employee must state the reason for the visit.

- (H) Medical Requirements. The Company shall act in accordance with the following medical requirements:
 - (1) Upon request of any residential consumer, the Company shall provide a medical certification form to the customer or to any health care professionals identified in paragraph (C)(5) of this rule. The company shall use the medical certification form posted on the Commission's website.
 - (2) The certification of the medical condition required by paragraph (C)(5) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent seasonal resident of the premises in question; the name, business address, and telephone number of the certifying party; and a signed statement by the certifying party that the disconnection of service will be especially dangerous to the health of the permanent seasonal resident of the premises.
 - (3) Initial certification by the certifying party may be by telephone if written certification is forwarded to the company within seven calendar days.
 - (4) Certification shall prohibit disconnection of service for 30 calendar days.
 - (5) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the

Appendix A

certification period.

- (6) If service has been disconnected for nonpayment within 21 calendar days prior to the certification of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the company shall restore service to the residence once the certifying party provides the required certification to the Company and the customer agrees to an extended payment plan.
- (7) If certification is provided to the Company prior to 3:30 p.m., the company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the company to perform reconnection are not regularly performed, the Company shall make an effort to restore service by the end of the day.
- (8) A customer may renew the certification two additional times (30 days each) by providing additional certificates to the Company. The total certification period may not exceed 90 days per household in any 12-month period.
- (9) The Company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices.
- (10) If there is an outstanding balance for a dishonored payment on the customer's account, the Company may refuse the medical certification, so long as notice has been given to the customer.
- (I) The Company shall maintain records that clearly set forth the basis for its decision to terminate service for a fraudulent act, tampering, unauthorized reconnection, or theft of service, and the steps taken under this rule.

APPLICATIONS FOR NEW SERVICE AND DEPOSITS

The Company does not require a written application for new service; however, a requesting entity may request new service by contacting the Company.

The requesting entity will be responsible for the Cost incurred by the Company for any new service that it requests. The Company may charge the actual reasonable Cost of labor and materials, including any meter that may be required and to subsequently remove the service, minus the salvage value of materials, if any.

For all residential customers, the Company requires deposits in accordance with the Establishment of Credit rules in O.A.C. 4901:1-17. For all non-residential customers, the Company will require deposits and apply the same rules for deposits as those identified for residential customers in O.A.C. 4901:1-17.

Middle Bass, OH 43446

APPENDIX B – SAMPLE CUSTOMER BILL (Reverse Side)

Island Waterworks, LLC
1233 Fox Road
Middle Bass, OH 43446
(419) 285-6121

Important Customer Information

Payment can be made at Island Waterworks, LLC's (Company) address listed above, during normal business hours. Island Waterworks, LLC's normal business hours are 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. For emergencies after normal business hours, please call 216-534-4756.

The applicable rate schedule by which these charges have been imposed is available upon request. The request can be made in writing, directed to Island Waterworks, LLC's address, as listed above.

Amounts after payment due date include a 1.5% late payment charge. Failure to receive a bill does relieve the customer of late payment charges.

Pursuant to Rule 4901:1-15-27, Ohio Administrative Code, the Company may initiate disconnection procedures for nonpayment of water and sewer services.

If your complaint is not resolved after you have called the Company, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (P.U.C.O.) for assistance at 1-800-686-7826 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 A.M. to 5:00 P.M. weekdays or at <http://www.occ.ohio.gov>.

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Commission of Ohio Docketing Information System on

3/9/2018 4:44:40 PM

in

Case No(s). 17-0201-WS-ACE

Summary: Stipulation Joint Stipulation and Recommendation 17-0201-WS-ACE electronically filed by Ms. Cheryl A Smith on behalf of Island Waterworks, LLC