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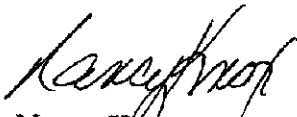
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

89-7022-WW-TRF

RE: Mohawk Utilities, Inc.
Case No. 07-0981-WW-AIR

Please find enclosed four copies of the tariff sheets consistent with the Finding and Order in Case No. 07-0981-WW-AIR. Please forward all copies to the necessary departments.

Thank You,



Nancy Knox
Mohawk Utilities, Inc.

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MOHAWK UTILITIES, INC.
WATER TARIFF

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Mohawk Utilities, Inc.
Jon D. Robertson, President
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Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water Tariff

Rates and Charges For Service

1. Domestic Service: all classifications of service will be billed monthly in arrears

	Monthly
(a) Residential (User):	
(1) 0-500 gallons	\$11.81 flat charge
(2) Over 500 gallons	\$ 5.00 customer charge
(3) 1-4,000 gallons	.948 per 100 gallons
(4) Over 4,000 gallons	.884 per 100 gallons
(b) Yard Hydrant	\$13.28
(c) Availability	\$11.81
(d) Irregular Customer	
To be agreed upon between the Company and customer at the time of contract and that a copy of the contract must be filed with and approved by the Public Utilities Commission of Ohio to be valid.	
(e) Purchased water charge: the monthly cost of bulk water purchased from Malvern at \$3.25 per 1000 gallons will be divided by the number of residential customers.	

2. Service other than Domestic Service.

To be agreed upon between the Company and customer at the time of contract and a copy of the contract must be filed with and approved by the Public Utilities Commission of Ohio to be valid.

3. If any bill remains unpaid for fifteen (15) days after it becomes payable, it shall be subject to a five percent (5%) additional charge. Such late payment charge will not be compounded on future delinquencies, is based on current charges only, and is not imposed during any billing period in which payments made exceed the customer's current charges
4. If customer service has been discontinued for non-payment of tariff charges, or for violation of or failure to comply with the regulations of the Company, a fee of thirty-three dollars and thirty cents (\$33.30) will be charged for reconnection during normal business hours. The fee of fifty-eight dollars and thirty cents (\$58.30) will be charge for a reconnection after normal business hours.
5. If a customer's payment for a bill is returned by the financial institution unpaid, a charge of twenty-two dollars and fifty cents (\$22.50) will be made to the customer's account.
6. Trip Charge: The Company will bill the customer \$25 per trip to the customer's premise: to collect payment(s) in lieu of disconnection of service; emergency service call(s), when the emergency is not a result of Company property or actions; meter test(s) or calibrations(s) unless such meter test is provided without charge, meter readings during non-business hours when customer can not provide access to the meter during Company's regular business hours, as specified by Rule 4901:1-15-19 (B)(3), O.A.C.

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Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water Tariff

GENERAL RULES & REGULATIONS GOVERNING SERVICE

1. When the supply of water is to be temporarily shut-off by the Company, it will give seventy-two (72) hours written notice except in the case of an emergency, to all customers to be affected by the shut-off, stating the purpose for which the shut-off 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 cautioned that in any case where a stoppage of water supply might cause damage, (for example, water used for steam boilers, etc.), the customer should arrange for adequate storage capacity.
3. In the interest of public health, and for protection to Company property, the Company will not permit customer 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; nor may any such customer service line be connected in any way to any pipe, tank, vat, or other apparatus which contains liquids, chemicals, or other matter which may flow back into the customer service lines or mains and/or which may endanger the water supply.
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 emergency repairs.
5. When an application to install a new customer service, 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 including the customer service line to which the service will be supplied are in order to receive same.
6. The Company shall have the sole right to determine the size, type and location, valves, service lines and connections necessary to give the service applied for. The Company has the privilege of inspecting any tap installed by anyone other than the Company.
7. The Company shall have operating control of all mains, service lines from main to meter, and meters whether installed by the customer or the Company.
8. using water. A separate curb stop and meter are required for each residential dwelling and POA owned building

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11. The Company will not disconnect service to a customer if the disconnection of service would endanger the health of a customer or a permanent residence of the household. The customer must verify in accordance to the certification provisions as follows:

A. The customer must have a form provided by the Company signed by a licensed physician or local board of health physician stating that a special danger exists to the health of the customer or permanent resident of the household.

