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December 16, 2009

Renee J. Jenkins
Director of Administration
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

RECEIVED-DOCKETING DIV
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PUCO

Re: Water and Sewer LLC
Case No. 09-1842-WS-UNC
Case No. 89-7045-WS-TRF

Dear Ms. Jenkins:

Pursuant to the Commission's finding and order of December 9, 2009 in Case No. 09-1842-WS-UNC, please be advised that, effective December 15, 2009, the Cleveland Water Division commenced service to water customers formerly served by Water and Sewer LLC ("W&S") and that W&S terminated its operations as a water-works public utility.

In accordance with the finding and order, enclosed for filing are four complete, printed copies of W&S's sewer-only tariff, P.U.C.O. No. 3. One copy of the new sewer-only tariff, P.U.C.O. No. 3, should be docketed in Case No. 09-1842-WS-UNC, one copy should be included in Docket No. 89-7045-WS-TRF, and two copies should be distributed to the Rates and Tariffs, Energy and Water Division of the Commission's Utilities Department. W&S hereby withdraws and cancels its combination water and sewer tariff, P.U.C.O. No. 2.

Thank you for your attention to this matter.

Respectfully submitted,



Barth E. Royer
Attorney for Water and Sewer LLC

Enclosures

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PUCO No. 3

**RATES, RULES, AND REGULATIONS
GOVERNING SEWER SERVICE**

WATER AND SEWER LLC

89-7045-WS-TRF

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

PUCO No. 3

Section i
Original Sheet No. 1

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SECTION 1 – GENERAL PROVISIONS

1. Definitions: As used herein:
 - A. “Commission” means the Public Utilities Commission of Ohio.
 - B. “Company” means Water and Sewer LLC.
 - C. “Company service line” means that portion of the service line between the collection main, up to and including the sewer inlet connection, at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.
 - D. “Customer” means any person who enters into an agreement with the Company to receive sewage disposal service.
 - E. “Customer service line” means that portion of the service line from the Company service line to the structure or premises, supplied, installed, and maintained at the cost of the customer.
 - F. “Collection main” means a pipe that collects or transports wastewater from customer service line to the Company’s treatment facility.
 - G. “Service connection” means the connection of the Company’s service line with the customer’s service line at or near the property line, which connection enables the customer to receive service.
 - H. “Tap-in” means the connecting of a Company service line to a collection main.
2. Applicability. Sewer service provided by the Company is furnished subject to the terms and conditions set forth in this tariff, which has been filed with and approved by the Commission. In the case of any conflict between these terms and conditions of service and the Standards for Waterworks Companies and Sewage Disposal System Companies

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set forth in Chapter 4901:1-15 of the Ohio Administrative Code ("OAC"), as amended from time to time, the provisions of Chapter 4901:1-15, OAC, shall take precedence unless otherwise specifically ordered by the Commission. The tariff is applicable to all service furnished by the Company throughout its service area, a map of which is set forth in Section 5 of this tariff.

3. Notification of Customer Rights. Pursuant to Rule 4901:1-15-16, OAC, the Company is required to provide to new customers, at the time service is initiated, and to existing customers, upon request, a summary of their rights and obligations under Chapter 4901:1-15, OAC. The Notification of Customer Rights provided by the Company in accordance with this rule is set forth in Appendix A to this tariff.

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SECTION 2 – RATES, CHARGES, BILLING, AND PAYMENT

1. **Applicability.** The rates and charges for sewer service specified in this section are applicable to all customers of the Company, except to those customers that enter into Commission-approved special arrangements with the Company pursuant to Paragraph 7 of this section.
2. **Rates and Charges for Sewer Service.**

