

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio-	)	
American Water Company to Increase Its	)	Case No. 11-4161-WS-AIR
Rates for Water and Sewer Service.	)	

**NOTICE OF SUBSTITUTION OF  
SCHEDULE E-1 AND E-2.1 TO THE  
STIPULATION AND RECOMMENDATION**

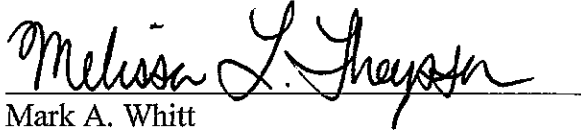
Aqua Ohio Water Company, Inc. ("Aqua") and Staff of the Public Utilities Commission of Ohio ("Staff") hereby provide notice of the substitution of Schedule E-1 and Schedule E-2.1 to the Stipulation and Recommendation ("Stipulation") with the attached Substitute Schedule E-1 and Substitute Schedule E-2.1.

Schedule E-1 and E-2.1 contained proposed rates for Aqua's Water and Sewer Service. Subsequent to the filing of the Stipulation, the Stipulating Parties determined that the rate blocks provided in Schedule E-1 needed to be amended in order to properly reflect the application of the same gallon conversion rate (.748) between the gallon rate and gallon consumption rate blocks. The Stipulating Parties also agreed that the gallon consumption rate should be changed from 1,000 to 100 gallons to conform with Aqua's tariffs. The correct rate blocks are reflected in the attached Substitute Schedule E-1 and Substitute Schedule E-2.1.

The substitution of Schedule E-1 and Schedule E-2.1 represents a minor technical change and does not alter the substantive position of any party to the Stipulation. The substitution also does not alter the total revenue Aqua will be collecting from customers.

Respectfully submitted,

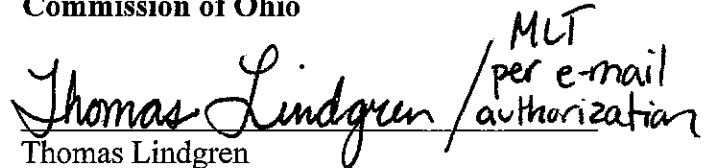
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ATTORNEYS FOR  
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**CERTIFICATE OF SERVICE**


I hereby certify that a copy of the foregoing Notice of Substitution was served by electronic mail, to the following on this 6th day of June, 2012:

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**Aqua Ohio Water Company, Inc.**  
**Case No. 11-4161-WS-AIR**  
**Substitute Schedule E-1**

**GENERAL WATER SERVICE****Available For**

All general water service Customers EXCEPT FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICT CUSTOMERS.

**Meter Rates**

The following shall be the rates for consumption:

	100 Cubic Feet Per Month	Rate Per 100 Cubic Feet	100 Gallons Per Month	Rate Per 100 Gallons
For the first	20	\$6.8610	149.6	\$0.91725
For the next	1,980	\$4.8090	14,810.4	\$0.64291
For all over	2,000	\$2.7930	14,960	\$0.37340

	100 Cubic Feet Bi-Monthly	Rate Per 100 Cubic Feet	100 Gallons Bi-Monthly	Rate Per 100 Gallons
For the first	40	\$6.8610	299.2	\$0.91725
For the next	3,960	\$4.8090	29,620.8	\$0.64291
For all over	4,000	\$2.7930	29,920	\$0.37340

**Unmetered Rates**

\$101.67 BI-MONTHLY

The Company, at its discretion, may install meters for customers on the unmetered rates. Once meters are installed, the Customers will be charged the appropriate metered rates.

**Service Charges**

These metered general water service Customers shall pay a service charge monthly, or bi-monthly, at the option of the Company, based on the size of meter installed, according to the rates set forth below:

Size of Meter	Service Charge	
	Monthly	Bi-Monthly
5/8"	\$8.55	\$17.10
3/4"	\$11.29	\$22.58
1"	\$16.76	\$33.52
1-1/2"	\$30.45	\$60.90
2"	\$46.88	\$93.76
3"	\$85.21	\$170.42
4"	\$139.97	\$279.94
6"	\$276.87	\$553.74
8"	\$441.15	\$882.30

**Surcharge**

The metered general water service Customers served by the Marion District-Marion County and Morrow County shall pay a surcharge for water softening costs. This surcharge shall be at the rate set forth below:

Surcharge per 100 cubic feet	\$0.4289
or per 100 gallons	\$0.05734

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6650 South Avenue, Boardman, Ohio 44512

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**GENERAL WATER SERVICE**

**System Improvement Charge**

All water service Customers EXCEPT FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICT CUSTOMERS will pay a System Infrastructure Improvement Charge surcharge of 0.00% to be assessed upon the total charges for water service shown on each monthly or bi-monthly bill.

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**GENERAL WATER SERVICE**  
**RATES AND CHARGES FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICTS**

**1. DOMESTIC SERVICE**

## Water Customer Charge

For 5/8" meter	\$8.55	per Month
For 3/4" meter	\$11.29	per Month
For 1" meter	\$16.76	per Month
For 1½" meter	\$30.45	per Month
For 2" meter	\$46.88	per Month
For 3" meter	\$85.21	per Month
For 4" meter	\$139.97	per Month
For 6" meter	\$276.87	per Month
For 8" meter	\$441.15	per Month

## Water Consumption Charge - Basic Water Service (applies to all customers):

First 20 Ccf	\$6.8610 per Ccf*	or per 100 gallons \$0.91725
Next 1,980 Ccf	\$4.8090 per Ccf*	or per 100 gallons \$0.64291
All over 2000 Ccf	\$2.7930 per Ccf*	or per 100 gallons \$0.37340

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.80060 per Ccf\*

Reverse Osmosis Surcharge (Huber Ridge) \$1.4179 per Ccf\*

**2. NON-DOMESTIC SERVICE:**

## Water Customer Charge

For 5/8" meter	\$8.55	per Month
For 3/4" meter	\$11.29	per Month
For 1" meter	\$16.76	per Month
For 1½" meter	\$30.45	per Month
For 2" meter	\$46.88	per Month
For 3" meter	\$85.21	per Month
For 4" meter	\$139.97	per Month
For 6" meter	\$276.87	per Month
For 8" meter	\$441.15	per Month

## Water Consumption Charge - Basic Water Service:

First 20 Ccf	\$6.8610 per Ccf*	or per 100 gallons \$0.91725
Next 1,980 Ccf	\$4.8090 per Ccf*	or per 100 gallons \$0.64291
All over 2000 Ccf	\$2.7930 per Ccf*	or per 100 gallons \$0.37340

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.80060 per Ccf\*

Reverse Osmosis Surcharge (Huber Ridge) \$1.4179 per Ccf\*

\*1 Ccf = 100 cubic feet

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**GENERAL SEWER SERVICE  
RATES AND CHARGES FOR FRANKLIN AND PORTAGE COUNTY DISTRICTS**

**1. DOMESTIC AND NON-DOMESTIC SERVICE**

Sewer Customer Charge - Applicable to Customers who only receive Sewer Service:

For 5/8" meter	\$8.55	per Month
For 3/4" meter	\$11.29	per Month
For 1" meter	\$16.76	per Month
For 1 1/2" meter	\$30.45	per Month
For 2" meter	\$46.88	per Month
For 3" meter	\$85.21	per Month
For 4" meter	\$139.97	per Month
For 6" meter	\$276.87	per Month
For 8" meter	\$441.15	per Month

Sewer Consumption Charge:

First 13.33 cubic feet	\$9.1980	per Ccf*
or per 100 gallons	\$1.22968	
Next 586.67 cubic feet	\$6.3210	per Ccf *
or per 100 gallons	\$0.84505	
Over 600 cubic feet	\$2.4670	per Ccf *
or per 100 gallons	\$0.32981	

Domestic Customers without the Company's Water Service	\$54.83	per Month
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Charges for sewer service will be comprised of the applicable Sewer Customer Charge and the Sewer Consumption Charge calculated on the number of metered or estimated units at the appropriate rate block in accordance with the Summer/Winter Usage Formula.

\*1 Ccf = 100 cubic feet

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**OPTIONAL BUDGET BILLING**

Residential customers receiving bi-monthly bills may request a monthly budget bill to be rendered for the first month of the two-month billing period. Budget bills shall be for amounts approximately equivalent to the charges for an average month's consumption and bills based on meter readings shall be for water actually consumed, with credit allowances for payment of budget bills. Any Customer failing to pay monthly budget bills four times in any twelve-month period will be removed from the monthly billing status.