B. If the customer's service has been disconnected within fourteen days prior to certification of special danger to health, service shall be restored to customer if proper certification is made;

C. The Company will honor the certification for a period of thirty days. The certification may be renewed two additional times (thirty days each) by a licensed physician or local board of health physician by providing an additional certificate to the company. The total certification period is not to exceed ninety days in any twelve-month period.

12. When the Company has discontinued customer service under its Tariff, by turning off the curb stop and this proves to be unsuccessful through no fault or action of the Company, the Company may physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.

13. Neither the Company, its employee, nor its agent have, or will claim, hereunder, any right, except by explicit permission granted on each and every occasion when entrance is sought, by the owner or occupant of the premises. Any employee or agent of the Company seeking access to the premises of a customer shall identify himself to the customer with Company photo identification which, will be wore on the outside of their clothing and shall state the reason for his visit. He shall, in all cases, direct himself to the customer or the responsible adult member of the customer's household. Entrance will not be sought or gained by force or subterfuge.

14. Customers should use the following procedure in reporting service related or billing problems: The Company will accept inquires and/or complaints whether oral or written. If the problem is of an emergency nature or otherwise requires prompt action, the customer may call the Company collect. Customers experiencing less urgent problems may, if they choose, correspond with the Company by addressing such correspondence to the Company's office. A record of all complaints, the date and the nature of the complaints, and the action taken or decision made by the Company with respect to it will be maintained. 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. 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 current address and toll-free telephone number of the Commission's Public Interest Center.

15. As a condition precedent to securing water service, all applicants therefore must agree to the terms and conditions contained in these Rules and Regulations.

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Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water Tariff

16. When a customer's meter cannot be read a for period exceeding three months for accounts read monthly after the latest prior reading, the Company may discontinue service to the customer upon giving a fourteen days written notice mailed to him of its intention to do so, unless the customer shall promptly make access to the meter possible during the Company's regular business hours, which are Monday through Friday between 8:00 AM to 4:30 PM except holidays, and notify the Company thereof. If the customer notifies the Company that he can promptly make access to the meter possible only during a time and day other than during Company's regular business hours, the Company shall make a charge for the trip. (refer to Rates and Charges Section 2 Sheet 1 paragraph 6)
17. Any property owner desiring to install a customer service line into his premises shall make application for the same to the Company through a competent plumber as his authorized agent. If the Company approves the location of a proposed customer service line and is satisfied with the plans and specifications of said installation, a permit shall be issued to their plumber to proceed with the work. All costs of such service line installation shall be borne by the property owner and water service will not be commenced until the work has been inspected and approved by the Company. The customer service line shall become the property of the owner of the premises into which said service line extends and shall at all times be maintained in proper condition by said owner. All service pipes and fixtures must be subject to inspection and approval by an authorized agent of the Company before water is turned on. No person except an authorized agent of the Company will be permitted to turn the water on or off.
18. In addition to the stop cock near the curb furnished by the Company, each customer must provide a stop and waste cock conveniently placed inside the building under the control of the occupant, to be used in case of breaking of pipes or fixtures, or for making repairs or to prevent freezing. If the pipe enters a building, a stop and waste cock must be placed just where the pipe comes through the foundation wall.
19. Customers must keep their customer line, waste cock and fixtures in order at their own expense. The customer service line pipe inside the premises must be at least four feet underground.
20. All Company service lines, curb valves and boxes are to be buried a minimum of 4 feet not to exceed 4 ½ feet in depth. The customer shall keep the curb box location at original grade and provide access to the Company for operation and maintenance of the curb valve and box. If the curb valve and box become buried deeper the 4 ½ feet depth it will be the customer's responsibility to revert back to the original grade at his/her expense.
21. Company service lines moved for the convenience of the customer will be located at the customer's expense.
22. The Company service line, whether located on public or private property, is the property of the Company, and the Company reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service. The Company is not responsible for the installation and maintenance of water lines beyond the end of its service lines.