Bi-Monthly Customer Charge	\$ 6.79
Bi-Monthly Flat Rate	\$ 214.90
3. **Billing and Payment.** The Company bills its customers on a bi-monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen 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 days written notice pursuant to Paragraph 8 of Section 3 of this tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.
4. **Reconnection Charge.** Customers whose sewer service is disconnected pursuant to Paragraph 8 of Section 3 of this tariff shall pay a reconnection charge to have service restored equal to the actual, out-of-pocket costs the Company incurs in disconnecting and reconnecting sewer service. A statement itemizing such costs will be provided to the customer.
5. **Dishonored Payment Charge.** If a payment for any service, charge, or fee received by the Company is returned to the Company by a financial institution unpaid, a charge of \$35.00 will be assessed to cover the cost of processing the transaction, provided the transaction is properly processed by the Company. At the Company's option, the charge for

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dishonored payment may be assessed when the Company returns the dishonored payment to the customer or may be included on the customer's next billing.

6. Bill Adjustments. If a bill is found to be inaccurate, and the error is in the customer's favor, the Company, at its option, may reimburse the customer for the overpayment within thirty days or issue a credit for the overpayment on the next bill. If the error resulted in the customer being undercharged, the Company will allow the customer no less than the same period for which the customer was undercharged to pay the additional amount owed, unless the error was caused by the customer.
7. Special Arrangements. Nothing in this section prevents the Company from entering into a special arrangement with a customer pursuant to Section 4905.31, Revised Code, where circumstances warrant. As required by Section 4905.31(E), Revised Code, no such special arrangement is lawful unless it is filed with and approved by the Commission.

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SECTION 3 – SERVICE AND FACILITIES

1. Applications for Service. Applications for sewer service shall be in writing on a form prescribed by the Company and approved by the Commission. The application shall be signed by the prospective customer or the prospective customer's authorized representative. A copy of the Company's application form is set forth in Appendix B to this tariff. Based on the information provided in the application for service, the Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or deposit as a condition of initiating service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
2. Service Connection and Company Service Line Installation. Property owners applying for sewer service shall, upon submitting the application, pay a tap-in fee. In no event shall the tap-in fee exceed the Company's actual out-of-pocket cost of connecting service and, where required, of installing the Company service line. Upon receipt of the signed application and tap-in fee, the Company shall install the Company service line to the property line, where required, and complete the service connection. The service connection and the Company service line shall be the property of the Company and shall be maintained by the Company.
3. Customer Service Line Installation. Property owners desiring to install a Customer service line to their premises shall make application for same to the Company through a competent plumber as their authorized representative. If the Company approves the location of the Customer service line and is otherwise satisfied with the plans and specifications for the installation, the Company will authorize the plumber to proceed with the installation. All costs of the Customer service line shall be borne by the property owner. Service will not commence until the Company has inspected and approved the Customer service line installation, such inspection to be performed at no cost to the

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customer. The Customer service line shall be the property of the property owner, and shall be maintained in proper condition by the property owner.

4. Relocation of Service Connection. Service connections moved for the convenience of the customer will be relocated at the customer's expense under the same terms and conditions set forth in Paragraph 2 of this section.
5. Access to Customer Premises. The Company shall have the right to enter a dwelling or structure only with permission granted by a person holding himself or herself out as being responsible for the dwelling or structure; provided, however, that this paragraph shall not be construed as preventing the Company from disconnecting service for denial to the Company of reasonable access to the premises for the rendering of utility service in accordance with Rule 4901:1-15-11(B), OAC, which includes access to investigate the possible discharge of sewage of a type not stated in the application or a connection to a premises not stated in the application, nor as limiting or eliminating property rights granted to the Company pursuant to easements or other estates or interests in real property. Any employee or authorized representative of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself or herself, provide Company photo identification, and state the reason for the visit. The employee or representative shall, in all cases, direct himself or herself to the person holding himself or herself out as responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.
6. Interruptions of Service. The Company undertakes reasonable care and diligence to provide service on a continuous basis, but reserves the right, at any time and without notice, to discontinue service for the purpose of making emergency repairs. In the case of planned interruption of service, the Company shall notify affected customers at least three days in advance of the interruption if such interruption will last more than one hour. The notice shall be by delivered written notice, by publication in a newspaper of general circulation in the Company's service area, or by an obvious sign posting in the affected portion of the Company's service area. The notice shall state the date and estimated duration of the outage and the telephone number the customers may call for further information.

