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PUCO

FILE
May 6, 2010

Renee Jenkins
Chief of Docketing
The Public Utilities Commission of Ohio
180 E. Broad Street, 11th Floor
Columbus, Ohio 43215

Re: In The Matter of the Application of Aqua Ohio, Inc. for Authority to
Increase its Rates and Charges in its Masury Division.
Rate Case No. 09-560-WW-AIR
Tariff Case No. 89-7028-WW-TRF

Dear Ms. Jenkins:

In accordance with the Commission's Opinion and Order in Case No. 09-560-WW-AIR, issued on May 5, 2010, please find enclosed four (4) final copies of the approved Revised Tariff Sheets as listed below. One copy is for the tariff docket, one copy is for the rate case docket, with the remaining two copies for distribution to the Rates and Tariffs, Energy and Water Division of the PUCO. The required documents are attached in the following order for the Masury Division Master Tariff P.U.C.O. No. 1:

1. Table of Contents, Second Revised Page 1 of 1, Canceling First Revised Page 1 of 1;
2. Subject Index, Seventh Revised Page 1 of 4, Canceling Sixth Revised Page 1 of 4
3. Subject Index, Seventh Revised Page 2 of 4, Canceling Sixth Revised Page 2 of 4
4. Subject Index, Seventh Revised Page 3 of 4, Canceling Sixth Revised Page 3 of 4
5. Subject Index, First Revised Page 4 of 4, Canceling Original Revised Page 4 of 4

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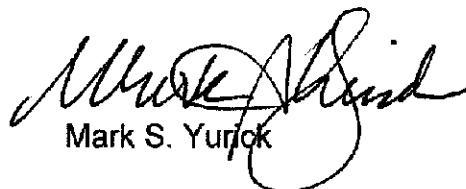
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6. Section 1, First Revised Sheet No. 1, Canceling Original Sheet No. 1
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8. Section 1, Third Revised Sheet No. 4, Canceling Second Revised Sheet No. 4
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If you have any questions, please feel free to contact me.

Very truly yours,



Mark S. Yurick

cc: All Parties

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Issued: May 6, 2010

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Issued by Robert A. Kopas, Vice President, Aqua Ohio, Inc.
In Accordance with Public Utilities Commission of Ohio
Order Dated May 5, 2010 for Case No. 09-560-WW-AIR

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EXPLANATION OF TERMS

ADIACENT BUILDINGS

A group of two or more buildings on the same lot or parcel of land not separated by any street, avenue, thoroughfare, alley, or other public way, except where the customer owns and/or leases a lot or parcel of land on both sides of a street, avenue, thoroughfare, alley, or public right of way which lot or parcels of land otherwise would be contiguous, such buildings thereon shall be considered adjacent.

APPLICATIONS

(1) An application for the installation of a customer service line shall be in writing on forms prescribed by the Company and filed with and approved by the Public Utilities Commission of Ohio.

(2) An application for water service may be made orally, but the Company reserves the right to require such application to be made in writing on forms prescribed by the Company and filed with and approved by the Public Utilities Commission of Ohio.

APPROVED

Means that a backflow prevention device or method has been accepted by the water company as suitable for the proposed use.

BACKFLOW

The flow of water or any other liquids or mixtures into the distributing pipe of a potable water supply from any source, other than the intended source of the potable water supply.

BACKFLOW PREVENTION DEVICE

Any device, method, or type of construction intended to prevent backflow into a potable water system.

COMPANY

Aqua Ohio, Inc., Masury Division.

CONSUMER COMPLAINT

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

COST

An actual or estimated expenditure by the Company for labor, material, engineering, supervision, motor vehicles, tools and any other expenses incidental to a particular project to the extent that any or all of such items are applicable in the particular situation involved.

CROSS CONNECTION

Any arrangement whereby backflow can occur.

CUSTOMER

Any person who enters an agreement with the Company to receive waterworks service.

EXPLANATION OF TERMS

DEAD-END MAIN

A section of a water distribution system consisting of a pipe two inches or greater that is not connected to another section of pipe by means of a connecting loop and serves more than one customer.

DEGREE OF HAZARD

A term derived from an evaluation of the potential risk to health and the adverse effect upon the potable water system.

DISTRIBUTION MAIN

A pipe that transports or distributes water from the supply system to the service lines of a water customer.

INSIDE METER SETTING

The Company approved meter location within a building, as outlined in Section 7, Original Sheet No. 1, Paragraphs 3 and 4.

METER

The Company approved device or apparatus, including associated remote registers, used to measure all water passing through a service line.

OUTAGE

Any interruption of a Company system, other than a customer service line, which causes the cessation of water service.

PERSON

Person means any natural person, corporation, partnership, association, organization or other entity capable under the law of suing or being sued, including any public body and shall, unless the context shall otherwise indicate, including the plural as well as the singular, any words of any gender shall include all genders.

PLANT

All facilities necessary to furnish public water service and for fire protection.

EXPLANATION OF TERMS (Concluded)

SERVICE CONNECTION

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.

SERVICE LINE

- (1) The Company service line is the portion of the service line between the distribution main, up to and including the curb stop and water outlet connection at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.
- (2) The Customer service line is the portion of the service line from the Company's service line to the structure or premises which is supplied, installed, and maintained at the cost of the customer.

TAP-IN

The connection of a Company service line to the distribution main.

WATER SUPPLIED

All water passing from the main to the customer service line whether consumed by use or lost by waste or leakage.

