

May 22, 2015

Ms. Barcy F. McNeal
Director, Office of Administration
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: *In re Application of Aqua Ohio, Inc. for Approval to Amend Tariff Pages*, Case
No. 15-0403-WW-ATA

Dear Ms. McNeal,

On February 24, 2015, Aqua Ohio, Inc. (Aqua) filed its application in the above-captioned case. After discussions with the Commission's Staff, Aqua is submitting a few revisions to the tariff proposed in its application. The revisions are shown in the redlined pages attached to this letter. The revisions are primarily intended for purposes of clarity and to ensure proper billing of former Mohawk and Tomahawk customers.

Upon issuance of a Commission order approving these tariffs, Aqua will file a complete final version of the proposed tariff, including the revised sheets attached to this letter, an updated subject index, and all applicable rate sheets (all rates will remain unchanged).

Please let me know if there are any questions.

Regards,

/s/ Andrew J. Campbell
Andrew J. Campbell

P.U.C.O. Tariff No. 2

EXPLANATION OF TERMS

ADJACENT BUILDINGS – A group of two or more buildings on the same lot or parcel of land that are not separated by any street, avenue, thoroughfare, alley, or other public right of way. Except where the Customer owns or leases a lot or parcel of land on both sides of a street, avenue, thoroughfare, alley, or public right of way, which lots or parcels of land otherwise would be contiguous, such building thereon shall be considered adjacent.

APPLICANT – Any Person, firm, corporation, or governmental unit that applies for water and/or sewer service from the Company.

APPLICATION – An oral or written request to the Company for water and/or sewer service. An Application for the installation of a Customer Service Line must be in writing on forms prescribed by the Company that have been filed with and approved by the Commission.

AVAILABILITY – A customer having water service available on request; upon payment of the required tap fee, this customer is governed by the restrictive covenants in his deed.

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A.W.W.A. – American Water Works Association

B.O.D. – Biochemical Oxygen Demand

C.B.O.D. – Carbonaceous Biochemical Oxygen Demand

C.F.R. – Code of Federal Regulations

BACKFLOW PREVENTER – A device designed to prevent a potential backflow of contaminants from the Customer's activities or property into the Company's distribution system.

BOOSTER PUMP – A water-pump station that conveys water to the distribution system and water tanks to maintain system pressure.

BULK CUSTOMER – A Customer who receives water at a separate Tariff rate, typically through a master Meter.

CHECK VALVE – A device designed to allow the flow of water only in one direction.

CLEAN WATER – All wastewaters, other than sewage, including, but not limited to, roof, footing, and surface drainage.

COLLECTION MAIN – A pipe that collects or transports wastewater from the Service Lines of a wastewater Customer.

COMMISSION – The Public Utilities Commission of Ohio

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or business purposes within a house or within a multiple-unit building.

- (8) Each parcel of land that requires water and/or service.
- (9) Each parcel or mobile home unit where the unit is not resting primarily on its wheels.
- (10) Any building not otherwise defined as Premises in any other definition of Premises contained herein.

PRESSURE-REDUCING VALVE – A device designed to reduce the water pressure within the Customer's building below that which exists on the Company's distribution system.

PRESSURE-RELIEF VALVE – A device designed to relieve pressure on the internal plumbing system on the Customer's property.

PRIVATE FIRE PROTECTION SERVICE – All fire protection water service furnished by the Company, other than Public Fire Protection Service. This includes, but is not necessarily limited to: (i) water service to a Customer's fire protection facilities such as sprinkler systems and/or fire hose connections in buildings and structures; and (ii) fire hydrants other than those that qualify as public fire hydrants within the definition of Public Fire Protection Service and are operated and maintained by the Company.

PUBLIC FIRE PROTECTION SERVICE – Water service to fire hydrants that are operated and maintained by the Company.

RELATED FACILITIES – All fittings, valves, connections, and other facilities associated with the Main Extension and required in accordance with reasonable utility engineering practices to provide service to a point perpendicular to the most remote structure to be served fronting the Main Extension.