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7. **Prohibited Connections.** Customers shall not connect the Customer service line or any pipe connected to it to a premises not stated in the application.
8. **Disconnection of Service.** The Company may refuse service to an applicant for service or disconnect a customer only for those reasons for refusal or disconnection of service set forth in this paragraph. The following procedures govern refusals or disconnections of service. In the event a customer's service could be disconnected for more than one of the following reasons, the minimum notice provision (which includes no notice) applies.
- A. No notice is required for disconnection of service for any of the following reasons:
1. For tampering with any collection main, service line, or other appliance under the control of, or belonging to, the Company;
 2. For any other violation 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 not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
1. For the discharge of any type of sewage not stated in the application; or
 2. For the use of service upon any premises not stated in the application.

For purposes of the written notices provided for in Paragraphs 8.B.1. and 8.B.2. of this section, personal delivery of the notice to the customer's premise shall first be attempted and, if personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

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- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraph 8.A and 8.B of this section;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be refused to any applicant for service or disconnected to any customer for any of the following reasons:
1. 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;
 2. Failure to pay for a class of service different from the service provided for the account in question;
 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or

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4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service shall also be given to the consumer(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.
- F. The Company shall provide notice of disconnection of service 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; provided, however, that no disconnection for past due bills or for failure to make a required deposit may be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service will be authorized to either:
1. Accept payment in lieu of termination;
 2. Dispatch an employee to the premises to accept payment; or
 3. Otherwise make available to the customer a means to avoid disconnection.
- At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.
- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health

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physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the Company will restore service if a signed certification form is received by the Company within twenty-one days of disconnection. Certification may be renewed two additional times (thirty days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the Company, charges incurred during the certification period, and, where disconnection has already occurred, the applicable reconnection charge set forth in Paragraph 4 of Section 2 of this tariff.

9. Reconnection of Service. The Company will reconnect previously disconnected service in accordance with the following procedures.
- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge specified in Paragraph 4 of Section 2 of this tariff and any deposit required pursuant to Paragraph C of this section;
 2. The elimination of conditions that warranted disconnection of service; or
 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.

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- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment after normal business hours. If service cannot be restored until after normal business hours, the customer, in addition to paying the amount specified in Paragraph 9.A.1. of this section, shall also sign an agreement to pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.
- C. The Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or a deposit as a condition of restoring service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
- D. The current portion of the customer's bill shall not be considered in computing the full amount of arrears pursuant to Paragraph 9.A.1. of this section. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.
10. Complaints. Customer complaints, including, but not limited to, complaints regarding service or bills may be made to the Company either orally or in writing. 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. The report shall include a description of the action taken by the Company, if any, to resolve the complaint. The Company will maintain records of

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complaints in accordance with Rule 4901:1-15-14(D), OAC. If the complainant is not satisfied with the Company's report, the Company shall promptly inform the customer of the availability of the Commission's complaint handling procedures, including the current address and the toll-free telephone number of the Commission's Call Center. The Company will also investigate customer complaints referred to it by the Commission. The Company will submit a report to the Commission within ten business days after the receipt of a Commission request for information concerning a complaint(s). The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