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Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water Tariff

23. The Company will bill the customer \$25 per trip to the customer's premise: to collect payment(s) in lieu of disconnection of service; emergency service call(s), when the emergency is not a result of Company property or actions; meter test(s) or calibrations(s) unless such meter test is provided without charge, meter readings during non-business hours when customer can not provide access to the meter during Company's regular business hours , as specified by Rule 4901:1-15-19 (B)(3), O.A.C.

24. The Company shall reserve the right to at any time 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, and approved by the Public Utilities Commission of Ohio as provided by law.

25. 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".

A. Under normal conditions of water use, the pressure at the customer's service connections shall be:

1. Not less than 35 PSIG
2. Not more than 125 PSIG

B. Pressure outside the limits specified will not be considered a violation when the variations are as follows:

1. Arise from the action of the elements.
2. Are infrequent fluctuations not exceeding five minutes duration.
3. Arise from service interruptions.
4. Are temporary and from causes beyond the control of the utility

26. If a customer's payment for a bill, is returned by the financial institution unpaid, a charge will be made to the customer's account (refer to Rates and Charges, Section 2 Sheet 1 paragraph 5), provided that the customer's payment has been properly processed by the Company.

27. The Company may require a residential applicant or customer to establish creditworthiness by paying a deposit, obtaining a guarantor, or by other means as set forth in Chapter 4901:1-17 of the Ohio Administrative Code (O.A.C.). The Company may also require a residential customer to reestablish creditworthiness by paying a deposit as set forth in Chapter 4901:1-17 O.A.C., and by Rule 4901:1-15-28, O.A.C.

Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water Tariff

CONTRACTS FOR WATER SERVICE

1. The Company will provide water service application forms which, have been approved by the Public Utilities Commission of Ohio, to customers applying for a tap into the Company's mains. When a service connection is installed from the main to the lot line, the charge to the applicant will not exceed the actual out-of-pocket cost to the Company for making the connection. Upon acceptance by the Company, the application shall become a contract between the applicant, afterwards known as the customer, and the Company, obligating the customer to pay for water service and obligating 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 be required for each type of use for which the water is to be applied. Each application must be signed by the occupant of said premises to be supplied, if available, and if not, by the occupant of said premises as the duly authorized agent of said owner.
2. The subcontractor designated by the Company to perform the work may be owned partially or wholly by officers, directors or stockholders of the Company.
3. A customer may elect to have a water tap installed by an independent qualified contractor subject to the conditions in Tap Application Form II provided by the Company. All billings and collections are made between the customer and the contractor. The Company does not require a deposit or charge an inspection fee when the customer chooses an independent contractor.
4. No owner or occupant of any premises supplied water service by the Company will be allowed to supply water to any other premises; each premise must be supplied with an independent customer service line from the main, and service thereto shall be separately billed.
5. The Company shall be notified of any change of ownership and of any change of tenancy involving termination of a contract for service, such notice to contain the date such change is to become effective.
6. 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 promptly thereafter read the meter. The customer in whose name the account stands at the time such final bill is rendered shall be liable for said final bill. Upon rendering and payment of the final bill, the service contract shall be terminated.

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7. Bills rendered upon termination of the contract must be paid within 15 (fifteen) days from the date rendered.