**RECONNECTION CHARGES**

A charge of seventy dollars and eighty-three cents (\$70.83) will be made for reconnection of water and/or sewer service after discontinuance of service for non-compliance with the Company's tariff provisions, except that the charge for any service turned on at the request of a Customer after regular business hours or on Saturdays, Sundays or holidays, will be the actual cost incurred by the Company.

**DISHONORED PAYMENT CHARGE**

Provided a customer's payment from the customer's approved financial institution account is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of eighteen dollars and seventy-three cents (\$18.73) will be assessed to cover the cost of processing this transaction.

This charge may be reflected, at the Company's option, when the Company notifies the customer or may be charged on the Customer's next billing.

**LATE PAYMENT CHARGE**

A late payment charge will be added to a Customer's account if that Customer's bill is not paid within 20 days after the bill was rendered. The bill shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. The late payment charge will equal five (5%) percent of the bill amount. The late payment charge will be based on current charges only. The late payment charge shall not be compounded on future delinquencies. This late payment charge provision is applicable to bills for General Water and Sewer Service under Sheet Nos. 1, 2, 3, 4, 5 and Private Fire Service under Sheet No. 7.

**ACCOUNT ACTIVATION CHARGE**

An account activation charge of twenty-five dollars and ninety-one cents (\$25.91) will be charged for a service connection during the Company's regular business hours.

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**GENERAL WATER SERVICE LARGE QUANTITY USERS****Available For**

All new and existing general water service customers (1) whose average consumption exceeds 1,200,000 cubic feet (9,000,000 gallons) per month, regardless of meter size, (2) are located adjacent to a water distribution main that is adequate and suitable for supplying the requested service, and (3) who agree to be bound by the terms of this tariff sheet for an initial period of twelve months.

**Special Terms and Conditions**

In order to qualify for the water rates provided on this sheet, the customer agrees:

- 1) To establishment of an Annual Base Period water usage level for one-year pricing purposes that is equal to the average of the customer's most recent two calendar years' total water purchases, or for new customers, from estimates agreed to by the customer and the company;
- 2) To guarantee to purchase, or pay for, on a monthly basis and as a Minimum Monthly, an amount of water equal to 6% per month of the Annual Base Period water usage level, as determined above;
- 3) That the cost of Minimum Monthly purchases shall be determined as of the date service commences under this tariff, and shall be priced at the current General Water Service volumetric rates for such purchase levels;
- 4) That water purchases under this tariff shall be for an initial period of twelve months, but may be continued under this tariff (with annual review and reestablishment, when appropriate, of the customer's Annual Base Period water usage level) unless terminated by either party after thirty days' advance written notice. Water purchases under this tariff may be adjusted for succeeding tariff pricing changes; however, all such tariff pricing changes will only be changed under direction of the Public Utilities Commission of Ohio;
- 5) When a customer elects to avail itself of this tariff, such customer shall remain so classified for a period of at least twelve months. Should such customer elect to leave this tariff, it shall not again be permitted to avail itself of this tariff until at least twelve months have elapsed but, during such period, such customer shall obtain service under the regular tariff for General Water Service; and
- 6) That other general terms and conditions of water service in effect shall also be effective for service under this tariff sheet.

**Water Rates**

Monthly water purchases in excess of the Minimum Monthly purchase levels described in item (2) above, which do not exceed the monthly average usage of the Annual Base Period water usage level by more than two times, will be priced at a rate of \$1.36 per hundred cubic feet. The softening surcharge set forth in the General Water Service tariffs for customers in the Marion District-Marion County will be added to the rate per hundred cubic foot previously stated, for customers in that District.

Monthly water purchases, which exceed the monthly average usage of the Annual Base Period water usage, level, as described in item (1) above, by more than two times, will be paid for at the volumetric rates applicable for General Water Service.

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**PRIVATE FIRE SERVICE**

The rates for private fire service are based upon the size of the service, and no additional charges will be made for fire hydrants, hose connections, sprinkler systems, or standpipes connected to and supplied by such private fire services.

<u>Size of Service</u>	<u>Rate Per Month</u>	<u>Rate Per Annum</u>
2" Diameter & smaller	\$10.14	\$121.68
2-1/2" Diameter	\$15.90	\$190.80
3" Diameter	\$22.82	\$273.84
4" Diameter	\$40.54	\$486.48
6" Diameter	\$91.29	\$1,095.48
8" Diameter	\$162.35	\$1,948.20
10" Diameter	\$253.64	\$3,043.68
12" Diameter	\$365.22	\$4,382.64

This Private Fire Service rate applies to all the Company Customers. At the inception of this revised tariff provision, current Private Fire Service customers in Franklin and Portage Counties will remain on the grandfathered sprinkler head rate of \$1.24 per month if the service line rate would produce a higher rate to the customer than the sprinkler head rate. Customers will be entitled to receive the grandfathered rate only as long as the customer receives the same private fire service as received at the time the sprinkler head rate was grandfathered. Eligible customers in Franklin and Portage Counties will continue to pay the grandfathered rate of \$1.24 per sprinkler head until the Commission sets a different rate or the rate is eliminated.

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7. SERVICES INSTALLED IN ADVANCE OF PAVING

If any governmental unit should require owners of vacant lots to install service pipes to the curb in advance of paving, and if such owners will pay the Company the cost of installing such service pipes, the company will install such pipes and will refund such cost, without interest thereon, when improvements are made that require the use of such pipes; provided, however, that in case title to the premises is later transferred through sale or otherwise, all or any part of the deposit not then refunded shall automatically become a credit to the account of the succeeding owner or owners, to be refunded in like manner.

8. METERS

- (A) Water will be sold by meter measurement only, except for flat service customers in the Mansfield District and except that Customers having special connections and receiving service under an "Application for Private Fire Protection Service" shall pay for such service in accordance with the applicable Schedule of Rates.

The Company shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. If access is unobtainable on a quarterly basis, The Company shall read each customer's meter at least once per year pursuant to Rule 4901:1-15-19(A).

- (B) All meters, except detector devices and/or fire service line meters, or except as otherwise elsewhere provided in these tariff provisions, shall be furnished, installed, maintained, tested, repaired, removed and replaced only by and at the expense of the Company and shall remain its property; but in case of damage to any such meter by reason of any act, neglect or omission on the part of the Customer (such as damages occasioned by fire, frost, hot water, accident or misuse) the customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (C) No meter may be used to service more than one premises. Meters will be furnished and placed by the Company. The Company shall make the initial determination of the size of the meter but will not install the meter until notice and an opportunity to object is given to the Customer. The meter size shall be mutually agreed upon at the time of application for water and/or sewer service.

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8. METERS (Cont.)

- (G) Separate premises shall be separately metered and billed. As a general rule, only one premises shall be supplied through one meter or meter setting. For good cause, the Company may permit more than one service line meter or meter setting.
- (H) The Company will, at its own cost and expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make request for tests more frequently than once in three (3) years. In the event that a Customer should request a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test or tests 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 per cent (1-1/2%) fast or slow, no charge shall be made to the Customer for such test or tests. A report giving the results of such tests will be made to the Customer, and a complete record of the same will be kept on file in the office of the Company for a period of not less than three (3) years.
1. The Company shall test the meter within thirty (30) days following the Customer's request.
  2. The Customer has the right to be notified of the scheduled test date.
  3. The Customer or the Customer's representative may be present when the meter test is performed.
  4. The Company shall provide the Customer the on-site test results at the time of the test and any associated billing adjustments in writing.
- (I) Meter readings in units of hundred cubic feet are converted to units of thousand gallons for billing purposes if the existing schedule of charges is stated in gallon units. The factor used for making the conversion from hundred cubic feet to thousand gallons is based on the use of one cubic foot as being equivalent to seven and one half (7.4805) gallons.
- (J) The Company reserves the right to put seals on any meter, or on its couplings in and for any premises, and may discontinue service if such seals are found broken or removed in accordance with Section 13.
- (K) No Customer shall remove or cause or permit the removal of a meter by his agents once it has been placed, and any change in location of the meter desired by the Customer shall first be approved by the Company in writing, but shall be made by the Customer at his own cost and expense.