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SECTION 4 – MAIN EXTENSIONS AND SUBSEQUENT CONNECTIONS

1. Main Extensions and Related Facilities. The Company shall extend its mains and related facilities to serve new customers in accordance with the provisions of this section. As used in this section, “main extension” means an extension of a collection main from the nearest existing adequate collection main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. As used in this section, “related facilities” means all fittings, connections, and other facilities associated with the main extension and required in accordance with reasonable utility engineering practices to provide service to a point perpendicular to the most remote structure to be served fronting the main extension.
2. Main Extension Agreements. All agreements between the Company and prospective customers concerning main extensions and/or related facilities to be funded by customer contributions in aid of construction, customer advances in aid of construction, or some combination of these methods, shall be in writing and signed by the Company and the prospective customers involved, or their duly authorized representatives. These written agreements shall embody the terms and conditions set forth in this section.
3. Ownership. All main extensions and related facilities shall become the property of the Company.
4. Specifications and Construction. The size, type, quality of material, and location of main extensions and related facilities shall be determined by the Company. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. Construction shall be performed by the Company or by contractors acceptable to the Company.
5. Cost Estimate. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by customer contributions in aid of construction, customer advances in aid of construction, or a combination of these methods, the Company shall estimate the total of the costs of the main extension, related facilities, and

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tax or tax impact in accordance with Rule 4901:1-15-30, OAC. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the prospective customer(s). The length of the main extension shall be determined by measuring from the nearest existing adequate main along a route determined in accordance with generally accepted utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the prospective customer, the Company shall bear the cost of such oversizing.

6. Method of Payment. The main extension agreement shall embody one of the following methods of payment. The selection of the method shall be at the discretion of the Company.
- A. The prospective customer requesting the main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact, if applicable. The tax impact shall be calculated by the following method:

$$\text{Tax impact} = \frac{C}{(1-R)} - C$$

C = Dollar value of taxable contribution or advance in aid of construction.

R = Decimal equivalent of applicable marginal rate of federal income tax on value of taxable contributions and advances.

The entire advance including the tax impact shall be subject to refund as provided in Paragraph 9 of this section.

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- B. The prospective customer requesting a main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the main extension and related facilities minus the tax shall be subject to refund as provided in Paragraph 9 of this section. The tax shall be calculated by the following method:

$$\text{Tax} = C \times R$$

C = Definition in Paragraph 6.A. of this section.

R = Definition in Paragraph 6.A. of this section.

7. True-Up Adjustments. Any amount by which the estimated cost of the main extension and/or related facilities determined pursuant to Paragraph 5 of this section exceeds the actual cost shall be refunded to the customer by the Company within sixty days after the completion of the extension. Any amount by which the actual cost of the main extension and/or related facilities exceeds the estimated cost paid by the customer to the Company determined pursuant to Paragraph 5 of this section shall be billed to the customer upon completion of the extension and shall be paid by the customer within sixty days after completion of construction.
8. Multiple Applicants. When more than one prospective customer is involved in the request for a main extension and/or related facilities, the amount of the advance in aid of construction shall be divided equally among the applicants, unless otherwise agreed by the applicants.
9. Refunds of Customer Advances in Aid of Construction. Refunds of advances in aid of construction made pursuant to this section shall be made in accordance with the following method. The Company shall pay each year to the customer making an advance in aid of construction, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water or sewage service to each *bona fide* customer, other than a subsequent applicant whose service line is connected to

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- the main covered by the main extension agreement, for a period of not less than fifteen years. A balance remaining at the end of the fifteen-year period shall be nonrefundable. When more than one applicant is involved, the amount refunded shall be divided among the applicants in proportion to their original advance in aid of construction. The aggregate refunds under this tariff shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced. Pursuant to Rule 4901:1-15-30(N), OAC, the Company may not transfer its certificate of public convenience and necessity unless the Company demonstrates to the Commission that the Company has agreed to satisfy all existing refund agreements or that the transferee has agreed to assume the Company's obligation under all such agreements.
10. Customer Guarantee of Acceptance of Service. The Company will not extend mains unless the prospective customer guarantees to the Company in the main extension agreement that service will be accepted within thirty days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.
 11. Temporary Service. The Company will provide temporary service, provided that the applicant for such service agrees in writing to pay in advance to the Company the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service. The charges set forth in Section 2 of this tariff also apply to temporary service.
 12. Subsequent Connections, Service Connections, and Tap-Ins. If, at any time during the term of a main extension agreement involving refundable customer advances in aid of construction pursuant to Rule 4901:1-15-30, OAC, the owner of any lot abutting the main extension who was not a party to the main extension agreement requests service (hereinafter, the "subsequent applicant"), the Company shall enter into a written agreement with the subsequent applicant governing the requested connection that embodies the terms and conditions set forth in this paragraph. Company shall collect in advance, from each such subsequent applicant, an amount equal to the total-foot frontage of the lot to receive service multiplied by the per-foot frontage charge.