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Mohawk Utilities, Inc. Water Tariff

BILLS AND PAYMENTS FOR SERVICE

1. Each customer is liable for the payment of all water supplied and for the availability of water services provided to his premises until he has paid his final bill for all charges of any kind due under the tariff.
2. All charges for water are due and payable as stated on the bill and become delinquent not less than fifteen (15) days after the billing date thereof. If any bill remains unpaid fifteen (15) days after it becomes payable, it shall be subject to a late payment charge (refer to Rates and Charges Section 2 Sheet 1 paragraph 3). Such late payment charge will not be compounded for future delinquencies, is based on current charges only, and is not imposed during any billing period in which payments made exceed the customer's current charges.
3. Bills for water service (except final bill on discontinuance of service) will be rendered monthly in arrears, and in the case of metered service, shall show the quantity of water used as the billing basis for the period for which the bill is rendered.
4. The Net Miscellaneous Bill shall be in the amount of the charge to irregular customers.
5. Billing date shall be no earlier than postmark on the bill.
6. 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 a bill shall not relieve the customer of the obligation to pay same when due.
7. When a customer desires water service to be discontinued, either temporarily or permanently, he shall so notify the Company to the Company's office.
8. No rebates from rates will be allowed because a customer obtains a part of his water or water service from any well, cistern or other source.
9. The bills for service shall indicate the last day on which such are payable, the name and address of the Company, and the name and telephone number for service calls.
10. The tap or water service line charge for services will be made upon application for water service by the customer.
11. If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty (30) days or on the next bill.
12. The Company shall allow up to the same period of time for which the customer was previously undercharged to pay any additional charges found proper due to inaccurate meters or incorrect bill calculation, unless the inaccuracy is caused by the customer.
13. If a meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific customer. If consumption history for the customer does not exist, the same system class average consumption shall be used.

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Location of Meters

1. The Company shall have the right to determine the location of the meter so that it is easily accessible for reading and maintenance, and protected from freezing and mechanical damage.
2. When a number of meters are grouped, every meter shall be tagged to indicate the particular customer served by it.
3. When a meter is located inside a home or other building, the Company may install a remote register or dial on the exterior of the home or other building.
4. When a meter or meter component is damaged due to customer negligence the customer will bear the expense of the repair or replacement.

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Tariff P.U.C.O. No. 3
Mohawk Utilities, Inc. Water TariffMohawk Utilities, Inc.
Tap Application Form 1APPLICATION FOR A TAP AND FOR WATER SERVICE
TO BE INSTALLED BY MOHAWK UTILITIES, INC.

Customer Name _____	Date _____
Service Address _____	Lot No. _____
Mailing Address _____	Work Order No. _____
Town, State, Zip Code _____	Tap Recorded by: _____

Type of service covered by this agreement (Please check):
☐ RESIDENTIAL ☐ COMMERCIAL ☐ YARD HYDRANT

MOHAWK UTILITIES, INC. (hereafter referred to as "Company")

Agrees to install a water service tap from the water system distribution main to your lot line. Installation cost of water tap and service line from main to property line is estimated to be _____.

Where abnormal site or soil conditions are found to exist after negotiation of an Application and Agreement for Water Service, the customer shall pay those charges resulting from the abnormal conditions which are in excess of the original customer payment. However, in no event shall the charge for making the service connection be any more than the actual, out-of-pocket cost to the Company.

The installation of the water service line from the curb valve to the customer's service outlet is the responsibility of the customer and the customer agrees to abide by the following regulations for installation of the water service line:

1. Type K COPPER pipe must be used.
2. No solder joints are allowed.
3. If a union is used, it must be of a SWEDGE type, and the union made where it can be readily excavated.
4. No unions are allowed under basement floors or paved driveways.
5. The main shut-off valve inside the house must be a #50474 Wolverine Brass Angle Meter Stop & Drain or equivalent. This valve must be installed immediately inside the basement wall with 3" of copper pipe exposed.
6. All water service lines must be buried a minimum of 4 feet not to exceed a maximum depth of 4 1/2 feet and left open for inspection by a representative of the Company.
7. A water test of 150 lbs. for 30 minutes must be made by the installer of the water service and checked by a representative of the Company.
8. If an outside stop and drain is installed in the water service line for winter drainage of water lines, it must be a packless type valve, #H15120 Mueller, #5046 Hayes or equal.
9. 24 Hour notice must be given to the Company before inspection is to be performed.
10. The customer shall remove all obstacles, grade the area where the curb box will be located within 4" of finished grade, and provide continuing access to the Company for operation and maintenance of the curb valve & box. The Company service line, curb valve and box may at no time exceed 4 1/2 feet depth.