SCHEDULE OF RATES

Schedule "A" Metered Service

CUSTOMER CHARGE – ALL CUSTOMER CLASSES

<u>Size of Meter</u>	<u>Monthly</u>
5/8 inch	\$10.93
¾ inch	\$16.40
1 inch	\$27.33
1-1/2 inch	\$54.65
2 inch	\$87.44
3 inch	\$163.95
4 inch	\$273.25
6 inch	\$546.50

CONSUMPTION CHARGES – RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS

		<u>Per 10 cf</u> <u>Monthly</u>
First	2,500 cubic feet monthly	\$.2815
Over	2,500 cubic feet monthly	\$.2073

		<u>Per 100 Gallons</u> <u>Monthly</u>
First	18,700 gallons monthly	\$.3763
Over	18,700 gallons monthly	\$.2771

SYSTEM IMPROVEMENT SURCHARGE (SIC)

SCHEDULE OF RATES

Schedule "A" Metered Service

CUSTOMER CHARGE-ALL CUSTOMER CLASSES

<u>Size of Meter</u>	<u>Monthly</u>
5/8 inch	\$10.93
3/4 inch	\$16.40
1 inch	\$27.33
1 1/2 inch	\$54.65
2 inch	\$87.44
3 inch	\$163.95
4 inch	\$273.25
6 inch	\$546.50

CONSUMPTION CHARGES- RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS

	<u>Per 10 cf</u>	<u>Monthly</u>
First 2,500 cubic feet monthly	\$.4151
Over 2,500 cubic feet monthly	\$.3055

	<u>Per 100 gallons</u>	<u>Monthly</u>
First 18,700 gallons monthly	\$.5550
Over 18,700 gallons monthly	\$.4084

SYSTEM IMPROVEMENT SURCHARGE (SIC)

SCHEDULE OF RATES

Schedule "A" Metered Service

CUSTOMER CHARGE-ALL CUSTOMER CLASSES

<u>Size of Meter</u>	<u>Monthly</u>
5/8 inch	\$10.93
3/4 inch	\$16.40
1 inch	\$27.33
1 1/2 inch	\$54.65
2 inch	\$87.44
3 inch	\$163.95
4 inch	\$273.25
6 inch	\$546.50

CONSUMPTION CHARGES- RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS

		<u>Per 10 cf</u> <u>Monthly</u>
First	2,500 cubic feet monthly	\$5865
Over	2,500 cubic feet monthly	\$4316

		<u>Per 100 gallons</u> <u>Monthly</u>
First	18,700 gallons monthly	\$7841
Over	18,700 gallons monthly	\$5770

SYSTEM IMPROVEMENT SURCHARGE (SIC)

SCHEDULE OF RATES

Schedule "A" Metered Service

CUSTOMER CHARGE-ALL CUSTOMER CLASSES

<u>Size of Meter</u>	<u>Monthly</u>
5/8 inch	\$10.93
¾ inch	\$16.40
1 inch	\$27.33
1 ½ inch	\$54.65
2 inch	\$87.44
3 inch	\$163.95
4 inch	\$273.25
6 inch	\$546.50

CONSUMPTION CHARGES- RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS

		<u>Per 10 cf</u> <u>Monthly</u>
First	2,500 cubic feet monthly	\$.4200
Over	2,500 cubic feet monthly	\$.3089

		<u>Per 100 gallons</u> <u>Monthly</u>
First	18,700 gallons monthly	\$.5615
Over	18,700 gallons monthly	\$.4130

SYSTEM IMPROVEMENT SURCHARGE (SIC)

SCHEDULE OF RATES (Continued)

CONSUMPTION CHARGE-OTHER UTILITIES

This rate is available to utility customers which purchase water in bulk for the purpose of resale:

	Per 10 Cubic Feet Monthly	Per 100 Gallons Monthly
All consumption	.2338	.3125

Monthly bills will be based on the foregoing monthly customer charges and block consumption rate.

Schedule "B" – Private Fire Protection

"DRY" SPRINKLER SYSTEM

Water will be supplied for fire protection on private premises through a sprinkler system at the following rates:

4" service	\$1,670.58 annually
6" service	\$2,532.84 annually
8" service	\$5,058.96 annually

This annual charge shall be made in accordance with the size of the pipe entering the building and supplying fire standpipes and sprinklers on a dry system. All standpipes, sprinklers, pipes and outlets shall be so placed as to be readily inspected, and prior to the installation of such a service line. The Company shall be furnished full details and plans, or copies thereof, showing location of all pipes, valves and hose connections. The Company shall install such a fire service line up to the property line of the customer, and this part of the service line shall be the property and remain under the control of the Company.

WET SYSTEM

Water will be supplied for fire protection on private premises through a wet underground system at the following rates:

2" service	\$ 815.08 annually
4" service	\$2,943.74 annually
6" service	\$5,496.78 annually
8" service	\$8,043.07 annually

SCHEDULE OF RATES (CONTINUED)

CONSUMPTION CHARGES-OTHER UTILITIES

This rate is available to utility customers which purchase water in bulk for the purpose of resale.

	Per 10 Cubic Feet Monthly	Per 100 Gallon Monthly
All Consumption	\$.3445	\$.4606

Monthly bills will be based on the foregoing monthly customer charges and block consumption rate.

Schedule "B" - Private Fire Protection

"DRY" SPRINKLER SYSTEM

Water will be supplied for fire protection on private premises through a sprinkler system at the following rates:

4"	service	\$2,143.42 annually
6"	service	\$ 3,249.72 annually
8"	service	\$6,490.92 annually

This annual charge shall be made in accordance with the size of the pipe entering the building and supplying fire standpipes and sprinklers on a dry system. All standpipes, sprinklers, pipes and outlets shall be so placed as to be readily inspected, and prior to the installation of such a service line. The Company shall be furnished full details and plans, or copies thereof, showing location of all pipes, valves and hose connections. The Company shall install such a fire service line up to the property line of the customer, and this part of the service line shall be the property and remain under the control of the Company.