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

## (A) (Cont.)

The Company may use a credit check, pursuant to (B)(2) below, as the first criterion by which an applicant may establish financial responsibility. If the results of the credit check, at the time of the application do not establish financial responsibility for the applicant or the applicant refuses to provide his/her social security number, the Company will then advise the applicant of each of the remaining criteria available under section (B) below to establish financial responsibility.

(B) Pursuant to Rule 4901:1-17-03(A) of the Ohio Administrative Code, a Customer's financial responsibility will be deemed established if the Customer meets one of the following criteria:

- (1) The Customer is the owner of the premises to be served or of other real estate within the territory served by the Company and has demonstrated financial responsibility, under either of the following conditions:
  - (a) With respect to that property, if the applicant owns only the premises to be served.
  - (b) With respect to any other real estate within the service territory served by the Company, if the applicant owns multiple properties.
- (2) The Applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the Company. The Company may request the Applicant's social security number in order to obtain credit information and to establish identity. The Company may not refuse to provide service if the Applicant elects not to provide his/her social security number. If the Applicant declines the Company's request for a social security number, the Company shall inform the Applicant of all other options for establishing creditworthiness.
- (3) The Applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility company 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 and provided further that the financial responsibility of the Applicant is not otherwise impaired.
- (4) The Applicant makes a cash deposit to secure payment of bills for the Company's service as set forth in Section 11(A) above.

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

- (d) When a guarantor's utility service is subject to disconnection or if the guarantor submits a written request to the Company for release of financial responsibility of the Customer's account, the Company will:
    - i. advise the Customer who provided the guarantor, within 10 calendar days, that the guarantor's responsibility to the customer's account will end by a specific date (30 days from the date of the notice to the guaranteed customer); and
    - ii. advise the Customer that, prior to the specific end date stated in the notice, he/she must reestablish credit through one of the alternative means set forth in this paragraph (B), or be subject to disconnection in accordance with Chapter 4901:1-15, Administrative Code.
- (C) To establish creditworthiness or reestablish creditworthiness after disconnection, the Company may require a Customer to make a deposit or an additional deposit on an account if:
  - (1) the Customer's credit history with the Company to reestablish a preexisting account merits a deposit,
  - (2) the Customer has not made a full payment or payment arrangement for any bill containing a previous balance for water or sewer service, based upon the totality of the Customer's circumstances, or
  - (3) the Customer has been disconnected for nonpayment, a fraudulent act, tampering, or unauthorized reconnection, if the Applicant was a Customer of the Company during the preceding twelve months.
- (D) The Company shall promptly refund a Customer's deposit, including any accrued interest, and, if applicable, notify the Customer's guarantor in writing within thirty days of the guarantor's release from further responsibility, if the Customer:
  - (1) has paid his/her bills for service for twelve consecutive months without having service disconnected for nonpayment
  - (2) has not failed to pay by the due date more than two occasions during the preceding twelve months, and
  - (3) is not delinquent paying his/her bill at the time of the deposit review.

The Company shall also promptly return the deposit, plus any accrued interest, to the Customer upon the Customer's request at any time the Customer's credit has been otherwise established or reestablished in accordance with Paragraph (B) of this section.

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

After disconnecting service, the Company shall also promptly apply a customer's deposit, including any accrued interest, to the customer's final bill and refund the remaining deposit, plus any accrued interest, if the remaining refund is one dollar or greater. The Company will not pay any additional interest on the Customer's deposit if it made reasonable efforts to refund the deposit to the Customer.

- (E) The Customer's deposit shall accrue interest at a rate of at least three percent (3%) per annum held for one hundred eighty days or longer.
- (F) The establishment of credit under this provision shall not relieve the applicant or customer from compliance with the regulations of the Company regarding advance payments and payment of bills by the due date, and shall not modify any regulations of the Company as to the discontinuance of service for nonpayment.
- (G) Upon default by a customer who has furnished a guarantor as provided in paragraph (B)(5) of this provision, the Company may pursue collection actions against the defaulting Customer and the guarantor in the appropriate court, or the Company may transfer the defaulting Customer's bill to the guarantor's account. The defaulted amount transferred to the guarantor's account shall not be greater than the amount billed to the defaulting customer for sixty days of service or two monthly bills. After thirty days from the transfer, the Company may make the guarantor subject to disconnection procedures, if the amount transferred still remains unpaid.
- (H) An applicant who owes an unpaid bill for previous residential service, whether the bill is owed as a result of service provided to that applicant or is owed under a guarantor agreement, shall not have satisfactorily established or reestablished his/her financial responsibility as long as the bill remains unpaid.

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13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont'd)

(C) The Company may disconnect service to a Customer after at least twenty-four (24) hours prior written notice for any of the following reasons:

- I. For the use of water and/or sewer for any purpose not stated in the Customer's application, or for the use of service upon any premises not stated in such application; or
- II. 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 that time, the notice shall be securely attached to the premises in a conspicuous manner.

(D) In all other instances the Company will not discontinue the service of any Customer, unless written notice of at least fifteen (15) days is given following twenty-two (22) days from the submission of any bill, mailed to such Customer at his address, or personally delivered to the customer's premise, advising the Customer of the reason for disconnection and recommending that the customer call the company regarding a deferred payment plan. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner. Subject to the foregoing provisions, service rendered under any application, contract, or agreement may be discontinued by the Company for any of the following reasons:

- I. 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;
- II. For any violation of, or failure to comply with the provisions of the Company's tariff other than stated in Section 13 (B);
- III. For misrepresentation in the application as to any material fact;
- IV. For denial to the Company of reasonable access to the premises for the purpose of reading, inspection, replacement, or maintenance of the meter; or
- V. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

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ISSUED BY: EDMUND P. KOLODZIEJ, PRESIDENT  
Aqua Ohio Water Company, Inc.  
6650 South Avenue, Boardman, Ohio 44512

## 13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

- (G) In cases where plumbing has been installed prior to adoption of and not in accordance with these provisions, and water is being taken through a single service pipe to supply two or more premises, the party making application shall be responsible for all water bills and other proper charges. Any violation of the Company's tariff provisions with reference to either or any of the said premises or for the supply of water thereto, shall be deemed a violation as to all, and the Company may enforce compliance with these provisions by shutting off the entire service; except that such action will not be taken until the Customer who is not in the violation of the Company's tariff provisions, has been given written notice of at least fifteen (15) days and opportunity to attach his pipes to a separately controlled curb stop cock or meter setting to be provided by and at the expense of the Company.
- (H) Discontinuing water and/or sewer service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.
- (I) Pursuant to Rule 4901:1-15-27 Ohio Administrative Code, the disconnect notice will clearly state all of the following:
- (1) The earliest date when disconnection could occur.
  - (2) The reason(s) for disconnection.
  - (3) The action the customer must take in order to avoid the disconnection.
  - (4) The total amount required to be paid, which shall not be greater than the past due balance.
  - (5) The address and local or toll-free telephone number of the office of the Company that the customer may contact in reference to his or her account.
  - (6) The current address and local or toll-free telephone number of the call center of the commission and a statement that commission staff is available to render assistance with unresolved complaints, as well as the contact information for the Ohio Consumers' Counsel and a statement that it is available to render assistance with unresolved complaints of residential customers.
  - (7) A statement that failure to pay the amount required by the date specified on the notice may result in an additional charge for reconnection.
- (J) If a landlord is responsible for payment of the bill, notice of disconnection of service shall be given to the consumer at least ten days before disconnection could occur. In a multiunit dwelling, written notice shall be placed in a conspicuous place.

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13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

- (K) The Company shall provide disconnection of service notice to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- (L) The Company will comply with the conditions set forth in this tariff, may disconnect service during its normal business hours as stated in its tariff; however, no disconnection for past due bills or for not making a deposit as required may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (M) On the day of disconnection of service, the Company shall provide the Customer with personal notice. If the Customer is not at home, the Company shall provide personal notice to an adult consumer. If neither the Customer nor an adult consumer is at home, the Company shall attach written notice to the premises in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the premises may or may not, at the discretion of the Company, be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following::
- (1) Accept payment in lieu of termination.
  - (2) Dispatch an employee to the premises to accept payment.
  - (3) Make available to the customer a means to avoid disconnection.
- (N) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to the certification provisions contained in Chapter 4901:1-15-27(I) of the Ohio Administrative Code.