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- A. The per-foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total-foot frontage of the lots capable of receiving service from the extension.
- B. In the event that the total of the amount already refunded pursuant to Paragraph 9 of this section, plus the subsequent applicant's fee calculated pursuant to Paragraph 12 of this section, exceeds the total refundable amount of the advance in aid of construction, the amount collected from the subsequent applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded pursuant to Paragraph 9 of this section.
- C. The Company shall refund money collected from subsequent applicants pursuant to Paragraph 12 of this section to the customers who are parties to the main extension agreement, or to their assignees or other successors in interest where the Company has received notice of such assignment or succession, in proportion to their respective original deposits. This refund shall be in addition to the refund provided for in Paragraph 9 of this section.
- D. Refunds of subsequent applicant fees made pursuant to this section shall be made in accordance with the following method. The Company shall pay each year to the subsequent applicant, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water or sewage service to each *bona fide* subsequent applicant whose service line is connected to main or extension lines covered by the main extension agreement. Refunds will terminate when the entire amount of the subsequent applicant's fee has been refunded or when the cumulative amount refunded pursuant to Paragraph 9 of this section tariff equals the refundable amount of the advance in aid of construction, or until fifteen years after the date of the main extension agreement, whichever is earliest. Agreements under this rule may provide that any unrefunded balance remaining at the end of the fifteen-year period shall still remain payable, in whole or in part, in such manner as is set forth in the

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Section 4
Original Sheet No. 6

agreement. Unless otherwise specifically provided in the agreement, a balance remaining at the end of the fifteen-year period shall become nonrefundable.

13. Service Connection and Tap-In Fees. In addition to the charges for main extensions or subsequent connections, the customers shall reimburse the Company for its actual, out-of-pocket cost for service connections and tap-ins as provided in Paragraph 2 of Section 3 of this tariff.