WET SYSTEM

Water will be supplied for fire protection on private premises through a wet underground system at the following rates:

2"	service	\$ 1,045.78 annually
4"	service	\$ 3,776.91 annually
6"	service	\$7,052.56 annually
8"	service	\$ 10,319.53 annually

SCHEDULE OF RATES (CONTINUED)

CONSUMPTION CHARGES-OTHER UTILITIES

This rate is available to utility customers which purchase water in bulk for the purpose of resale.

	Per 10 Cubic Feet Monthly	Per 100 Gallon Monthly
All Consumption	\$.4868	\$.6508

Monthly bills will be based on the foregoing monthly customer charges and block consumption rate.

Schedule "B" - Private Fire Protection

"DRY" SPRINKLER SYSTEM

Water will be supplied for fire protection on private premises through a sprinkler system at the following rates:

4"	service	\$2,750.09 annually
6"	service	\$ 4,169.52 annually
8"	service	\$8,328.12 annually

This annual charge shall be made in accordance with the size of the pipe entering the building and supplying fire standpipes and sprinklers on a dry system. All standpipes, sprinklers, pipes and outlets shall be so placed as to be readily inspected, and prior to the installation of such a service line. The Company shall be furnished full details and plans, or copies thereof, showing location of all pipes, valves and hose connections. The Company shall install such a fire service line up to the property line of the customer, and this part of the service line shall be the property and remain under the control of the Company.

WET SYSTEM

Water will be supplied for fire protection on private premises through a wet underground system at the following rates:

2"	service	\$ 1,341.78 annually
4"	service	\$ 4,845.93 annually
6"	service	\$9,048.71 annually
8"	service	\$ 13,240.37 annually

SCHEDULE OF RATES (CONTINUED)

CONSUMPTION CHARGES-OTHER UTILITIES

This rate is available to utility customers which purchase water in bulk for the purpose of resale.

	Per 10 Cubic Feet Monthly	Per 100 Gallon Monthly
All Consumption	\$.3484	\$.4658

Monthly bills will be based on the foregoing monthly customer charges and block consumption rate.

Schedule "B" - Private Fire Protection

"DRY" SPRINKLER SYSTEM

Water will be supplied for fire protection on private premises through a sprinkler system at the following rates:

4"	service	\$2,160.28 annually
6"	service	\$ 3,275.28 annually
8"	service	\$6,541.92 annually

This annual charge shall be made in accordance with the size of the pipe entering the building and supplying fire standpipes and sprinklers on a dry system. All standpipes, sprinklers, pipes and outlets shall be so placed as to be readily inspected, and prior to the installation of such a service line. The Company shall be furnished full details and plans, or copies thereof, showing location of all pipes, valves and hose connections. The Company shall install such a fire service line up to the property line of the customer, and this part of the service line shall be the property and remain under the control of the Company.

WET SYSTEM

Water will be supplied for fire protection on private premises through a wet underground system at the following rates:

2"	service	\$ 1,054.00 annually
4"	service	\$ 3,806.62 annually
6"	service	\$7,108.03 annually
8"	service	\$ 10,400.70 annually

SCHEDULE OF RATES (Continued)

Schedule "B" – Private Fire Protection (continued)

This charge will be made in accordance with the size of the meter installed in the fire line. This meter, placed in a suitable vault, to be furnished by the customer, and being accessible to the Company at all times, shall be installed by the Company at the expense of the customer, and shall be located at the entrance of the lines to the property. The Company shall furnish the service line up to the property line of the customer at its own expense, and the Company shall retain ownership of this line and the meter and the connections, and shall be permitted free access to this line and meter at all times.

Any water usage registered by this meter shall be billed to the customer on Rate Schedule A, Metered Service, excepting wherein this usage can be accounted for as having been used for firefighting or in the testing of fire hydrants. Unless the Company is notified of any such fire protection usage, meter registration shall be billed to the customer on Rate Schedule A. This usage charge shall be in addition to the above fire protection charge.

More than one fire protection service may be furnished to a single customer, but in this case each service shall be separately metered at the expense of the customer, and also satisfactory check valves shall be installed on each service line at the expense of the customer.

Schedule "B.1" – Private Fire Hydrants

EACH FIRE HYDRANT \$450.96 PER YEAR

All private fire hydrants, if not metered, shall be classified under this schedule. The cost of construction shall be borne by the owner and the type, model and installation of hydrant shall be in conformity with Water Company standards. These hydrants are to be used strictly for firefighting purposes. All other usages are prohibited. In case of violation, the Water Company reserves the right to discontinue service to the respective hydrant or hydrants, or to require the service to be metered under Schedule "B".

Private fire hydrants constructed on private property and served through a metered fire service (see Schedule "B") shall not be subject to Schedule "B.1". Said hydrants are the sole responsibility of the property owner and shall be maintained by him.

SCHEDULE OF RATES (Continued)

Schedule "B"-Private Fire Protection (continued)

This charge will be made in accordance with the size of the meter installed in the fire line. This meter, placed in a suitable vault, to be furnished by the customer, and being accessible to the Company at all times, shall be installed by the Company at the expense of the customer, and shall be located at the entrance of the lines to the property. The Company shall furnish the service line up to the property line of the customer at its own expense, and the Company shall retain ownership of this line and the meter and the connections, and shall be permitted free access to this line and meter at all times.

Any water usage registered by this meter shall be billed to the customer on Rate Schedule A, Metered Service, excepting wherein this usage can be accounted for as having been used for fire fighting or in the testing of fire hydrants. Unless the Company is notified of any such fire protection usage, meter registration shall be billed to the customer on Rate Schedule A. This usage charge shall be in addition to the above fire protection charge.