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Aqua Ohio Water Company, Inc.  
6650 South Avenue, Boardman, Ohio 44512

### **Notification of Customer Rights**

Our office representatives are available to assist you with any questions you may have about your service. Each Customer inquiry is handled in a responsible manner with attention and care. Every effort is made to provide you with a prompt response to your inquiry. If you are not satisfied with your situation please contact the Customer Service Center at 1-877-987-2782, Monday to Friday, 7:30 a.m. to 5:00 p.m. You may also contact Aqua Ohio Water Company (Aqua Ohio) in writing at the following address: Aqua Ohio, 762 West Lancaster Ave., Bryn Mawr Pennsylvania, 19010.

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) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

The PUCO has adopted a comprehensive set of standards for water and sewer disposal system companies. A copy of these standards is available by contacting Aqua Ohio or the PUCO. A copy of Aqua Ohio's rates and tariff provisions are available for review upon request at our offices or from the PUCO.

The Customer has a right to see a proper Company photo identification and to know the reason(s) for the visit whenever a Company employee(s) or agent(s) seek access to the Customer's premises.

### **ARRANGING FOR SERVICE**

#### **Establishing Credit**

The Company will establish a residential Customer's credit worthiness, as set forth in chapter 4901:1-17 of the Ohio Administrative Code.

Aqua Ohio will require, in accordance with PUCO rules, new Customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if: a) the Customer owns the property being served or other real estate in the service territory; or b) the Customer demonstrates that he/she is a satisfactory credit risk; or c) the Customer has a history of timely paying the bills of a similar utility; or d) the Customer provides a guarantor; or e) the Customer provides a security deposit.

**Deposits**

Deposits may be required from any Customer in an amount not to exceed one twelfth (1/12) of the estimated charge for all service for the ensuing twelve (12) months, plus 30 percent of the monthly estimated charge.

After discontinuing service, Aqua Ohio will promptly apply of the Customer's deposit, including accrued interest to the final bill. A transfer of service from one location to another within the service area does not prompt a refund of the deposit. The deposit will be refunded if the Customer has: 1) paid his/her bills for service for twelve (12) consecutive months without having had a service disconnection for nonpayment; 2) not had more than two occasions on which his/her bill was not paid by the due date; and 3) not been delinquent in the payment of his/her bills. Aqua Ohio will promptly return a Customer's deposit, plus any accrued interest, upon the Customer's request at any time the Customer's credit has been otherwise established, or reestablished.

**YOUR RESPONSIBILITIES AND OURS**

The Customer will install, if not already installed, and maintain at his/her own expense all customer service lines in the premises, and the Company shall own and maintain at its expense all mains and other facilities used in rendering service.

**PAYMENT OF BILLS**

All bills for water and/or sewer service are due and payable at the time specified on the bill. If your bill is not paid within 20 days after the bill was rendered, the Customer will be charged a late payment charge of five (5%) percent of the bill amount. The late payment charge will be based on current charges only. If payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of \$18.73 will be assessed to cover the cost of processing. Failure to pay will render the Customer subject to discontinuance of service.

**DISCONNECTING YOUR SERVICE**

We may disconnect your service without your request and without prior notice only for the following reasons:

1. For tampering with any main, or other appliance under the control of, or belonging to, the Company;
2. For connecting the customer service line, or any pipe directly or indirectly connected to it, to any lines or pipes carrying or which are in a position to carry, clean waters, other nonsewage wastes, or unacceptable sewage; or
3. For any other violation of, or failure to comply with, the Company's tariff provisions, which may, in the opinion of the Company or any public authority, create an emergency situation.

We may disconnect your service after at least twenty-four (24) hours prior written notice for any of the following reasons:

- (a) For use of water and/or sewer service not stated in your application for service, or for the use of service upon any premises not stated in such application; or
- (b) 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 that time, the notice shall be securely attached to the premises in a conspicuous manner.

We may disconnect your service upon 15 days written notice for any of the following reasons:

1. For non-payment of any tarified charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
2. For any violation of, or failure to comply with, the Company's tariff other than for those reasons where no notice is required;
3. For misrepresentation in the application as to any material fact;
4. For denial to the company of reasonable access to the premises for the purpose of inspection; or
5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service.

Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health. You must have a form, which can be obtained from 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.

If service has been disconnected prior to receipt of the medical certification, service shall be restored upon receipt of the medical certification form.

The medical certification shall prohibit the disconnection for thirty (30) 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. The total certification period is not to exceed ninety days in any 12 month period.

**RECONNECTION OF SERVICE**

The Company may require a customer to make a deposit or an additional deposit on an account, as set forth in Rule 4901:1-17-04, O.A.C., to reestablish creditworthiness. The customer may also reestablish creditworthiness by providing a guarantor, as set forth in Rule 4901:1-15-28 and Rule 4901:1-17-03(A)(5), O.A.C. If service has been discontinued, there will be a service reconnection charge of \$70.83.

When water and/or sewer service to a premises has been terminated for any reason, other than for temporary vacancy, it will be renewed only upon the acceptance of a new application and after the conditions, circumstances or practices which caused the water and/or sewer service to be discontinued are corrected to the satisfaction of the Company, and upon payment, or provision for payment under a deferred payment plan agreement, of all charges due and payable by the Customer.

In order to guarantee the reinstatement of service the same day on which payment is made, both of the following conditions must apply:

1. You must notify the Company no later than 12:30 p.m., and you must make payment or provide proof of payment; and
2. If reconnection occurs after normal Company business hours, you will be responsible for the reconnection charge that is based upon the out-of-pocket expense of the Company.

**TESTING OF METER**

Aqua Ohio will, at its own expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make a request for tests more frequently than once in three (3) years. If the Customer makes a request for a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test(s) at the actual cost to the Company. However, if the test shows the meter to be more than 1 ½ % fast or slow, no charge shall be made to the Customer for such test. Aqua Ohio or the Customer may request that a meter test be performed in the presence of a Commission staff member. The Customer also has the right to be present.

The Company shall test the meter within thirty (30) days following the Customer's request. The Customer has the right to be notified of the scheduled test date. The Customer or the Customer's representative may be present when the meter test is performed. The Company shall provide the Customer the on-site test results at the time of the test.

**Aqua Ohio Water Company, Inc.**  
**Case No. 11-4161-WS-AIR**  
**Substitute Schedule E-2.1**



### GENERAL WATER SERVICE

#### Available For

All general water service Customers EXCEPT FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICT CUSTOMERS.

#### Meter Rates

The following shall be the rates for consumption:

	100 Cubic Feet Per Month	Rate Per 100 Cubic Feet	1001,000 Gallons Per Month	Rate Per 1,000,000 Gallons	
For the first	20	<del>\$5.7412</del> \$6.8610	<del>149.645</del>	<del>\$7.6549</del> \$0.91725	(I)
For the next	1,980	<del>\$3.9705</del> \$4.8090	<del>14,810.41485</del>	<del>\$5.2940</del> \$0.64291	(I)
For all over	2,000	<del>\$2.1115</del> \$2.7930	<del>14,9604,500</del>	<del>\$2.8153</del> \$0.37340	(I)

	100 Cubic Feet Bi-Monthly	Rate Per 100 Cubic Feet	1001,000 Gallons Bi-Monthly	Rate Per 1,000,000 Gallons	
For the first	40	<del>\$5.7412</del> \$6.8610	<del>299.230</del>	<del>\$7.6549</del> \$0.91725	(I)
For the next	3,960	<del>\$3.9705</del> \$4.8090	<del>29,620.82,970</del>	<del>\$5.2940</del> \$0.64291	(I)
For all over	4,000	<del>\$2.1115</del> \$2.7930	<del>29,9203,000</del>	<del>\$2.8153</del> \$0.37340	(I)

#### Unmetered Rates

~~\$84.75~~ \$101.67 BI-MONTHLY (I)

The Company, at its discretion, may install meters for customers on the unmetered rates. Once meters are installed, the Customers will be charged the appropriate metered rates.