Water Service will be provided in accordance with Company Tariffs and the "Schedule of Rates and Regulations" as filed with and approved by the Public Utilities Commission of Ohio. All materials installed by the Company will be and will remain the property of the Company.

It is agreed and understood that, if customers request for the above described work is altered after acceptance date, the agreement is null and void.

It is further understood and agreed that should circumstances, on the part of either the Company or the customer, delay rendering service beyond _____ this agreement may be renegotiated at the request of either party.

(continues on reverse side)

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Tariff P.U.C.O. No.3
Mohawk Utilities, Inc. Water TariffMOHAWK UTILITIES, INC.
TAP APPLICATION FORM 2APPLICATION AND AGREEMENT FOR WATER TAP-IN BY INDEPENDENT, LICENSED AND BONDED
CONTRACTOR AT PROPERTY OWNER'S EXPENSE AND RESPONSIBILITY

A property owner may elect to have a LICENSED and BONDED independent contractor install a water tap to the Mohawk Utilities Company (the Company) water system for their property. A property owner that elects to have his/her contractor, of his/her selection, install a tap-in is subject to the following conditions:

1. The property owner and/or the independent contractor selected by such owner shall provide all material and labor to complete the installation of a water tap and assume all responsibility for such water tap and installation for a period of one (1) year. The responsibility for such water tap and installation shall include the following:

- A) All materials used to install and maintain tap-in for one year.
- B) All labor used to install and maintain tap-in for one year.
- C) Any and all road repair caused by installation of water tap-in and maintain for one year.
- D) Any repair, and/or reinstallation and testing and associated cost that may be incurred by the Company from damage to the Company's water system resulting from a poor or negligently installed water tap.

2. Material to be used in installation of water tap-in:

- A) Tapping saddle for asbestos-cement pipe Dressler Style 193 Quick Tap or equal.
- B) Type 3/4" K copper pipe.
- C) #5045 Hayes Curb stop or equal.
- D) A curb box approved by the Company installed at the property line allowing access to curb stop.
- E) Minimum bury depth of all lines and valves, 4 feet not to exceed a maximum depth of 4 ½ feet.

3. Upon receiving a signed application by the property owner and his/her independent contractor for a tap-in, Mohawk Utilities will provide following:

- A) At the request of the property owner, 48 hours in advance of installation of water tap-in, Company personnel will indicate the tap-in location.
- B) Inspect and approve the water tap-in upon completion.
- C) One year from date of installation Mohawk Utilities will assume all responsibility for water tap-in after final inspection and approval by Mohawk Utilities and property owner.

4. The installation of the water service line from the curb valve to the customers service outlet is responsibility of the customer and the customer agrees to abide by the following regulations for installation of the water service line:

- A) Type K copper pipe must be used.
- B) No solder joints are allowed.
- C) If a union is used, it must be of a SWEDGE type, and the union made where it can be readily excavated.
- D) No unions are allowed under basement floors or paved driveways.
- E) The main shut-off valve inside the house must be a #50474 Wolverine Angle Brass Meter Stop & Drain equivalent. This valve must be installed immediately inside the basement wall with 3" copper pipe exposed.
- F) All water service lines must be buried a minimum of 4 feet not to exceed a maximum depth of 4 ½ feet and left open for inspection by a representative of the Company.

