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April 29, 2010

Renee Jenkins  
Chief of Docketing  
The Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43266-0573

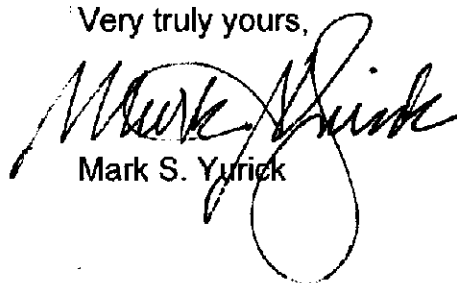
**Re: In The Matter Of The Application Of Aqua Ohio, Inc. For Authority To  
Increase Its Rates and Charges in the Lake Erie Division  
PUCO Case No. 09-1044-WW-AIR**

Dear Ms. Jenkins:

Please file and place on the docket the attached Summary of Customer Rights and Obligations in the above-referenced case.

Do not hesitate to contact me with any questions or concerns.

Very truly yours,



Mark S. Yurick

MSY/clb

cc: All Parties

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**AQUA OHIO, INC.**

**762 W. Lancaster Avenue  
Bryn Mawr, PA 19010**

**SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS**

**DEAR CUSTOMER:**

**As an Aqua Ohio, Inc. customer, you have certain rights and obligations, which are summarized below. We suggest you keep this for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with a safe and dependable water service.**

- (1) You have the right to have any inquiry or complaint handled courteously and promptly by the Company. An inquiry or complaint can be made to the Company either in writing to 762 W. Lancaster Ave., Bryn Mawr, PA 19010 or by calling 877.987.2782. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called Aqua Ohio, 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](http://www.puco.ohio.gov). 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](http://www.pickocc.org).
- (2) Installation of Service Lines-
  - (A) The application for the installation of a Company service line must state the uses, to which the water is to be applied, and the correct lot and street number or other complete identification of the premises to be supplied.
  - (B) The application for installation of a Company service line will be accepted subject to the condition that there shall be a water main fronting the premises to be served. When such condition does not exist, it will be necessary for the applicant first to enter into a main extension agreement with the Company pursuant to the provisions contained in Section 3-7 of the Company's Master Tariff (Tariff), entitled "Extension of Mains".
  - (C) A Company service line may not be used to supply more than one premise, except as provided in paragraph 3, Section 3 – 6 of the Tariff.
  - (D) Service lines shall be installed to provide for inside meter settings, except in special cases where the Company has approved outside meter settings.
  - (E) The curb stop or outside meter vault shall be installed at a place designated by the Company between the curb line and the property line.
  - (F) Curb stops or valves in the Company's service lines are for the exclusive use and under the exclusive control of the Company.

- (G) The customer service line is the water line and related facilities from the Company service line to the premises to be served. The customer shall at his expense install, maintain and repair the customer service line. When a leak in the customer service line is discovered, the Company shall give the customer fourteen (14) days written notice of disconnection. Within such time, the customer must make repairs. However, if the leak in the customer service line, in the opinion of the Company, is considered an emergency, no notice of disconnection shall be required.
- (H) If a Company service line is to be installed where any portion of the line must pass through property not owned by the customer, the customer must assume full responsibility for acquiring the right to pass through such property.
- (I) When the installation of a customer service line has been completed, the customer shall leave the service line turned off.
- (J) The customer service line shall be laid at a depth of not less than four and one-half feet nor more than five feet below ground level. The service line shall be not less than 1-inch nominal size and shall be either "Type K" copper tubing or other Company-approved water pipe.
- (K) The customer service line may be laid in a separate trench or it may be laid on a ledge on either side of the sewer trench. Said ledge shall be cut into the sewer trench so as to provide a shelf six inches wide of solid firm soil for the entire length of the pipe. The customer shall leave the trench open and pipe uncovered until it is inspected and approved by the Company representative.
- (L) The Company service line is the water line and related facilities from the water main to and including the curb stop at or near the property line. The Company service line shall be owned, operated and maintained by the Company.
- (M) Service line installation work shall be performed in accordance with specifications and requirements of the Company. All costs or material and installation required to serve applicant's lot shall be the responsibility of the applicant (see exception below) and the applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company for all service line installation work. The Company will only pay for costs of residential service lines from the main to a shut-off at or near the curb when one (or both) of the following criteria exist: a) the main extension was in service at 12/31/03 and/or b) the applicant for service was previously served by an individual well. Where a service line is to be installed in a paved or improved street, the cost of removing and replacing the street surface shall also be paid by the customer. In no event shall these provisions require anything more than reimbursement to the Company of the actual out-of-pocket cost of connecting the service.