#### Service Charges

These metered general water service Customers shall pay a service charge monthly, or bi-monthly, at the option of the Company, based on the size of meter installed, according to the rates set forth below:

Size of Meter	Service Charge		
	Monthly	Bi-Monthly	
5/8"	<del>\$9.51</del> \$8.55	<del>\$19.02</del> \$17.10	(R)
3/4"	<del>\$12.05</del> \$11.29	<del>\$24.10</del> \$22.58	(R)
1"	<del>\$17.90</del> \$16.76	<del>\$35.80</del> \$33.52	(R)
1-1/2"	<del>\$32.53</del> \$30.45	<del>\$65.06</del> \$60.90	(R)
2"	<del>\$50.09</del> \$46.88	<del>\$100.18</del> \$93.76	(R)
3"	<del>\$91.04</del> \$85.21	<del>\$182.08</del> \$170.42	(R)
4"	<del>\$149.56</del> \$139.97	<del>\$299.12</del> \$279.94	(R)
6"	<del>\$295.84</del> \$276.87	<del>\$591.68</del> \$553.74	(R)
8"	<del>\$471.38</del> \$441.15	<del>\$942.76</del> \$882.30	(R)

#### Surcharge

The metered general water service Customers served by the Marion District-Marion County and Morrow County shall pay a surcharge for water softening costs. This surcharge shall be at the rate set forth below:

Surcharge per 100 cubic feet	<del>\$0.3415</del> \$0.4289	(I)
or per 1001,000 gallons	<del>\$0.4553</del> \$0.05734	(I)

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ISSUED BY: ~~DAVID K. LITTLE~~ EDMUND P. KOLODZIEJ, PRESIDENT  
Ohio American Water Company Aqua Ohio Water Company, Inc.  
365 East Center Street, Marion, Ohio 43302 6650 South Avenue, Boardman, Ohio 44512

**GENERAL WATER SERVICE**

**System Improvement Charge**

All water service Customers EXCEPT FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICT CUSTOMERS will pay a System Infrastructure Improvement Charge surcharge of 3-000.00% (R) to be assessed upon the total charges for water service shown on each monthly or bi-monthly bill.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

## GENERAL WATER SERVICE

## RATES AND CHARGES FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICTS

## 1. DOMESTIC SERVICE

## Water Customer Charge

For 5/8" meter	<del>\$9.51</del> \$8.55	per Month	(R)
For 3/4" meter	<del>\$12.05</del> \$11.29	per Month	(R)
For 1" meter	<del>\$17.90</del> \$16.76	per Month	(R)
For 1 1/2" meter	<del>\$32.53</del> \$30.45	per Month	(R)
For 2" meter	<del>\$50.09</del> \$46.88	per Month	(R)
For 3" meter	<del>\$91.04</del> \$85.21	per Month	(R)
For 4" meter	<del>\$149.56</del> \$139.97	per Month	(R)
For 6" meter	<del>\$295.84</del> \$276.87	per Month	(R)
For 8" meter	<del>\$471.38</del> \$441.15	per Month	(R)

## Water Consumption Charge - Basic Water Service (applies to all customers):

First 20 Ccf	<del>\$5.7412</del> \$6.8610	per Ccf* or per 1001,000 gallons	<del>\$7.6549</del> \$0.91725	(I)
Next 1,980 Ccf	<del>\$3.9118</del> \$4.8090	per Ccf* or per 1001,000 gallons	<del>\$5.2157</del> \$0.64291	(I)
All over 2000 Ccf	<del>\$2.1115</del> \$2.7930	per Ccf* or per 1001,000 gallons	<del>\$2.8153</del> \$0.37340	(I)

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) ~~\$0.5745~~ \$0.80060 per Ccf\* (I)Reverse Osmosis Surcharge (Huber Ridge) ~~\$1.4994~~ \$1.4179 per Ccf\* (I)

## 2. NON-DOMESTIC SERVICE:

## Water Customer Charge

For 5/8" meter	<del>\$9.51</del> \$8.55	per Month	(R)
For 3/4" meter	<del>\$12.05</del> \$11.29	per Month	(R)
For 1" meter	<del>\$17.90</del> \$16.76	per Month	(R)
For 1 1/2" meter	<del>\$32.53</del> \$30.45	per Month	(R)
For 2" meter	<del>\$50.09</del> \$46.88	per Month	(R)
For 3" meter	<del>\$91.04</del> \$85.21	per Month	(R)
For 4" meter	<del>\$149.56</del> \$139.97	per Month	(R)
For 6" meter	<del>\$295.84</del> \$276.87	per Month	(R)
For 8" meter	<del>\$471.38</del> \$441.15	per Month	(R)

## Water Consumption Charge - Basic Water Service:

First 20 Ccf	<del>\$5.7412</del> \$6.8610	per Ccf*	or per 1001,000 gallons	<del>\$7.6549</del> \$0.91725	(I)
Next 1,980 Ccf	<del>\$3.9118</del> \$4.8090	per Ccf*	or per 1001,000 gallons	<del>\$5.2157</del> \$0.64291	(I)
All over 2000 Ccf	<del>\$2.1115</del> \$2.7930	per Ccf*	or per 1001,000 gallons	<del>\$2.8153</del> \$0.37340	(I)

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) ~~\$0.5745~~ \$0.80060 per Ccf\* (I)Reverse Osmosis Surcharge (Huber Ridge) ~~1.4994~~ \$1.4179 per Ccf\* (R)

Charges for water service will be comprised of the applicable Water Customer Charge plus the Water Consumption Charge calculated on the number of metered or estimated units at the appropriate rate block for non-softened water (basic water service), plus any surcharges for softened water, reverse osmosis treated water or purchased water in Portage County.

\*1 Ccf = 100 cubic feet

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Ohio American Water Company Aqua Ohio Water Company, Inc.

365 East Center Street, Marion, Ohio 43302 6650 South Avenue, Boardman, Ohio 44512

**GENERAL SEWER SERVICE  
RATES AND CHARGES FOR FRANKLIN AND PORTAGE COUNTY DISTRICTS**

1. DOMESTIC AND NON-DOMESTIC SERVICE

Sewer Customer Charge - Applicable to Customers  
who only receive Sewer Service:

For 5/8" meter	<del>\$9.51</del> \$8.55	per Month	(R)
For 3/4" meter	<del>\$12.05</del> \$11.29	per Month	(R)
For 1" meter	<del>\$17.90</del> \$16.76	per Month	(R)
For 1 1/2" meter	<del>\$32.53</del> \$30.45	per Month	(R)
For 2" meter	<del>\$50.09</del> \$46.88	per Month	(R)
For 3" meter	<del>\$91.04</del> \$85.21	per Month	(R)
For 4" meter	<del>\$149.56</del> \$139.97	per Month	(R)
For 6" meter	<del>\$295.84</del> \$276.87	per Month	(R)
For 8" meter	<del>\$471.38</del> \$441.15	per Month	(R)

Sewer Consumption Charge:

First 13.33 cubic feet	<del>\$8.8358</del> \$9.1980	per Ccf*	(I)
or per 1004,000 gallons	<del>\$11.7811</del> \$1.22968		(I)
Next 586.67 cubic feet	<del>\$5.8920</del> \$6.3210	per Ccf *	(I)
or per 1004,000 gallons	<del>\$7.8560</del> \$0.84505		(I)
Over 600 cubic feet	<del>\$2.3000</del> \$2.4670	per Ccf *	(I)
or per 1004,000 gallons	<del>\$3.0667</del> \$0.32981		(I)

Domestic Customers without Ohio American the Company's Water Service	<del>\$52.54</del> \$54.83	per Month	(I)
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Charges for sewer service will be comprised of the applicable Sewer Customer Charge and the Sewer Consumption Charge calculated on the number of metered or estimated units at the appropriate rate block in accordance with the Summer/Winter Usage Formula.

\*1 Ccf = 100 cubic feet

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Ohio American Water Company-Aqua Ohio Water Company, Inc.  
365 East Center Street, Marion, Ohio 43302 6650 South Avenue, Boardman, Ohio 44512

### **OPTIONAL BUDGET BILLING**

Residential customers receiving bi-monthly bills may request a monthly budget bill to be rendered for the first month of the two-month billing period. Budget bills shall be for amounts approximately equivalent to the charges for an average month's consumption and bills based on meter readings shall be for water actually consumed, with credit allowances for payment of budget bills. Any Customer failing to pay monthly budget bills four times in any twelve-month period will be removed from the monthly billing status.

### **RECONNECTION CHARGES**

A charge of ~~seventy dollars and eighty-three cents (\$70.83)~~ ~~sixty-one dollars (\$61.00)~~ will be made for reconnection of water and/or sewer service after discontinuance of service for non-compliance with the Company's tariff provisions, except that the charge for any service turned on at the request of a Customer after regular business hours or on Saturdays, Sundays or holidays, will be the actual cost incurred by the Company.