(continued on reverse side)

Issued: 08/29/08

Effective: 09/01/08

Issued by
Mohawk Utilities, Inc.
Jon D. Robertson, President
Date Journalized 08/27/08
Filed under authority of Case No. 07-0981-W-AIR
of the Public Utilities Commission of Ohio

Tariff P.O.C.O. No. 3
Mohawk Utilities, Inc. Water TariffMOHAWK UTILITIES, INC.
Tap Application Form 2

- G) A water test of 150 lbs. for 30 minutes must be made by the installer of the water service and checked by a representative of the Company.
- H) If an outside stop and drain is installed in the water service line for winter drainage of water lines, it must be a packless type valve, #H15120 Muller, #5046 Hayes or equal.
- I) 24 hour notice must be given to the Company before inspection is to be performed.
- J) The customer shall remove all obstacles, grade the area where the curb box will be located within 4" of finished grade, and provide continuing access to the Company for the operation and maintenance of the curb valve and box. The Company service line, curb valve and box may at no time exceed 4½ feet depth.
5. Water service will be provided in accordance with Company Tariffs and the "Schedule of Rates, Rules and Regulations" as filed with and approved by the Public Utilities Commission of Ohio. All materials installed by the Company will be and will remain the property of the Company.

6. By signing and returning this Agreement, customer agrees to accept the above described terms and conditions AND SHALL IN NO CASE DEEMED TO CONSTITUTE A WAIVER BY THE CUSTOMER OF ANY RIGHTS OR PRIVILEGES GRANTED OR GUARANTEED TO HIM/HER BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

I _____ owner of Lot No. _____
(property owner)
at Lake Mohawk wish to have a water tap-in installed by an independent qualified contractor subject to the above conditions.

DATE _____ SIGNED _____
MAILING ADDRESS _____
TELEPHONE NUMBER _____

I have read and understand the above application. I am a licensed and bonded contractor and I agree to be responsible as set out in Paragraph Number 1. Above for the water tap I've installed for the above signed property owner.

DATE _____ SIGNATURE _____
COMPANY _____
ADDRESS _____
TELEPHONE NO. _____
BOND COMPANY _____
BOND NUMBER _____

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NOTIFICATION OF CUSTOMER RIGHTS

DEAR CUSTOMER:

As a Mohawk Utilities, Inc. customer, you have certain rights and obligations, which are summarized below. Please keep this document for future reference.

1. Mohawk Utilities, Inc. will accept and process any oral or written complaint. Oral complaints may be made by calling the Company collect at the following telephone number (330) 863-0613, or by using the Ohio toll free number 1-800-332-0613. After Company hours call (330) 863-0613. The Company will respond to any inquiry or complaint within ten (10) business days. If you remain dissatisfied after contacting the Company, you may contact the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

- (A) If your complaint is not resolved after you have called Mohawk Utilities, Inc., or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.
- (B) Residential customers may also contact the Ohio consumers' counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

2. Installation of Service:

- (A) All applications for water service must be made on forms provided by the Company. When a customer service connection is installed by the Company from the main to the lot line, the charge to the applicant will not exceed the actual out-of-pocket costs to the Company for making the connection. Upon acceptance by the Company, the application shall become a contract between the applicant, afterwards known as the customer, and the Company, obligating the customer to pay for water service. Each application must state truly and fully the uses to be required for each type of use for which the water is to be applied. Each application must be signed by the owner of said premises to be supplied, if available, and if not, by the occupant of said premises as the duly authorized agent of said owner.
- (B) The subcontractor designated by the Company to perform the work may be owned partially or wholly by officers, directors or stockholders of the Company.
- (C) You as a customer may elect to have a customer service connection installed by an independent qualified contractor subject to the conditions in Tap Application Form II provided by the Company. All billings and collections are made between customer and contractor. The Company does not require a deposit or charge an inspection fee when the customer chooses an independent contractor.
- (D) No owner or occupant of any premises supplied by the Company will be allowed to supply water to any other premises; each premise must be supplied with independent customer service lines from the main and service thereto shall be separately billed.
- (E) The Company shall be notified of any change of ownership and of any change of tenancy involving termination of a contract for service. Such notice shall contain the date such change is to become effective.
- (F) At such time as the Company is notified of a change in tenancy or ownership, requiring the filing of a new application for water service, whether such notice is given by the old customer or otherwise, the Company shall make a final billing and said final billing shall be rendered. The customer in whose name the account stands at the time of such final reading is made shall be liable for said final bill. Upon rendering and payment of the final bill, the service contract shall be terminated.