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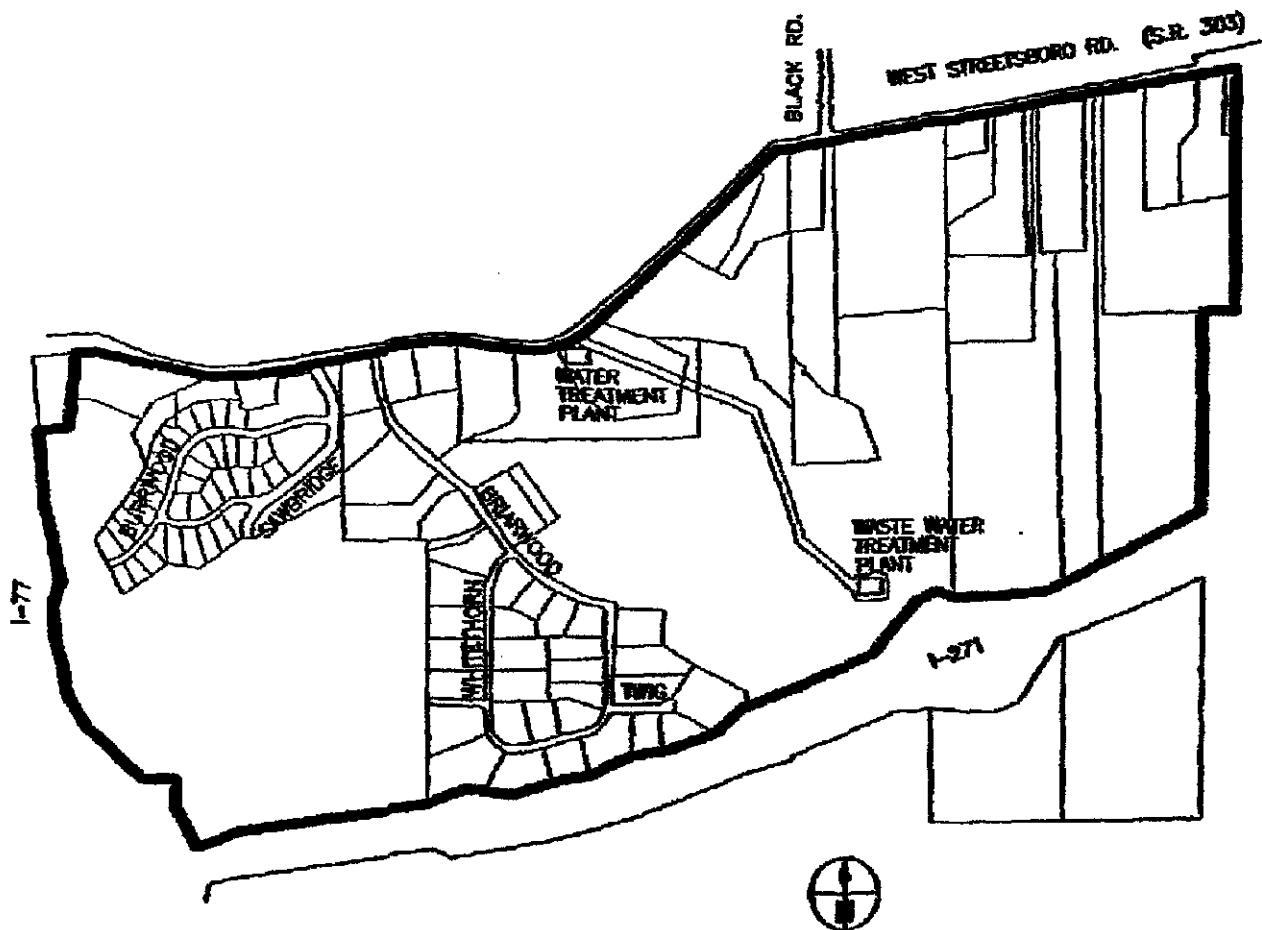
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Section 5
Original Sheet No. 1

SECTION 5 – SERVICE AREA MAP



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Appendix A

NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Water and Sewer LLC (the "Company"), you have certain rights and obligations. These rights and obligations are spelled out in detail in the standards for water and sewer utilities established by the Public Utilities Commission of Ohio ("Commission") and in the Company's rules and regulations, which have also been approved by the Commission. This Notification of Customer Rights is intended to provide you with a summary of some of the more significant rules and regulations. Copies of the Commission's comprehensive standards and the Company's rules and regulations are available from the Company upon request. You may contact the Company to obtain copies of these documents or for any other purpose, including inquiries, complaints, and to report emergencies, at:

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122
1-800-273-0287 (24-hour number)

Copies of the Commission's standards can also be obtained by contacting the Commission at:

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
180 East Broad Street
Columbus, Ohio 43266-0573
1-800-686-7826
1-800-686-1570 (TTY Customers)
www.puco.ohio.gov

Complaints:

Complaints as to service or bills should first be directed to the Company by writing or calling the Company at the address or phone number listed above. The Company will investigate your complaint and will report the results of its investigation to you, either orally or in writing, within ten business days of receiving the complaint. If your complaint is not resolved after you have called Water and Sewer LLC, or for general utility information 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. Residential customers may also contact the Office of 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.

Customer Rights:

As a customer, you have the right, among others, to:

- A. Notice that the Company intends to discontinue service and the reason therefore, which includes non-payment of bills, failure to abide by the terms of the Company's tariff, tampering with Company facilities, discharging any type of sewage not stated in the application for service, or the use of service upon any premises not stated in the application for service.
- B. Notice that sewer service will be interrupted;
- C. To see a proper Company photo identification when a Company employee or authorized representative seeks access to your premises; and
- D. To review the Company's rates, rules, and regulations upon request.