SERVICE LINES –

- (1) The Company's water Service Line (or Company Service Line) is the portion of the Service Line between the Distribution Main up to and including the curb stop, meter pit, or meter vault at or near the property line, right-of-way, or easement line maintained at the Cost of the Company. For Meters in homes where there is no curb stop, meter pit, or meter vault, the Company owns and maintains Service Lines up to the Customer's property line or right-of-way only.
- (2) The Customer's water Service Line (or Customer Service Line) is the portion of the Service Line from the Company's Service Line to the structure or Premises that is supplied, installed, and maintained at the Cost of the Customer.
- (3) Sewer Lateral – The pipe connecting the Premises to the Company's Gravity Main or Forcemain, including the connection fitting on the Company's Gravity Main or

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Forcemain. The Customer shall be responsible for ownership and maintenance of the Sewer Lateral. If the Sewer Lateral is connected to a Forcemain, the Customer shall have installed and maintain a Check Valve on their lateral prior to connection to the Forcemain.

SPECIAL CONTRACTS – A “reasonable arrangement” (as that term is used in O.R.C. 4905.31) between the Company and other public utilities or with one or more of its Customers, consumers, or employees.

TAP IN – The connecting of a Company Service Line to the distribution or Collection Main.

TARIFF – This document in its entirety.

TEMPORARY SERVICE – Water and/or sewer service that is not continuously used throughout the year, such as for building or construction purposes, street paving, cleaning property, filling tanks, or other uses of this kind.

T.S.S. – Total Suspended Solids

U.S.E.P.A. – United States Environmental Protection Agency

WASTEWATER-TREATMENT PLANT – All facilities necessary to treat wastewater and meet N.P.D.E.S. permit requirements, and all other regulatory guidelines.

WATER PLANT – All facilities necessary to furnish public water service and water for fire protection, and meet established regulatory guidelines.

WATER SERVICE CONNECTION – The connection of the Company’s water Service Line with the Customer’s water Service Line at or near the property line, which connection enables the Customer to receive water service.

YARD HYDRANT – A customer using water at his lot and being provided water through a private yard hydrant.

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Moved up [1]: U.S.E.P.A. – United States Environmental Protection Agency .

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2008, are hereby grandfathered and this provision will have no force or effect as to those grandfathered arrangements.

12. The Company has exclusive right to operate all Service Lines from main to Meter at a curbstops, meter pit, or meter vault, or to the right of way, easement line, or property line for Meters installed in buildings, including installations.

All pipe, fittings, equipment, Meters, or other appurtenances when installed at the expense of the Company, whether located outside or inside of the Customer's Premises, shall at all times be and remain the property of the Company. The Company may inspect or remove and repair these appurtenances at any time during reasonable hours or upon the discontinuance of service.

13. When an Applicant applies for Temporary Service, such service shall be furnished under the regulations applicable to regular, permanent service. Special, temporary requirements for water and/or sewer service may be met by applying for the same at the office of the Company in accordance with Section 3-4, "Contracts for Water or Sewer Service," Item 1 of this Tariff.

14. The Customer shall not, without Company consent, use water for any purpose or upon any Premises not stated in the Application for service. For unmetered customers, usage of abnormally large water quantity shall not be permitted for such applications as filling a swimming pool or for other purposes.

15. The Company may refuse service to any Applicant or disconnect service to any Customer in accordance with the following:

- A. Service may not be refused or disconnected to any Customer or refused to any Applicant for service unless the Company complies with all of the disconnection procedures contained in this Item. Service shall not be disconnected to any Customer unless the disconnection conditions in this Item may be specifically applied to that Customer.
- B. Service may be refused or disconnected to any Customer or refused to any Applicant for service as stated in this Item. 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.

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

- a. 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.
- b. For connecting the Service Line or any pipe directly or indirectly

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BILLS AND PAYMENTS FOR SERVICES

1. A Customer is liable for all applicable charges for all service supplied to his or her Premises. All payments shall be rendered directly to the Company or to its authorized agents.
2. All bills shall be mailed or (if requested by the Customer) transmitted electronically no later than the billing date. All bills shall be sent to the Premises served unless otherwise requested by the Customer in writing. Failure to receive a bill, however, does not relieve the Customer from his or her obligation to pay the bill when due. The Company shall have the option to bill Customers water or sewer service separately, or combine bills, as it deems necessary.
3. Residential bills for water and/or sewer service become delinquent if not paid within 15 days after the billing date indicated on the bill. Nonresidential bills for water and/or sewer service become delinquent if not paid within 21 days after the billing date indicated on the bill. Water and/or sewer service may be discontinued for delinquent bills in accordance with Section 3-2, "General Regulations Governing Service," Item 15 of this Tariff.
4. The late payment fee will not be charged if payment is mailed on or before the past-due date as indicated on the bill. The post office date stamped by the sending office will determine the mailing date of the Customer's payment. The envelope in which such payment has been mailed may be preserved by the Company, and where payment is made after the past-due date, the Company may credit the amount enclosed to the Customer's account and add the late fee.
5. The past-due date of a Customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday, or a legal holiday.
6. 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 five (5) days after the customer has been notified of the results of the Company's investigation made in response to the complaint.
7. Bills for water service (except final bills for discontinuance of service) will be rendered monthly in arrears, and in the case of metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered. Bills for private fire protection service shall be rendered in advance.
8. In cases in which a Meter cannot be read, whatever the cause, the Company may require a payment on the 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. If a Meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific Customer. If consumption history for the Customer does not exist, the same system class average consumption shall be used.