- (G) All Company water service lines, curb valves and boxes are to be buried a minimum of 4 feet not to exceed 4 1/2 feet in depth. The customer shall keep the curb box location at original grade and provide access to the Company for operation and maintenance of the curb valve and box. If the curb valve and box become buried deeper than the 4 1/2 feet depth it will be the customer's responsibility to revert back to original grade at his/her expense.

3. Bills and Payment for Service:

- (A) The Company bills monthly. Billing for water service is based on metered service, and will be billed in arrears. A customer charge will be billed monthly and is independent of any usage. The bill will also include a purchased water charge, which is the monthly cost of bulk water purchased from Malvern at \$3.25 per 1000 gallons divided by the number of residential customers.
- (B) The Company will bill the customer \$25 per trip to the customer's premise: to collect payment(s) in lieu of disconnection of service; emergency service call(s), when the emergency is not a result of Company property or actions; meter test(s) or calibrations(s) unless such meter test is provided without charge, meter readings during non-business hours when customer can not provide access to the meter during Company's regular business hours, as specified by Rule 4901:1-15-19 (B)(3), O.A.C.
- (C) Each customer is liable for the payment of all water supplied and for the availability of water service provided to his premises until he has paid his final bill for all charges of any kind.
- (D) All bills and charges due to the Company shall be paid to the Company's office or to any duly authorized agent of the Company.
- (E) 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 shall be sent to some other address specified. The failure to receive a bill shall not relieve the customer from the obligation to pay the bill when due.
- (F) All charges for water service are due and payable monthly as stated on the bill.
- (G) A customer bill becomes delinquent if not paid within fifteen (15) days after the billing date. Water service may be discontinued not less than fifteen (15) days after the Company mails a disconnection notice informing the customer of the delinquent bill.
- (H) When a customer desires water service to be discontinued, either temporarily or permanently, he shall so notify the Company at the Company's office.
- (I) No rebates from rates will be allowed because a customer obtains a part of his water or water service from any well, cistern or other source.
- (J) If any bill remains unpaid for fifteen (15) days after it becomes payable, it shall be subject to a five percent (5%) additional charge. Such late payment charge will not be compounded on future delinquencies, is based on current charges only, and is not imposed during any billing period in which payments made exceed the customer's current charges.
- (K) If a customer's payment presented in payment for a bill is returned by the financial institution unpaid, a charge of twenty-two dollars and fifty cents (\$22.50) will be made to the customer account.

4. Disconnection of Service:

- (A) The Company may, without notice, discontinue all or any part of its service to any customer for any of the following reasons:
 - (1) For tampering with any main, service line, service stops, seal, or other appliance under the control of or belonging to the Company;

- (2) 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; or
- (3) 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.
- (B) The customer will be given twenty-four (24) hours written notice is before service is disconnected when any of the following conditions exists:

- (1) For use of water upon any premises or for any purpose not stated in this application; or
- (2) 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 the notice shall be securely attached to the premises in a conspicuous manner.

- (C) The customer will be given fifteen (15) days written notice before service is disconnected when any of the following conditions exists:

- (1) For denial to the Company of reasonable access to the premises for purpose of inspection;
- (2) For misrepresentation in the application as to the premises to be supplied or as to any material facts;
- (3) For an violation of or failure to comply with, the regulations of the Company, other than stated in paragraph (1) of this section;
- (4) For any violation of federal, state, or local laws or ordinances where such violation affects the provision of the utility service by the Company; or
- (5) For non-payment of any tarified charges, or within any additional period for payment permitted by Company. Disconnection of service for non-payment may not occur prior to fifteen (15) days after the due date.

- (D) A notice of disconnection shall clearly state all of the following:

- (1) The earliest date when disconnection could occur.
- (2) The reason(s) for disconnection.
- (3) The action the customer must take in order to avoid the disconnection.
- (4) The total amount required to be paid, which shall not be greater than the past due balance.
- (5) The address and local or toll-free telephone number of the Company that the customer may contact in reference to his or her account.
- (6) The current address and toll-free telephone number of the PUCO along with statement that the PUCO staff is available to render assistance with unresolved complaints.
- (7) A statement that failure to pay the amount required by the date specified on the notice may result in an additional charge for reconnection.