Customer Obligations:

As a customer, you are obligated, among other things, to:

- A. Abide by the terms and conditions in the Company's tariff;
- B. Pay your bills when due;
- C. Allow the Company reasonable access to your premises to inspect connections to the Company's system and to investigate complaints.

Service Installation:

The Company will supply sewer service to any customer within its service area who makes an application in writing on forms provided by the Company. Property owners applying for sewer service shall, upon submitting the application, pay a tap-in fee to the Company to reimburse the Company for its cost of connecting service, including the cost of installing the Company service line to the property line if no Company service line has previously been installed. The tap-in fee will not exceed the Company's actual, out-of-pocket cost of connecting service and, where required, of the installation of the Company service line. Upon receipt of the signed application and tap-in fee, the Company will install the Company service line to the property line, where required, and complete the service connection. The Company service line is

the property of the Company and shall be maintained by the Company. The property owner is responsible for the service line from the connection to the Company service line to the premises served.

Billing:

The Company bills its customers on a bi-monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen days of the billing date will be considered delinquent and will 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 14 days written notice pursuant to the Company's tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

Disconnection of Service:

The Company may disconnect service to any customer only for the reasons for disconnection set forth below. The following procedures govern refusals or disconnections of service:

- A. No notice is required for disconnection of service for any of the following reasons:
 - 1. For tampering with any collection main, service line or other appliance under the control of, or belonging to, the Company;
 - 2. For any other violation 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 not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
 - 1. For the discharge of any type of sewage not stated in the application; or
 - 2. For the use of service upon any premises not stated in the application.

- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 2. For any violation of, or failure to comply with, the regulations of the Company other than those stated in Paragraphs A and B above;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be disconnected to any customer for any of the following reasons:
1. 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;
 2. Failure to pay for a class of service different from the service provided for the account in question;
 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service will be given to the consumer at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.

-
- F. The Company shall provide notice of disconnection of service 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 normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday; provided, however, that no disconnection for past due bills or for failure to make a required deposit will be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service are authorized to either:
1. Accept payment in lieu of termination;
 2. Dispatch an employee to the premises to accept payment; or
 3. Otherwise make available to the customer a means to avoid disconnection.

At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.

- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the company will restore service if a signed certification form is received by the Company within twenty-one days of disconnection. Certification may be renewed two additional times (30 days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the company, charges incurred during the certification period,

and, where, disconnection has already occurred, the applicable reconnection charge.

Reconnection of Service:

The Company will reconnect previously disconnected service in accordance with the following procedures.

- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
 - 1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge and any required deposit;
 - 2. The elimination of conditions that warranted disconnection of service; or
 - 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to paying the normal reconnection charge, shall also pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.
- C. The Company may require a guarantor or deposit as a condition of restoring service, subject to the Commission's rules governing guarantors or deposits. If a guarantor or deposit is required, the Company will provide the customer with a copy of the applicable rules and will administer any deposit in accordance with those rules.

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Appendix A

- D. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.

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Suite 260
Woodmere, Ohio 44122

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Appendix B

WATER AND SEWER LLC
3439 West Brainard Road
Woodmere, Ohio 44122
(216) 831-9110
1-800-273-0287 (24-hour number)

APPLICATION FOR SEWAGE DISPOSAL SERVICE

The undersigned (the "Applicant") hereby applies to Water and Sewer LLC (the "Company") for Sanitary Sewer Service.

Applicant's Name: _____

Address: _____

Telephone: () _____

Billing Address: _____
(If different) _____

Permanent Parcel Number Desiring Service: _____

Type of Premises:

Residential _____ No. of Rooms _____ No. of Occupants _____

Commercial _____ Type of Business _____ No. of Employees _____

Date Service Connection Desired: _____

Date of Occupancy: _____

Owner of Premises: _____
(If not Applicant)

Has Applicant ever previously received service from the Company? _____

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Suite 260
Woodmere, Ohio 44122

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Appendix B

CREDIT INFORMATION

The Ohio Administrative Code provides that the Company may require an applicant for service to establish financial responsibility. Please provide the following information to enable that the Company can determine if a guarantor or cash deposit will be required as a condition of initiating service.