More than one fire protection service may be furnished to a single customer, but in this case each service shall be separately metered at the expense of the customer, and also satisfactory check valves shall be installed on each service line at the expense of the customer.

Schedule "B.1" - Private Fire Hydrants

EACH FIRE HYDRANT \$578.64 Per Year

All private fire hydrants, if not metered, shall be classified under this schedule. The cost of construction shall be born by the owner and the type, model and installation of hydrant shall be in conformity with Water Company standards. These hydrants are to be used strictly for fire fighting purposes. All other usages are prohibited. In case of violation, the Water Company reserves the right to discontinue service to the respective hydrant or hydrants, or to require the service to be metered under Schedule "B".

Private fire hydrants constructed on private property and served through a metered fire service (see Schedule "B") shall not be subject to Schedule "B.1". Said hydrants are the sole responsibility of the property owner and shall be maintained by him.

SCHEDULE OF RATES (Continued)

Schedule "B"-Private Fire Protection (continued)

This charge will be made in accordance with the size of the meter installed in the fire line. This meter, placed in a suitable vault, to be furnished by the customer, and being accessible to the Company at all times, shall be installed by the Company at the expense of the customer, and shall be located at the entrance of the lines to the property. The Company shall furnish the service line up to the property line of the customer at its own expense, and the Company shall retain ownership of this line and the meter and the connections, and shall be permitted free access to this line and meter at all times.

Any water usage registered by this meter shall be billed to the customer on Rate Schedule A, Metered Service, excepting wherein this usage can be accounted for as having been used for fire fighting or in the testing of fire hydrants. Unless the Company is notified of any such fire protection usage, meter registration shall be billed to the customer on Rate Schedule A. This usage charge shall be in addition to the above fire protection charge.

More than one fire protection service may be furnished to a single customer, but in this case each service shall be separately metered at the expense of the customer, and also satisfactory check valves shall be installed on each service line at the expense of the customer.

Schedule "B.1" - Private Fire Hydrants

EACH FIRE HYDRANT \$742.44 Per Year

All private fire hydrants, if not metered, shall be classified under this schedule. The cost of construction shall be born by the owner and the type, model and installation of hydrant shall be in conformity with Water Company standards. These hydrants are to be used strictly for fire fighting purposes. All other usages are prohibited. In case of violation, the Water Company reserves the right to discontinue service to the respective hydrant or hydrants, or to require the service to be metered under Schedule "B".

Private fire hydrants constructed on private property and served through a metered fire service (see Schedule "B") shall not be subject to Schedule "B.1". Said hydrants are the sole responsibility of the property owner and shall be maintained by him.

SCHEDULE OF RATES (Continued)

Schedule "B"-Private Fire Protection (continued)

This charge will be made in accordance with the size of the meter installed in the fire line. This meter, placed in a suitable vault, to be furnished by the customer, and being accessible to the Company at all times, shall be installed by the Company at the expense of the customer, and shall be located at the entrance of the lines to the property. The Company shall furnish the service line up to the property line of the customer at its own expense, and the Company shall retain ownership of this line and the meter and the connections, and shall be permitted free access to this line and meter at all times.

Any water usage registered by this meter shall be billed to the customer on Rate Schedule A, Metered Service, excepting wherein this usage can be accounted for as having been used for fire fighting or in the testing of fire hydrants. Unless the Company is notified of any such fire protection usage, meter registration shall be billed to the customer on Rate Schedule A. This usage charge shall be in addition to the above fire protection charge.

More than one fire protection service may be furnished to a single customer, but in this case each service shall be separately metered at the expense of the customer, and also satisfactory check valves shall be installed on each service line at the expense of the customer.

Schedule "B.1" - Private Fire Hydrants

EACH FIRE HYDRANT \$583.20 Per Year

All private fire hydrants, if not metered, shall be classified under this schedule. The cost of construction shall be born by the owner and the type, model and installation of hydrant shall be in conformity with Water Company standards. These hydrants are to be used strictly for fire fighting purposes. All other usages are prohibited. In case of violation, the Water Company reserves the right to discontinue service to the respective hydrant or hydrants, or to require the service to be metered under Schedule "B".

Private fire hydrants constructed on private property and served through a metered fire service (see Schedule "B") shall not be subject to Schedule "B.1". Said hydrants are the sole responsibility of the property owner and shall be maintained by him.

SCHEDULE OF RATES (Concluded)

Schedule "C" – Public Fire Protection

	<u>Per Month</u>
Each customer accessible to a public fire hydrant located in a district not contracting for Public Fire Protection	
RESIDENTIAL CUSTOMERS	\$4.31
NON-RESIDENTIAL CUSTOMERS	
2,000 square feet or less	\$4.31
Each additional 500 square feet	\$.80

Schedule "D" – Miscellaneous Charges

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six day grace period allows for any mail or processing delays.

ACCOUNT ACTIVATION CHARGE

An account activation charge of twenty one (\$21.00) dollars will be charged to all customers for new or transferred service.

DISHONORED PAYMENT CHARGE

When a payment for service is returned by the financial institution unpaid, a charge of sixteen (\$16.00) dollars will be assessed to cover the cost of processing this transaction, provided the payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be included on the customer's next billing.

RECONNECTION CHARGE

In accordance with the terms and conditions set forth in this Tariff, customers whose service has been disconnected must pay a reconnection charge of forty three dollars (\$43.00), in addition to all other amounts due and payable, if any, if service is reconnected during normal business hours.

Service turned on at the request of a customer after normal business hours or on Saturday, Sunday or holidays, will pay, in lieu of the forty three dollars (\$43.00) reconnection charge, the actual, out of pocket costs with estimates of such costs provided to customers requesting the reconnection, before the reconnection action.