### **DISHONORED PAYMENT CHARGE**

Provided a customer's payment from the customer's approved financial institution account is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of ~~seventeen dollars and twenty-five cents (\$17.25)~~ eighteen dollars and seventy-three cents (\$18.73) will be assessed to cover the cost of processing this transaction.

This charge may be reflected, at the Company's option, when the Company notifies the customer or may be charged on the Customer's next billing.

### **LATE PAYMENT CHARGE**

A late payment charge will be added to a Customer's account if that Customer's bill is not paid within 20 days after the bill was rendered. The bill shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. The late payment charge will equal five (5%) percent of the bill amount. The late payment charge will be based on current charges only. The late payment charge shall not be compounded on future delinquencies. This late payment charge provision is applicable to bills for General Water and Sewer Service under Sheet Nos. 1, 2, 3, 4, 5 and Private Fire Service under Sheet No. 7.

### **ACCOUNT ACTIVATION CHARGE**

An account activation charge of ~~twenty-five dollars and ninety-one cents (\$25.91)~~ ~~twenty-three dollars and ten cents (\$23.10)~~ will be charged for a service connection during the Company's regular business hours.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

## GENERAL WATER SERVICE LARGE QUANTITY USERS

### Available For

All new and existing general water service customers (1) whose average consumption exceeds 1,200,000 cubic feet (9,000,000 gallons) per month, regardless of meter size, (2) are located adjacent to a water distribution main that is adequate and suitable for supplying the requested service, and (3) who agree to be bound by the terms of this tariff sheet for an initial period of twelve months.

### Special Terms and Conditions

In order to qualify for the water rates provided on this sheet, the customer agrees:

- 1) To establishment of an Annual Base Period water usage level for one-year pricing purposes that is equal to the average of the customer's most recent two calendar years' total water purchases, or for new customers, from estimates agreed to by the customer and the company;
- 2) To guarantee to purchase, or pay for, on a monthly basis and as a Minimum Monthly, an amount of water equal to 6% per month of the Annual Base Period water usage level, as determined above;
- 3) That the cost of Minimum Monthly purchases shall be determined as of the date service commences under this tariff, and shall be priced at the current General Water Service volumetric rates for such purchase levels;
- 4) That water purchases under this tariff shall be for an initial period of twelve months, but may be continued under this tariff (with annual review and reestablishment, when appropriate, of the customer's Annual Base Period water usage level) unless terminated by either party after thirty days' advance written notice. Water purchases under this tariff may be adjusted for succeeding tariff pricing changes; however, all such tariff pricing changes will only be changed under direction of the Public Utilities Commission of Ohio;
- 5) When a customer elects to avail itself of this tariff, such customer shall remain so classified for a period of at least twelve months. Should such customer elect to leave this tariff, it shall not again be permitted to avail itself of this tariff until at least twelve months have elapsed but, during such period, such customer shall obtain service under the regular tariff for General Water Service; and
- 6) That other general terms and conditions of water service in effect shall also be effective for service under this tariff sheet.

### Water Rates

Monthly water purchases in excess of the Minimum Monthly purchase levels described in item (2) above, which do not exceed the monthly average usage of the Annual Base Period water usage level by more than two times, will be priced at a rate of ~~\$1.90~~ ~~\$2.30~~ \$1.36 per hundred cubic feet. The softening surcharge set forth in the General Water Service tariffs for customers in the Marion District-Marion County will be added to the rate per hundred cubic foot previously stated, for customers in that District.

(I)

Monthly water purchases, which exceed the monthly average usage of the Annual Base Period water usage, level, as described in item (1) above, by more than two times, will be paid for at the volumetric rates applicable for General Water Service.

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ISSUED BY: ~~DAVID K. LITTLE~~ EDMUND P. KOLODZIEJ, PRESIDENT  
~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

### PRIVATE FIRE SERVICE

The rates for private fire service are based upon the size of the service, and no additional charges will be made for fire hydrants, hose connections, sprinkler systems, or standpipes connected to and supplied by such private fire services.

<u>Size of Service</u>	<u>Rate Per Month</u>	<u>Rate Per Annum</u>	
2" Diameter & smaller	<del>\$8.78</del> \$10.14	<del>\$105.36</del> \$121.68	(I)
2-1/2" Diameter	<del>\$13.77</del> \$15.90	<del>\$165.24</del> \$190.80	(I)
3" Diameter	<del>\$19.76</del> \$22.82	<del>\$237.12</del> \$273.84	(I)
4" Diameter	<del>\$35.10</del> \$40.54	<del>\$421.20</del> \$486.48	(I)
6" Diameter	<del>\$79.04</del> \$91.29	<del>\$948.48</del> \$1,095.48	(I)
8" Diameter	<del>\$140.56</del> \$162.35	<del>\$1,686.72</del> \$1,948.20	(I)
10" Diameter	<del>\$219.60</del> \$253.64	<del>\$2,635.20</del> \$3,043.68	(I)
12" Diameter	<del>\$316.21</del> \$365.22	<del>\$3,794.52</del> \$4,382.64	(I)

This Private Fire Service rate applies to all ~~Ohio American Water~~ the Company Customers. At the inception of this revised tariff provision, current Private Fire Service customers in Franklin and Portage Counties will remain on the grandfathered sprinkler head rate of ~~\$1.0700~~ \$1.24 per month if the service line rate would produce a higher rate to the customer than the sprinkler head rate. Customers will be entitled to receive the grandfathered rate only as long as the customer receives the same private fire service as received at the time the sprinkler head rate was grandfathered. Eligible customers in Franklin and Portage Counties will continue to pay the grandfathered rate of ~~\$1.0700~~ \$1.24 per sprinkler head until the Commission sets a different rate or the rate is eliminated. (I)

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7. SERVICES INSTALLED IN ADVANCE OF PAVING

If any governmental unit should require owners of vacant lots to install service pipes to the curb in advance of paving, and if such owners will pay the Company the cost of installing such service pipes, the company will install such pipes and will refund such cost, without interest thereon, when improvements are made that require the use of such pipes; provided, however, that in case title to the premises is later transferred through sale or otherwise, all or any part of the deposit not then refunded shall automatically become a credit to the account of the succeeding owner or owners, to be refunded in like manner.

8. METERS

- (A) Water will be sold by meter measurement only, except for flat service customers in the Mansfield District and except that Customers having special connections and receiving service under an "Application for Private Fire Protection Service" shall pay for such service in accordance with the applicable Schedule of Rates.

~~Ohio American~~ The Company shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. If access is unobtainable on a quarterly basis, Ohio American The Company shall read each customer's meter at least once per year pursuant to Rule 4901:1-15-19(A).

- (B) All meters, except detector devices and/or fire service line meters, or except as otherwise elsewhere provided in these tariff provisions, shall be furnished, installed, maintained, tested, repaired, removed and replaced only by and at the expense of the Company and shall remain its property; but in case of damage to any such meter by reason of any act, neglect or omission on the part of the Customer (such as damages occasioned by fire, frost, hot water, accident or misuse) the customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (C) No meter may be used to service more than one premises. Meters will be furnished and placed by the Company. The Company shall make the initial determination of the size of the meter but will not install the meter until notice and an opportunity to object is given to the Customer. The meter size shall be mutually agreed upon at the time of application for water and/or sewer service.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512



8. METERS (Cont.)

- (G) Separate premises shall be separately metered and billed. As a general rule, only one premises shall be supplied through one meter or meter setting. For good cause, the Company may permit more than one service line meter or meter setting.
- (H) The Company will, at its own cost and expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make request for tests more frequently than once in three (3) years. In the event that a Customer should request a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test or tests 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 per cent (1-1/2%) fast or slow, no charge shall be made to the Customer for such test or tests. A report giving the results of such tests will be made to the Customer, and a complete record of the same will be kept on file in the office of the Company for a period of not less than three (3) years.
1. The Company shall test the meter within thirty (30) days following the Customer's request.
  2. The Customer has the right to be notified of the scheduled test date.
  3. The Customer or the Customer's representative may be present when the meter test is performed.
  4. The Company shall provide the Customer the on-site test results at the time of the test and any associated billing adjustments in writing.
- (I) Meter readings in units of hundred cubic feet are converted to units of thousand gallons for billing purposes if the existing schedule of charges is stated in gallon units. The factor used for making the conversion from hundred cubic feet to thousand gallons is based on the use of one cubic foot as being equivalent to seven and one half (7.4805) gallons.
- (J) The Company reserves the right to put seals on any meter, or on its couplings in and for any premises, and may discontinue service if such seals are found broken or removed in accordance with Section 13.
- (K) No Customer shall remove or cause or permit the removal of a meter by his agents once it has been placed, and any change in location of the meter desired by the Customer shall first be approved by the Company in writing, but shall be made by the Customer at his own cost and expense.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.