If you are not the owner of the premises to be served, do you own other real estate within the area served by the Company? _____

Employer: _____

Employer Address: _____

Position: _____

Length of Service: _____

Bank(s): _____

Credit Cards: _____

Previous sewer service providers, if any: _____

If Applicant is a business, credit references: _____

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Woodmere, Ohio 44122

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Appendix B

ACKNOWLEDGEMENT

By signing this application, Applicant agrees to abide by the effective rate schedules, rules, and regulations of the Company as filed with and approved the Public Utilities Commission of Ohio, and acknowledges and agrees that, if Applicant does not comply with the Company's rate schedules, rules, and regulations, including the obligation to make timely payment for the service provided, service may be discontinued in accordance with the requirements of the Ohio Administrative Code and the Company's rules and regulations. Applicant attests that the information Applicant has provided herein is true and correct to the best of Applicant's knowledge.

SIGNING OF THIS FORM BY THE APPLICANT SHALL, IN NO CASE, BE DEEMED TO CONSTITUTE A WAIVER BY THE APPLICANT OF ANY RIGHTS OR PRIVILEGES GRANTED TO HIM/HER BY THE LAWS OR THE CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Witnesses:

Applicant:

Please Print or Type Name

Signature

WATER AND SEWER LLC

Approved and Accepted

By: _____

Its: _____

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44412

PUCO No. 3

Appendix C

BILL FORMAT

SEE BACK FOR IMPORTANT INFORMATION
WATER AND SEWER, LLC
3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122
1-800-273-0287

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
WOODMERE, OH
44122
PERMIT NO. 60

SERVICE TO:			
SERVICE FROM		SERVICE TO	PAST DUE AMOUNT
SERVICE	PREVIOUS READING	PRESENT READING	CONSUMPTION
SERVICE		DESCRIPTION	AMOUNT
ACCOUNT NUMBER		SERVICE NUMBER	
ONE DATE	SEE BY ONE DATE	PAY AFTER ONE DATE	

RETURN THIS PORTION WITH PAYMENT	
ACCOUNT NUMBER	SERVICE NUMBER
BILL DATE	DUE DATE
PAY BY DUE DATE	PAY AFTER DUE DATE

PLEASE RETURN THIS PORTION
WHEN MAKING PAYMENT.
IF PAYING IN PERSON BRING
ENTIRE BILL

WATER AND SEWER, LLC
3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122
1-800-273-0287

OFFICE HOURS
MONDAY THRU FRIDAY
8:00 A.M. TO 4:30 P.M.

AMOUNT AFTER DUE DATE
INCLUDES 1.5% LATE PAYMENT CHARGE

YOUR BILL IS BASED ON THE PUCO APPROVED
RATES FOUND IN SECTION 2, ORIGINAL SHEET
NO. 1, IN THE COMPANY'S TARIFF. A COPY OF
THE RATE SCHEDULE WILL BE FURNISHED
UPON REQUEST.

PLEASE MAKE CHECKS PAYABLE TO:

WATER AND SEWER, LLC
3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122

TYPE OF BILL

WS - WATER SERVICE	SS - SEWER SERVICE
EST - ESTIMATED BILL	FB - FINAL BILL
MR - METER READING	MIS - MISC

FAILURE TO RECEIVE BILL DOES NOT
RELIEVE CUSTOMER OF LATE PAYMENT CHARGE

FOR UNRESOLVED INQUIRIES, YOU MAY CALL THE
PUCO PUBLIC INTEREST CENTER'S
TOLL FREE NUMBER AT 1-800-686-7626,
OR HEARING IMPAIRED TDD ONLY 1-800-686-1070

KEEP THIS PORTION FOR
YOUR RECORDS