This charge does not apply to customers who have been disconnected due to cross connections. See Section 11, Sheet No. 2, Item 1 for charges applicable to cross connection.

SCHEDULE OF RATES (CONCLUDED)

Schedule "C" – Public Fire Protection

	<u>Per Month</u>
Each customer accessible to a public fire hydrant located in a district not contracting for Public Fire Protection	
RESIDENTIAL CUSTOMERS	\$5.53
NON-RESIDENTIAL CUSTOMERS	
2,000 square feet or less	\$5.53
each additional 500 square feet	\$1.03

Schedule "D" - Miscellaneous Charges

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six day grace period allows for any mail or processing delays.

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This charge does not apply to customers who have been disconnected due to cross connections. See Section 11, Sheet No. 2, Item 1 for charges applicable to cross connection.

SCHEDULE OF RATES (CONCLUDED)

Schedule "C" – Public Fire Protection

Per Month

Each customer accessible to a public fire hydrant located in a district
not contracting for Public Fire Protection

RESIDENTIAL CUSTOMERS

\$7.10

NON-RESIDENTIAL CUSTOMERS

2,000 square feet or less

\$7.10

each additional 500 square feet

\$1.32

Schedule "D" - Miscellaneous Charges

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six day grace period allows for any mail or processing delays.

ACCOUNT ACTIVATION CHARGE

An account activation charge of twenty one (\$21.00) dollars will be charged to all customers for new or transferred service.

DISHONORED PAYMENT CHARGE

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RECONNECTION CHARGE

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Service turned on at the request of a customer after normal business hours or on Saturday, Sunday or holidays, will pay, in lieu of the forty three dollars (\$43.00) reconnection charge, the actual, out of pocket costs with estimates of such costs provided to customers requesting the reconnection, before the reconnection action.

This charge does not apply to customers who have been disconnected due to cross connections. See Section 11, Sheet No. 2, Item 1 for charges applicable to cross connection.

SCHEDULE OF RATES (CONCLUDED)

Schedule "C" - Public Fire Protection

Per Month

Each customer accessible to a public fire hydrant located in a district
not contracting for Public Fire Protection

RESIDENTIAL CUSTOMERS \$5.57

NON-RESIDENTIAL CUSTOMERS

2,000 square feet or less \$5.57

each additional 500 square feet \$1.03

Schedule "D" - Miscellaneous Charges

LATE PAYMENT CHARGE

The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six day grace period allows for any mail or processing delays.

ACCOUNT ACTIVATION CHARGE

An account activation charge of twenty one (\$21.00) dollars will be charged to all customers for new or transferred service.

DISHONORED PAYMENT CHARGE

When a payment for service is returned by the financial institution unpaid, a charge of sixteen (\$16.00) dollars will be assessed to cover the cost of processing this transaction, provided the payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be included on the customer's next billing.

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Service turned on at the request of a customer after normal business hours or on Saturday, Sunday or holidays, will pay, in lieu of the forty three dollars (\$43.00) reconnection charge, the actual, out of pocket costs with estimates of such costs provided to customers requesting the reconnection, before the reconnection action.

This charge does not apply to customers who have been disconnected due to cross connections. See Section 11, Sheet No. 2, Item 1 for charges applicable to cross connection.

CONTRACTS FOR WATER SERVICE

1. All applications for service may be required on forms provided by the Company and must state the uses and classifications (such as residential, commercial or industrial) to which the water is to be applied. A separate application is required for each service meter. Also, a separate application is required for each service line for private fire protection service. Upon the commencement of service by the Company, the customer becomes obligated to abide by all the terms and provisions of the tariff then in effect and as the same may be lawfully altered, amended or otherwise modified.
2. When a change of occupancy occurs in any structure receiving water service, an application by the new occupant must be made to the Company office. Each person accepting water service from the Company without making proper application therefore shall be deemed to be a customer for the purpose of all applicable tariffs of the Company. However, the Company may terminate such person's service, upon fourteen days notice, until proper application is made.
3. When no notice has been given to the Company of a change of occupancy of a premises, the current occupant shall be liable to the Company for the payment of water service from the billing date next preceding the date of change of occupancy.
4. When an application for water service is made, or when the Company deems it necessary, the Company has the right to require a deposit in cash to secure the payment of bills. Such deposit shall be equal to one-twelfth of the estimated charge for regulated services for the ensuing twelve months, plus thirty percent of the monthly estimated charges, in accordance with Rule 4901:1-17-05 Ohio Administrative Code. The Company shall also provide the applicant alternative methods for establishing creditworthiness as prescribed by Rule 4901:1-17-03, O.A.C.
5. No agreement will be made by the Company with any applicant for residential water service until all arrearages and charges due from the applicant for water service or other services rendered by the Company to the applicant at any other residential premises shall have been paid.
6. In the case of temporary service the Company shall require a deposit, in addition to the deposit that may be required under Paragraph 4 above, equal to the estimated cost of labor and material, including the meter, required to make the service available and to subsequently remove the service. A refund shall be made when the deposit exceeds the actual cost less salvage value of materials, if any.
7. The contract between the customer and the Company covering the supply of water is not transferable to any other person, and no agent of the Company has the authority to consent in writing, or otherwise, to such a transfer.