- (E) If a landlord is responsible for payment of the bill, notice of disconnection of service shall be given to the consumer at least ten (10) days before disconnection could occur. In a multiunit dwelling, written notice shall be placed in a conspicuous place.

- (F) The Company shall provide disconnection of service notice to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
 - (G) The Company may disconnect service during its normal business hours as stated in its tariff; however, no disconnection for past due bills may be made after twelve thirty p.m. (12:30 p.m.) on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
 - (H) Company employees who normally perform termination of service may accept payment in full for past due bill or set up payment plan in lieu of termination.
 - (I) The Company will not disconnect service if the disconnection of service would endanger the health of a customer or permanent resident of the household. The customer must have a medical certificate form provided by the Company signed by a licensed physician or local board of health physician stating that a special danger exists to the health of the customer or permanent resident of the household.
5. Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
- (A) Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises.
 - (B) Failure to pay for a class of service different from the service provided for the account in question.
 - (C) Failure to pay any amount that, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (D) Failure to pay any charge not specified in the company's tariff.
6. 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 after any of the following:
- (A) The customer has paid all unpaid past due charges owed to the Company including a thirty-three dollars and thirty cents (\$33.30) reconnection charge if performed during normal business hours or fifty-eight dollars and thirty cents (\$58.30) if performed after normal business hours to the Company;
 - (B) The customer has entered into an agreement with the Company on a deferred payment plan, which states the past due account will be current within a ninety-day period of time, and payment must be made to have water service reconnected; or
 - (C) The customer has corrected any condition found objectionable under the regulations of the Company.
7. Company employees shall show Company employee photo identification when the employee is seeking access to your premises. The Company employee will state the reason for seeking access to your premises.
8. The Company's rates, rules and regulations (tariff) are available for review upon request at the Company's office Mohawk Utilities, Inc., 7326 Canton Road NW, Malvern, Ohio 44644, or at the office of the PUCO.
9. You have the right to examine the comprehensive set of Standards for Waterworks Companies that the PUCO has adopted. These new standards are available at the office of the PUCO or are available for your review upon request at the Company's office. The hours of the Company's office are Monday through Friday between 8:00 AM to 4:30 PM.
10. The Company may require a residential applicant or customer to establish creditworthiness by paying a deposit, obtaining a guarantor, or by other means as set forth in Chapter 4901:1-17 of the Ohio Administrative Code (O.A.C.). The Company may also require a residential customer to reestablish

creditworthiness by paying a deposit as set forth in Chapter 4901:1-17, O.A.C., and by Rule 4901:1-15-28, O.A.C.

11. Metering:

- (A) The Company shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. The Company shall physically read each customer's meter at least once per year. This reading will not be of a generator-type remote meter device.
- (B) The Company shall perform routine testing of billing meters and maintain records of individual meters. Such records shall contain numerical identification of the meter, meter size, testing conditions, test results, testing date, and name of the meter tester.
- (C) The Company shall perform either an on-site or bench meter test once every three years, without charge, if requested by the customer. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate. The customer has the right to be present during the test. The Company may test any meter at its discretion. The cost of such test shall be borne by the Company.
- (D) When a meter or meter component is damaged due to customer negligence the customer will bear the expense of the repair or replacement.

Mohawk Utilities, Inc.
P.O. Box 566
7326 Canton Road NW
Malvern, Ohio 44644
(330) 863-0613
Fax (330) 863-2257

MEDICAL CERTIFICATE

Date _____

Patient's Name _____

Patient's Address _____

Customer Telephone Number _____

This certifies that _____ has a medical condition that will endanger his/her health if water service at their residence is disconnected.

Physician's Name _____

Physician's Address _____

Physician's Telephone Number _____

Physician's Signature _____