~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

(A) (Cont.)

~~Ohio-American~~The Company may use a credit check, pursuant to (B)(2) below, as the first criterion by which an applicant may establish financial responsibility. If the results of the credit check, at the time of the application do not establish financial responsibility for the applicant or the applicant refuses to provide his/her social security number, ~~Ohio American~~the Company will then advise the applicant of each of the remaining criteria available under section (B) below to establish financial responsibility.

(B) Pursuant to Rule 4901:1-17-03(A) of the Ohio Administrative Code, a Customer's financial responsibility will be deemed established if the Customer meets one of the following criteria:

- (1) The Customer is the owner of the premises to be served or of other real estate within the territory served by ~~Ohio-American~~the Company and has demonstrated financial responsibility, under either of the following conditions:
  - (a) With respect to that property, if the applicant owns only the premises to be served.
  - (b) With respect to any other real estate within the service territory served by ~~Ohio-American~~the Company, if the applicant owns multiple properties.
- (2) The ~~Customer~~Applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the Company. ~~to determine whether the Customer is a financially responsible person, Ohio American~~The Company may request from the ~~Customer~~Applicant's social security number in order to obtain credit information and to establish identity. ~~Ohio-American~~The Company may not refuse to provide service if the ~~Customer~~Applicant elects not to provide his/her social security number. If the ~~customer~~Applicant declines ~~Ohio-American~~the Company's request for a social security number, ~~Ohio-American~~the Company shall inform the ~~Customer~~Applicant of all other options for establishing creditworthiness, and shall consider information including, but not limited to, the following: name of employer, place of employment, position held, length of service, letters of reference, and names of credit cards possessed by the applicant.
- (3) The ~~Customer~~Applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility company 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 and provided further that the financial responsibility of the ~~Customer~~Applicant is not otherwise impaired.
- (4) The ~~Customer~~Applicant makes a cash deposit to secure payment of bills for the ~~Company~~~~Ohio-American's~~ service as set forth in Section 11(A) above.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

- (d) When a guarantor's utility service is subject to disconnection or if the guarantor submits a written request to ~~Ohio American~~the Company for release of financial responsibility of the Customer's account, ~~Ohio American~~the Company will:
- i. advise the Customer who provided the guarantor, within 10 calendar days, that the guarantor's responsibility to the customer's account will end by a specific date (30 days from the date of the notice to the guaranteed customer); and
  - ii. advise the Customer that, prior to the specific end date stated in the notice, he/she must reestablish credit through one of the alternative means set forth in this paragraph (B), or be subject to disconnection in accordance with Chapter 4901:1-15, Administrative Code.
- (C) To establish creditworthiness or reestablish creditworthiness after disconnection, the Company may require a Customer to make a deposit or an additional deposit on an account if:
- (1) the Customer's credit history with the Company to reestablish a preexisting account merits a deposit,
  - (2) the Customer has not made a full payment or payment arrangement for any bill containing a previous balance for water or sewer service, based upon the totality of the Customer's circumstances, or
  - (3) the Customer has been disconnected for nonpayment, a fraudulent act, tampering, or unauthorized reconnection, if the Applicant was a Customer of the Company during the preceding twelve months.
- (D) The Company shall promptly refund a Customer's deposit, including any accrued interest, and, if applicable, notify the Customer's guarantor in writing within thirty days of the guarantor's release from further responsibility, if the Customer:
- (1) has paid his/her bills for service for twelve consecutive months without having service disconnected for nonpayment
  - (2) has not failed to pay by the due date more than two occasions during the preceding twelve months, and
  - (3) is not delinquent paying his/her bill at the time of the deposit review.

The Company shall also promptly return the deposit, plus any accrued interest, to the Customer upon the Customer's request at any time the Customer's credit has been otherwise established or reestablished in accordance with Paragraph (B) of this section.

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Ohio American Water Company Aqua Ohio Water Company, Inc.

365 East Center Street, Marion, Ohio 433026650 South Avenue, Boardman, Ohio 44512

11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

After disconnecting service, the Company shall also promptly apply a customer's deposit, including any accrued interest, to the customer's final bill and refund the remaining deposit, plus any accrued interest, if the remaining refund is one dollar or greater. The Company will not pay any additional interest on the Customer's deposit if it made reasonable efforts to refund the deposit to the Customer.

- (E) The Customer's deposit shall accrue interest at a rate of at least three percent (3%) per annum held for one hundred eighty days or longer.
- (~~FG~~) The establishment of credit under this provision shall not relieve the applicant or customer from compliance with the regulations of the Company ~~Ohio American~~ regarding advance payments and payment of bills by the due date, and shall not modify any regulations of the Company as to the discontinuance of service for nonpayment.
- (~~GD~~) Upon default by a customer who has furnished a guarantor as provided in paragraph (B)(5) of this provision, the Company ~~Ohio American~~ may pursue collection actions against the defaulting Customer and the guarantor in the appropriate court, or the Company ~~Ohio American~~ may transfer the defaulting Customer's bill to the guarantor's account. The defaulted amount transferred to the guarantor's account shall not be greater than the amount billed to the defaulting customer for sixty days of service or two monthly bills. After thirty days from the transfer, ~~Ohio American~~ the Company may make the guarantor subject to disconnection procedures, if the amount transferred still remains unpaid.
- (~~HE~~) An applicant who owes an unpaid bill for previous residential service, whether the bill is owed as a result of service provided to that applicant or is owed under a guarantor agreement, shall not have satisfactorily established or reestablished his/her financial responsibility as long as the bill remains unpaid.

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365 East Center Street, Marion, Ohio 433026650 South Avenue, Boardman, Ohio 44512

13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont'd)

(C) The Company may disconnect service to a Customer after at least twenty-four (24) hours prior written notice for any of the following reasons:

- I. For the use of water and/or sewer for any purpose not stated in the Customer's application, or for the use of service upon any premises not stated in such application; or
- II. 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 that time, the notice shall be securely attached to the premises in a conspicuous manner.

(D) In all other instances the Company will not discontinue the service of any Customer, unless written notice of at least fifteen (15) days is given following twenty-two (22) days from the submission of any bill, mailed to such Customer at his address, or personally delivered to the customer's premise, advising the Customer of the reason for disconnection and recommending that the customer call the company regarding a deferred payment plan. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner. Subject to the foregoing provisions, service rendered under any application, contract, or agreement may be discontinued by the Company for any of the following reasons:

- I. For non-payment of any tarified charges when due or within any additional period for payment permitted by the Company or for not making a deposit as required;
- II. For any violation of, or failure to comply with the provisions of the Company's tariff other than stated in Section 13 (B);
- III. For misrepresentation in the application as to any material fact;
- IV. For denial to the Company of reasonable access to the premises for the purpose of reading, inspection, replacement, or maintenance of the meter; or
- V. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

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~~Ohio American Water Company~~ Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

- (G~~F~~) In cases where plumbing has been installed prior to adoption of and not in accordance with these provisions, and water is being taken through a single service pipe to supply two or more premises, the party making application shall be responsible for all water bills and other proper charges. Any violation of the Company's tariff provisions with reference to either or any of the said premises or for the supply of water thereto, shall be deemed a violation as to all, and the Company may enforce compliance with these provisions by shutting off the entire service; except that such action will not be taken until the Customer who is not in the violation of the Company's tariff provisions, has been given written notice of at least fifteen (15) days and opportunity to attach his pipes to a separately controlled curb stop cock or meter setting to be provided by and at the expense of the Company.
- (H~~G~~) Discontinuing water and/or sewer service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.
- (I~~H~~) Pursuant to Rule 4901:1-15-27 Ohio Administrative Code, the disconnect notice will clearly state all of the following:
- (1) The earliest date when disconnection could occur.
  - (2) The reason(s) for disconnection.
  - (3) The action the customer must take in order to avoid the disconnection.
  - (4) The total amount required to be paid, which shall not be greater than the past due balance.
  - (5) The address and local or toll-free telephone number of the office of the Company that the customer may contact in reference to his or her account.
  - (6) The current address and local or toll-free telephone number of the ~~public interest center~~ call center of the commission and a statement that commission staff is available to render assistance with unresolved complaints, as well as the contact information for the Ohio Consumers' Counsel and a statement that it is available to render assistance with unresolved complaints of residential customers.
  - (7) A statement that failure to pay the amount required by the date specified on the notice may result in an additional charge for reconnection.
- (J~~I~~) If a landlord is responsible for payment of the bill, notice of disconnection of service shall be given to the consumer at least ten days before disconnection could occur. In a multiunit dwelling, written notice shall be placed in a conspicuous place.