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Issued: May 6, 2010

Effective: May 6, 2010

Issued by Robert A. Kopas, Vice President, Aqua Ohio, Inc.
In Accordance with Commission Order For Case No. 09-560-WW-AIR
Dated May 5, 2010

AQUA
Ohio

SUBSEQUENT CONNECTION

WATER SERVICE APPLICATION AND AGREEMENT

DIVISION _____ DATE _____ PERMIT NUMBER **SC**

APPLICANT(S) FOR SERVICE _____ NAME(S) OF PARTY TO BE BILLED _____

ADDRESS _____ BILLING ADDRESS _____

CITY, STATE, and ZIP CODE _____ CITY, STATE, and ZIP CODE _____

LOT NO. _____ ALLOTMENT _____

SERVICE ADDRESS _____

PHONE NO. () _____ SOCIAL SECURITY NO. _____

SUBSEQUENT CONNECTION
PER-FOOT FRONTAGE CHARGE \$ _____

RELATED FACILITIES CONTRIBUTION \$ _____

I request Aqua Ohio, Inc. to install a _____ (size) water service line
and a _____ (size) meter for the above named premises.

The Applicant agrees to pay service bills promptly as rendered and to observe the "Water Service Regulations" of the Company. HOWEVER, SIGNING OF THIS FORM BY A CUSTOMER FOR WATER SERVICE SHALL IN NO CASE BE DEEMED TO CONSTITUTE A WAIVER BY THE CUSTOMER OF ANY RIGHTS OR PRIVILEGES GRANTED OR GUARANTEED TO HIM BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

In the event that the Applicant for water service shall be entitled to refunds pursuant to the Water Company's tariff and the regulations of the Public Utilities Commission of Ohio, each such refund shall be made by check payable to the Applicant and mailed to the address set forth in this application. The Applicant hereby assigns Applicant's right to receive any such person or persons to whom Applicant shall in the future transfer and convey title to the real property bearing the address of the Applicant set forth in this Application and the Water Company shall be entitled to make refund payments thereafter to such person or persons upon application being made for water service by such person or persons. Thereafter, the Water Company shall have no further obligation to make payment of any such refunds to the Applicant. Applicant hereby acknowledges receipt from Aqua Ohio, Inc. a copy of the currently effective Ohio Administrative Code sections of the PUCO setting forth rules for Main Extensions and Subsequent Connections, and Tap-ins.

SIGNED _____ (Applicant) PREPARED BY _____

CHECK APPROPRIATE BLOCKS

<input type="checkbox"/> SINGLE RESIDENCE	<input type="checkbox"/> MULTI-UNIT	<input type="checkbox"/> INSPECTED
<input type="checkbox"/> DOUBLE RESIDENCE	<input type="checkbox"/> LONG SIDE	<input type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> APARTMENT	<input type="checkbox"/> SHORT SIDE	<input type="checkbox"/> OTHER
<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> CURB CONNECTION	

STREET OR HIGHWAY PERMIT RECEIVED

☐ CITY ☐ TOWNSHIP ☐ COUNTY ☐ STATE

DATE OF METER SETTING _____ MAKE _____ NO. _____

REMARKS _____

PINK: FILE • WHITE: DISTRIBUTION • CANARY: DISTRIBUTION

OH-8-165 REV 0905

GENERAL REGULATIONS GOVERNING SERVICE (Continued)

7. Exclusive operating control of all services from main to meter, and of meters and meter installations, is vested and shall at all times remain in the Company, and shall not be interfered with in any respect.

7A. The Company shall have the right to refuse service when protection for the water meter has not been provided.

8. When a supply of water for construction purposes is applied for, such supply shall be furnished under the regulations applicable to regular, permanent service. Special, temporary requirements for water service may be met by applying for the same at the office of the Company.

9. The customer shall not use water for any purpose or upon any premises not stated in the application for service.

10. The Company may discontinue all or any part of its service to any 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 includes no notice) will be provided.

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

- (1) For tampering with any mains, valve, 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, as defined in Section 11 of this Tariff.
- (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 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 purposes or upon any premises not stated in the application.
- (2) To prevent waste or reasonably avoidable loss of water.

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

GENERAL REGULATIONS GOVERNING SERVICE (Continued)

- (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 other violation of, or failure to comply with, the regulations of the Company other than stated in Paragraph A of this provision.
 - (3) For denial to the Company of reasonable access to the premises for purposes of inspection, reading, repairing or removing meters.
 - (4) For misrepresentation in the application as to any material fact.
 - (5) For violation of federal, state, or local laws or ordinances where such violation affects the provision of water service.
- (D) 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.
- (E) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to this tariff. The Company shall provide medical certification applications upon request of any residential customer. Customer medical certification provisions must conform with the following:
- (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) Certification 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.

GENERAL REGULATIONS GOVERNING SERVICE (Continued)

11. A customer whose service has been discontinued for non-payment of bills or for violation of, or failure to comply with, the regulations of the Company shall be reconnected by the end of the following regular company business day, after the customer:

- (1) Has paid the full amount of arrears for which service was disconnected including any required deposit and/or the reconnection charge set forth at Section 2, Sheet No. 4, Schedule D;
- (2) Has corrected any condition in violation of the regulations of the Company; or
- (3) Has entered into an agreement with the Company on a deferred payment plan and made a payment, if required, under the plan.

Service turned on at the request of a customer after normal business hours or on Saturday, Sunday or holidays, will pay, in lieu of the reconnection charge (Section 2, Sheet No. 4, Schedule D), the actual, out-of-pocket costs with estimates of such costs provided to customers requesting the reconnection, before the reconnection action.

This charge does not apply to customers who have been disconnected due to cross connections. See Section 11, Sheet No. 2, Item 1 for charges applicable to cross connections.

12. The Company may make a charge for emergency service calls on Saturday, Sunday and holidays and at other than the Company's regular business hours on all other days where the cause is not the responsibility of the Company. The charge shall be actual, out-of-pocket cost of making the call with estimates of such costs provided to customers requesting the emergency service.