(3) Bills and Payments for Service-

- (A) The customer is liable for the payment of all water and water service supplied to his/her premise.

- (B) All bills for charges due to the Company shall be paid to the remittance address provided, or to any duly authorized agent of the Company.
- (C) Bills will be mailed or delivered at the address of the premises served, unless the customer shall, in writing, request that they be sent to some other address specified, but failure to receive a bill shall not relieve the customer from the obligation to pay the same when due. Residential bills for water service become delinquent not less than fifteen (15) days after the billing date thereof. Non-residential bills for water service become delinquent not less than twenty-one (21) days after the billing date thereof. Water service may be shut off not less than fourteen (14) days after the Company mails a disconnection notice informing the customer of the delinquent bill.
- (D) The late payment fee will not be charged if mailed on or before the past due date indicated on the bill. The post office date stamped by the sending office will determine the mailing date of the payment. The envelope in which such payment has been mailed may be preserved by the Company; and where payment is made after the past due date, the Company may credit the amount enclosed to the customer's account and add the late fee.
- (E) The past due date of the customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday or a legal holiday.
- (F) In case a customer files a written objection to any bill on or prior to the past due date of the bill, the Company will accept payment of the net bill within five (5) days after the customer has been notified of the result of the Company's investigation made in response to the complaint.
- (G) Bills for water service (except final bills on discontinuance of service) may be rendered monthly, but shall be rendered at least quarterly, 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.
- (H) In cases in which a meter cannot be read, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length for service rendered to the same premises, or if that cannot be ascertained, then to similar premises.
- (I) A customer desiring water service to be discontinued temporarily to a premises used or occupied for only part of the year shall so notify the Company. Such premises save and except public playgrounds, educational buildings and facilities, boulevards, and open spaces being furnished water service solely for lawn sprinkling or other irrigation purposes, shall, however, remain subject to continuous year-round charges at tariff rates.
- (J) At such time as the Company is notified of the change in tenancy or ownership, requiring the filing of a new application for water service, whether such notice is given by the customer or a third party, the Company shall make a final meter reading and shall render a final billing. The customer shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated. Service to the premises will not be restored until payment of such bill, or

application made by a new customer. Other occupants of the premises shall not be held liable for the payment of the water service contract between the Company and the person whose name the service is in, if the person whose name the service is in vacates the premises.

- (K) Bills rendered upon termination of the contract must be paid on or before the past due date indicated on the bill. When not so paid, the past due amount becomes due and payable.
- (4) The Company may discontinue all or any part of its service to a customer as stated below. In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, which may include no notice, will be provided.

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

- (1) For tampering with any main, service line, meter, curb stop, curb box, seal or other appliance under the control of or belonging to, the Company;
- (2) For connecting the service line, or any pipe directly or indirectly connected therewith, 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
- (3) For any 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 must be given not less than 24 hours written notice before service is disconnected when any of the following conditions exist:

- (1) For the use of water for any other purpose or upon any premises not stated in the application; or
- (2) To prevent waste or reasonably avoidable loss of water.