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Ohio American Water Company Aqua Ohio Water Company, Inc.  
~~365 East Center Street, Marion, Ohio 43302~~ 6650 South Avenue, Boardman, Ohio 44512

13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

(KJ) The Company shall provide disconnection of service notice to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.

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

(ML) On the day of disconnection of service, the Company ~~will~~shall provide the Customer with personal notice. If the Customer is not at home, the Company shall provide personal notice to an adult consumer. If neither the Customer nor an adult consumer is at home, the Company shall attach written notice to the premises in a conspicuous location prior to disconnecting service. Those Company employees or agents who disconnect service at the premises may or may not, at the discretion of the Company, be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following ~~normally perform the termination of service will be authorized to either:~~

(1) Accept payment in lieu of termination.

(2) ~~Be able to d~~Dispatch an employee to the premises to accept payment.

(3) ~~Be otherwise able to m~~Make available to the customer a means to avoid disconnection.

(4) ~~Such employees at the premises may or may not be authorized to make extended payment arrangements at the discretion of the company.~~

(NM) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to the certification provisions contained in Chapter 4901:1-15-27(I) of the Ohio Administrative Code.

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Ohio American Water Company Aqua Ohio Water Company, Inc.  
365 East Center Street, Marion, Ohio 433026650 South Avenue, Boardman, Ohio 44512



### **Notification of Customer Rights**

Our office representatives are available to assist you with any questions you may have about your service. Each Customer inquiry is handled in a responsible manner with attention and care. Every effort is made to provide you with a prompt response to your inquiry. If you are not satisfied with your situation please contact the Customer Service Center at 1-877-987-2782, Monday to Friday, 7:30 a.m. to 5:00 p.m. You may also contact Aqua Ohio Water Company (Aqua Ohio) in writing at the following address: Aqua Ohio, 762 West Lancaster Ave., Bryn Mawr Pennsylvania, 19010.

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) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

The PUCO has adopted a comprehensive set of standards for water and sewer disposal system companies. A copy of these standards is available by contacting Aqua Ohio or the PUCO. A copy of Aqua Ohio's rates and tariff provisions are available for review upon request at our offices or from the PUCO.

The Customer has a right to see a proper Company photo identification and to know the reason(s) for the visit whenever a Company employee(s) or agent(s) seek access to the Customer's premises.

### **ARRANGING FOR SERVICE**

#### **Establishing Credit**

The Company will establish a residential Customer's credit worthiness, as set forth in chapter 4901:1-17 of the Ohio Administrative Code.

Aqua Ohio will require, in accordance with PUCO rules, new Customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if: a) the Customer owns the property being served or other real estate in the service territory; or b) the Customer demonstrates that he/she is a satisfactory credit risk; or c) the Customer has a history of timely paying the bills of a similar utility; or d) the Customer provides a guarantor; or e) the Customer provides a security deposit.

**Deposits**

Deposits may be required from any Customer in an amount not to exceed one twelfth (1/12) of the estimated charge for all service for the ensuing twelve (12) months, plus 30 percent of the monthly estimated charge.

After discontinuing service, Aqua Ohio will promptly apply of the Customer's deposit, including accrued interest to the final bill. A transfer of service from one location to another within the service area does not prompt a refund of the deposit. The deposit will be refunded if the Customer has: 1) paid his/her bills for service for twelve (12) consecutive months without having had a service disconnection for nonpayment; 2) not had more than two occasions on which his/her bill was not paid by the due date; and 3) not been delinquent in the payment of his/her bills. Aqua Ohio will promptly return a Customer's deposit, plus any accrued interest, upon the Customer's request at any time the Customer's credit has been otherwise established, or reestablished.

**YOUR RESPONSIBILITIES AND OURS**

The Customer will install, if not already installed, and maintain at his/her own expense all customer service lines in the premises, and the Company shall own and maintain at its expense all mains and other facilities used in rendering service.

**PAYMENT OF BILLS**

All bills for water and/or sewer service are due and payable at the time specified on the bill. If your bill is not paid within 20 days after the bill was rendered, the Customer will be charged a late payment charge of five (5%) percent of the bill amount. The late payment charge will be based on current charges only. If payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of ~~\$18.73~~<sup>17.25</sup> will be assessed to cover the cost of processing. Failure to pay will render the Customer subject to discontinuance of service.

**DISCONNECTING YOUR SERVICE**

We may disconnect your service without your request and without prior notice only for the following reasons:

1. For tampering with any main, or other appliance under the control of, or belonging to, the Company;
2. For connecting the customer service line, or any pipe directly or indirectly connected to it, to any lines or pipes carrying or which are in a position to carry, clean waters, other nonsewage wastes, or unacceptable sewage; or
3. For any other violation of, or failure to comply with, the Company's tariff provisions, which may, in the opinion of the Company or any public authority, create an emergency situation.

We may disconnect your service after at least twenty-four (24) hours prior written notice for any of the following reasons:

- (a) For use of water and/or sewer service not stated in your application for service, or for the use of service upon any premises not stated in such application; or
- (b) 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 that time, the notice shall be securely attached to the premises in a conspicuous manner.

We may disconnect your service upon 15 days written notice for any of the following reasons:

1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
2. For any violation of, or failure to comply with, the Company's tariff other than for those reasons where no notice is required;
3. For misrepresentation in the application as to any material fact;
4. For denial to the company of reasonable access to the premises for the purpose of inspection; or
5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service.

Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health. You must have a form, which can be obtained from 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.

If service has been disconnected prior to receipt of the medical certification, service shall be restored upon receipt of the medical certification form.

The medical certification shall prohibit the disconnection for thirty (30) 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. The total certification period is not to exceed ninety days in any 12 month period.

**RECONNECTION OF SERVICE**

The Company may require a customer to make a deposit or an additional deposit on an account, as set forth in ~~Rule 4901:1-17-04, O.A.C. Chapter 4901:1-17 of the Ohio Administrative Code~~, to reestablish creditworthiness. The customer may also reestablish creditworthiness by providing a guarantor, as set forth in Rule 4901:1-15-28 and ~~Rule 4901:1-17-03(A)(5), O.A.C. Chapter 4901:1-17 of the Ohio Administrative Code~~. If service has been discontinued, there will be a service reconnection charge of \$70.8361.00.

When water and/or sewer service to a premises has been terminated for any reason, other than for temporary vacancy, it will be renewed only upon the acceptance of a new application and after the conditions, circumstances or practices which caused the water and/or sewer service to be discontinued are corrected to the satisfaction of the Company, and upon payment, or provision for payment under a deferred payment plan agreement, of all charges due and payable by the Customer.

In order to guarantee the reinstatement of service the same day on which payment is made, both of the following conditions must apply:

1. You must notify the Company no later than 12:30 p.m., and you must make payment or provide proof of payment; and
2. If reconnection occurs after normal Company business hours, you will be responsible for the reconnection charge that is based upon the out-of-pocket expense of the Company.

**TESTING OF METER**

Aqua Ohio will, at its own expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make a request for tests more frequently than once in three (3) years. If the Customer makes a request for a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test(s) at the actual cost to the Company. However, if the test shows the meter to be more than 1 ½ % fast or slow, no charge shall be made to the Customer for such test. Aqua Ohio or the Customer may request that a meter test be performed in the presence of a Commission staff member. The Customer also has the right to be present.

The Company shall test the meter within thirty (30) days following the Customer's request. The Customer has the right to be notified of the scheduled test date. The Customer or the Customer's representative may be present when the meter test is performed. The Company shall provide the Customer the on-site test results at the time of the test.

**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 11-4161-WS-AIR**

Summary: Notice of Substitution of Schedules E-1 and E-2.1 to the Stipulation and Recommendation of Aqua Ohio Water Company, Inc. and Staff of the Public Utilities Commission of Ohio electronically filed by Ms. Melissa L. Thompson on behalf of Aqua Ohio Water Company, Inc.