13. Any employee or agent of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself, provide Company photo identification and shall state the reason for his visit. The employee or agent shall in all cases direct himself to a person holding out himself or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.

14. Any properly identified employee or agent of the Company shall, during the hours of the Company's regularly scheduled working week, be permitted to have free access to the areas of the premises and buildings supplied for the purposes of examining fixtures for health hazards and for reading, repairing, removing or installing meters. In cases of emergency, access may be required at other than the Company's regularly scheduled working week and such access shall be permitted.

15. Complaints with regard to the character of service furnished, or to the reading or registration of meters or to the bills rendered must be made to the Company's office, either orally or in writing, and such a record of such complaint will be kept by the Company, giving the name and address of such complainant, the date, the nature of the complaint, and the action taken or decision made by the Company with respect to it. Within ten business days after the date of the receipt of the complaint, the Company shall report the results to the customer, either orally or in writing. If the complainant is not satisfied with the Company's report, the customer shall be informed of the Commission's complaint handling procedures, including the then current address and toll free telephone number of the Commission's Call Center.

16. The Company reserves the right at any time to alter, amend or add to the regulations of this tariff or to substitute other regulations, and all such alterations, amendments and additions will be approved by and filed with the Public Utilities Commission of Ohio as provided by law. Unless otherwise ordered by the Commission, nothing within the Company's tariff takes precedence over the rules set forth in Chapter 4901:1-15, Ohio Administrative Code (OAC).

BILLS AND PAYMENTS FOR SERVICE

1. A customer is liable for the payment for all water and service supplied to his premises.
2. All bills for charges due to the Company shall be paid to the Company's office, or to any duly authorized agent of the Company.
3. Bills shall be mailed no later than the billing date stated on the customer's bill. Bills will be mailed or delivered to the customer at the address of the premises served, unless the customer shall, in writing, request that they shall be sent to some other address specified by him, but failure to receive a bill shall not relieve the customer from 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.
4. The late payment fee of 5% is based on current charges only and is not compounded on future delinquencies. The customer receives a six (6) day grace period (after due date) before late fees are applied. The six day grace period allows for any mail or processing delays.
5. In case a customer shall file written objection to any bill on or prior to the due date of the bill, the Company will accept payment of the bill within seven (7) calendar days after the customer has been notified of the result of the Company's investigation made in response to the complaint.
6. Bills for water service (except final bills on discontinuance of service) will be rendered monthly, 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. Bills for private fire protection service shall be rendered monthly in arrears.

BILLS AND PAYMENTS FOR SERVICE (Concluded)

7. 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 parks, public playgrounds, educational buildings, and facilities and lots or parcels of land being furnished water service solely for lawn sprinkling or other irrigation purposes, shall however, remain subject to continuous year-round charges at regular meter rates and customer charges.
8. Bills rendered upon termination of water service must be paid within fifteen (15) days from the date rendered.
9. Should the Company desire to change the billing cycle for any customer or group of customers, it shall give notice of such change to the affected customers at least thirty (30) days in advance of such change, after receiving necessary approval from the Commission.
10. A dishonored payment charge, set forth in the Schedule of Rates section of this tariff (Section 2, Sheet No. 4, Schedule D), shall be assessed with each such occurrence and shall be due and payable immediately.
11. If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty days or on the next bill. The Company shall allow a customer 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.

METERED SERVICE

1. A meter will be installed by the Company after the customer service line and plumbing have been made ready for such installation by the customer. The meter and setting shall conform to specifications as they may be prescribed by the Company and shall be operated and maintained by the Company.
2. Meters so installed shall remain the Company's property and shall not be moved or tampered with in any manner.
3. All inside meter settings shall be located in the basement, or if there is no basement, then in the first floor, as near as possible to the point of entrance of the service line, in a clean, dry safe place, not subject to great variation in temperature, so located as to be easily accessible for installation or disconnection and for reading, and suitable for the purpose. Any obstruction hindering accessibility, whether temporary or permanent, must be removed by the customer immediately upon notice by a representative of the Company.
4. Each meter shall be located at a point approved by the Company so as to measure the entire supply delivered to the premises served, and a proper place and protection for the meter so provided. A stop-cock or valve approved by the Company shall be provided on the service line on the inlet side of and near the meter, and a stop-cock or valve on the outlet side of and near the meter. A suitable check valve shall be provided between the meter and the stop-cock on the outlet side of the meter, if required by the Company to prevent water backing up through the meter. If a check valve is required; a safety valve must be inserted at some convenient point on the house piping to relieve the excess pressure due to heating water. The control of the water supply by the customer shall be by means of the separate stop-cock or valve, to be provided by the customer, located on the outlet side of the meter.
5. Curb stops and all other stop-cocks and valves between the main and meter are for the exclusive use of the Company and shall not be used by the customer for turning on or shutting off the water supply.
6. Meters will be maintained by the Company so far as ordinary wear and tear are concerned. Damages resulting from freezing within the customer's premises, hot water backflow, or negligence or purposeful act of the customer shall be paid by the customer. Costs for removing, testing, repairing and reinstalling a meter damaged by freezing, hot water or negligence or purposeful act of the customer shall be paid by the customer and shall be subject to all provisions pertaining to the collection of the water bill.
7. If the Company finds that a meter seal has been broken, or any bypass inserted, or there is other evidence that the meter has been tampered with, the water may be shut off and not turned on again until the customer shall have paid for the quantity of water which the Company estimates as having been used and not registered, plus the cost to restore the meter to proper working order, the costs of reconnection and any other related expenses.