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

- (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 fourteen days after the due date;
- (2) For any violation of, or failure to comply with, the regulations of the Company other than stated in Paragraph 4. (A) above;
- (3) For misrepresentation in the applications 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) The Company may require a customer to make a deposit or an additional deposit on an account, as set forth in Chapter 4901:1-17 of the Ohio Administrative Code, to reestablish creditworthiness. The customer may also reestablish creditworthiness and service by providing a guarantor, as set forth in Rule 4901:1-15-28 and Chapter 4901:1-17 of the Ohio Administrative Code.
- (E) 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:
- (1) Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge; or
  - (2) Agreement by the Company and the customer on a deferred payment plan and a payment, if required under the plan; and
  - (3) The elimination of conditions that warranted disconnection of service.
- (F) If service is discontinued and the customer wishes to guarantee reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reinstatement of service is requested the same day, the customer must notify the Company no later than 12:30 p.m., and the customer must make payment to a duly authorized agent or provide proof of payment; and
  - (2) The Company may require that the customer sign an agreement to pay the Company's reconnection fee if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the customer's next billing at the Company's discretion.
- (G) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless that bill is more than fourteen days past due.
- (H) The Company's employees who normally perform the termination of service can advise the customer of the conditions to be met to avoid disconnection, and refer the customer to the person(s) to contact at the Company's office.
- (I) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to the health as certified pursuant to the following provisions:
- (1) The customer must have a form provided by the Company signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife or local board of health physician stating that a special danger exists to the health of the customer or permanent resident of the household.

- (2) In the event that service has been disconnected within twenty one days prior to certification of special danger to health, service shall be restored to that resident if the proper certification is made, in accordance with the foregoing provisions.
- (3) Certifications shall prohibit disconnection for thirty days. Certification may be renewed two additional times (thirty days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife 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.
- (J) Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
  - (1) Failure to pay for service furnished to a customer(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.
  - (4) Failure to pay any charge not specified in the Company's Tariff.
- (5) The Company shall perform either an on-site or bench meter test once every three years, without charge, if requested by the customer. The meter test shall be performed within thirty days from the request. The Company may request a reasonable justification for a meter test. Results of an on-site meter test shall be provided to the customer at the time of the test. Should the on-site meter test indicate primary meter inaccuracy, the primary meter shall be removed and bench tested in accordance with the accuracy standards set forth in paragraph (B)(1) of Rule 4901:1-15-19 of the Ohio Administrative Code. If an on-site meter test is conducted or, if the primary meter is removed for off-site testing, the Company shall provide the customer the test results and any associated billing adjustments in writing. If the primary meter fails to meet the accuracy standards, the Company shall, within thirty days, perform any necessary billing adjustments. 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 may request that a meter test be performed in the presence of a staff member of the Commission or his representative. The customer also has the right to be present when the test is performed.
- (6) Aqua Ohio, Inc. will establish a residential customer's creditworthiness, as set forth in the Chapter 4901:1-17 of the Ohio Administrative Code. In accordance with PUCO rules, Aqua Ohio, Inc. may require new customer to establish financial responsibility prior to receiving service. Financial responsibility may be established if: (a) the applicant owns the property being served or other real estate in the service territory and has demonstrated financial responsibility; or (b) the applicant demonstrates that he or she is a satisfactory credit risk; or (c) the applicant demonstrates that he or she had water service with another water utility within a period of twenty-four consecutive months preceding the date of the application, unless that utility's records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service or the applicant had

received two consecutive bills with past due balances during that twelve-month period. When an applicant requests a copy of his or her payment history to satisfy this requirement the Company shall provide a customer, at his or her written request, written information reflecting the customer's payment history. The Company shall provide this information within five business days of this request; or (d) the customer provides a guarantor; or (e) the customer provides a security deposit. If a deposit is required, it will not be an amount in excess of one-twelfth of the estimated charge for all regulated service provided by the Company for the ensuing 12 months plus 30% of the monthly estimated charge. The Company will pay interest at the rate of three percent per annum. The Company shall not be required to pay interest on a deposit held less than 180 days. Deposit will be refunded with interest upon establishment of financial responsibility, as set forth in Chapter 4901:1-17 of the Ohio Administrative Code. If a guarantor is provided rather than a deposit, the guarantor will be released as set forth in Chapter 4901:1-17 of the Ohio Administrative Code.

- (7) The customer has the right to see a proper Company photo identification whenever Company employees or agents seek access to the customer's premises, and state the reason for the visit.
- (8) The customer has the right to examine the Company's rates, rules and regulations which are available for review upon request at the Company's office or at the office of the PUCO.
- (9) The customer has the right to examine the comprehensive set of Standards for Waterworks Companies that the PUCO has adopted. These new standards are available from the Commission or are available for your review upon request at the Company's office.