METERED SERVICE (Continued)

8. The Company reserves the right to remove and test any meter at any time at its option and expense, and substitute another meter in its place. In case of a disputed charge for service involving a question as to the accuracy of a meter, such meter shall be removed for testing upon the request of the customer, at the expense of the Company, provided the customer does not make requests for tests more frequently than once in twelve months. In the event that a customer requests a meter test more frequently than once in twelve months, the customer shall be billed for such additional test(s) at the actual cost thereof to the Company, provided, however, that if the test shows the meter to be more than one and one half (1-1/2) percent fast or slow, no charge shall be made to the customer for such test(s). The Company shall provide a copy of the test results to the customer and shall keep a complete record of the test on file at the Company's office. In the event that the meter so tested is found to have an error in registration in excess of one and one half (1-1/2) percent, the bill shall be corrected accordingly. The correction shall apply to both over-and under-registration.

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

(b) The minimum test flow and normal test flow limits for positive displacement type cold water meters are as follows:

Nominal Meter Size	Minimum	Intermediate	Maximum
5/8"	0.25	2	15
3/4"	0.50	3	25
1"	0.75	4	40
1-1/2"	1.50	8	50
2"	2.00	15	100
3"	4.00	20	150
4"	7.00	40	200
6"	12.00	60	500

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

If manufactured on or after January 1, 1947 90%
 If manufactured prior to January 1, 1947 85%

METERED SERVICE (Continued)

- (d) All customers tested in accordance with these rules for periodic or complaint tests shall be tested in the condition as found in the customer's service prior to any alteration or adjustment in order to determine the average meter error. Tests shall be made at the intermediate and maximum rates of flow and the meter error shall be the algebraic average of the errors of the two tests.
- (e) The customer has the right to be notified of the scheduled test date and, at the customer's request, the customer or the customer's representative may be present when the meter test is performed.

9. In cases in which a meter cannot be read or read accurately, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length of service rendered to the same premises, or if it cannot be ascertained, then to similar premises.

10. In any case in which, for any cause, a customer's meter cannot be read for a period of twelve consecutive billing periods after the latest prior reading the Company may discontinue service to the customer consistent with Section 5, Paragraph 10 of this tariff. This notice will be issued after the customer is given the opportunity to provide access within seven (7) days of the mailing of a separate letter from the Company advising the customer to contact the Company to make arrangements for access. Each customer's meter will be read at least one time each year.

Sample Bill Format

Aqua Ohio, Inc.
Masury District
PO Box 281 • Struthers, OH 44471
Address Service Requested

Billing Date 03/17/10 Account Number _____
Service Address: _____

Service From	Service Days	Amount Due By 04/08/10	Amount Due After 04/08/10
01/13/10 to 03/10/10	56	\$ 58.81	\$ 61.36

Prev. Read	Curr. Read	Consumption	Amount	Code
51400 A	52900 A	1,500 CU. FT.	\$ 9.99	CC
			\$ 40.98	W
			\$ 1.71	SI
			\$ 6.13	PF

Front of Bill

1,500 CU. FT. = 11,220 gallons

Keep Top Portion 5% Late Fee After Due Date 120400 PC

By 04/08 \$ 58.81 After 04/08 \$ 61.36 S=28263 1up=840165

**Auto

FIRST-CLASS
MAIL
PRESORTED
US POSTAGE
PAID
AQUA

If you have questions about your water bill or service, please contact us at:

Tel: 877-987-2782
Fax: 866-780-8282

Email: custserv@aquaamerica.com
Pay by Phone for a fee call: 1-866-269-2908

We welcome the opportunity to work with you and will do our best to answer your questions. 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 (PUCO) 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 Ohio Consumers' Council (OCC) for assistance with complaints and utility issues at 1-877-742-6622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickoc.org.

Back of Bill

Rate Schedule Furnished Upon Request.

This bill may also be paid at an authorized Western Union agency.

Send This Portion with Your Payments to: Aqua Ohio, Inc. PO Box 281, Struthers, OH 44471

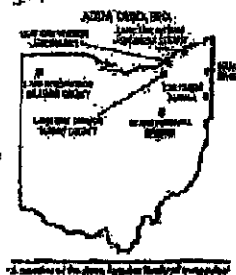
Checks must be postmarked prior to past due date or the late fee must be added.
Please DO NOT mail cash. Please DO NOT use staples or paperclips.

EXPLANATION OF CODES:

A - Actual
C - Customer Reading
CC - Customer Change
CR - Credit
D - Deposit
DM - Deduct Meter
E - Estimate
FH - Fire Hydrant

FS - Fire Service
MC - Minimum Charge
MS - Miscellaneous
P - Previous Balance
PF - Public Fire Protection
PN - Penalty
S - Sewer

SC - Service Charge
SI - SIC Charge
SO - Swapout Meter
SR - Surcharge
SW - Sewer Rate Code
TC - Turn-On Charge
W - Water



Issued: May 6, 2010

Effective: May 6, 2010

Issued by Robert A. Kopas, Vice President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated May 5, 2010 for Case No. 09-560-WW-AIR

AQUA OHIO, INC.

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

SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

Masury Division

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, 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.oh.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.
- (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) Each service line that services more than one metered dwelling must have a shut off valve for each metered service and a master shut off valve for the main service line.
 - (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.

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- (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 installed at the expense of the Company and 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.
- (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 of 5% is based on current charges only and is not compounded on future delinquencies.
 - (E) 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.
 - (F) Bills for water service (except final bills on discontinuance of service) shall be rendered monthly 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.
 - (G) 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.
 - (H) 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.
 - (I) At such time as the Company is notified of the change in tenancy or ownership 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.
 - (J) Bills rendered upon termination of the contract must be paid on or before the past due date indicated on the bill.
- (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;

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- (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 shall be notified of the scheduled test date and, at the customer's request, the customer or the customer's representative has the right to be present when the meter 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.