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Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Section 3-5
Original Sheet No. 1

P.U.C.O. Tariff No. 2



WATER SERVICE APPLICANT 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 _____		
LOCATION <input type="checkbox"/> <input type="checkbox"/>	SECT. UNIT <input type="checkbox"/> <input type="checkbox"/>	BASE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
SUFFIX <input type="checkbox"/> <input type="checkbox"/>	DEVELOPER # <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CONTRACT # <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
REFUND # <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		REFUND % SPLIT <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
SUBSEQUENT CONNECTION PER-FOOT FRONTAGE CHARGE \$ _____		
RELATED FACILITIES CONTRIBUTION \$ _____		
TOTAL DUE BY CUSTOMER \$ _____		

I request Aqua Ohio, Inc. to install a _____ (size) ~~Company Service Line~~ and a _____ (size) meter for the above noted premises.

The Applicant agrees to pay the service bills promptly as rendered and to observe the "General Rules and Regulations" of the Company. **By signing this form for water service, however, the Customer shall in no case be deemed to have waived any rights or privileges granted or guaranteed to him or her by the laws or constitution of the State of Ohio or the United States.**

In the event that the Applicant for water service shall be entitled to refunds pursuant to the Aqua's tariff and the regulations of the Public Utilities Commission of Ohio (PUCO), 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 his or her 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 Aqua 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, Aqua 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, Subsequent Connection, and Tap-Ins.

SIGNED _____ (Applicant) PREPARED BY _____

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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 DATE OF METER SETTING _____ ☐ TOWNSHIP _____ MAKE _____ ☐ COUNTY NO. _____ ☐ STATE

REMARKS _____

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connections, standpipes, tanks, and other openings and appurtenances contemplated in the Application. Such drawings, which shall be stamped "APPROVED" by the appropriate governmental agency approved by the Company, must also show all other water supply systems and pipe lines and appurtenances that are proposed or that may exist on the Premises to be served. The Company must issue written approval of said drawings prior to commencement of constructing any portion of the water and fire services.

8. Private Fire Protection Service shall be furnished through a line guarded by an approved fire line meter or detector device, which shall be furnished, installed, and maintained by the Customer at his or her Cost and expense. The Meter shall be set in a concrete vault or chamber, properly drained and protected, located on the Customer's Premises at a point as near as possible to the curb line, and within a utility easement granted at no cost to the Company. Said vault or chamber shall be constructed and maintained by and at the Customer's expense. Only the bypass Meter, which is used with the detector device, shall be installed and maintained by the Company at its Cost and expense.
9. Whenever a private fire service system is to be tested, the Customer shall notify the Company at least two business days in advance of such proposed test, requesting approval of the day and hour of the test so that the Company may have an inspector present during the test. The Customer shall provide monthly water usage of its fire system to Company through Meter readings or equivalent to assist Company in tracking non-revenue water usage.
10. The Company may seal hydrants and other fixtures connected with a private fire service system, and such seals may be broken only in case of fire or as specially permitted by the Company. If any such seal is broken, the Customer must immediately notify the Company.
11. Private fire hydrants may be painted any color other than that adopted by the Company for public fire hydrants, provided that the Chief of the Fire Department approves such color.
12. Private Fire Protection Service that require anti-freeze are strictly limited to the use of food-grade antifreeze. In these cases the private fire service shall be classified a high-hazard cross connection and shall have a reduced pressure principle Backflow Preventer. No other foreign substances are permitted in any pipe or fixture connected with Private Fire Protection Service.
13. Due to unusual requirements for safety, continuity, and adequacy of Private Fire Protection Service, the use of water through private fire protection facilities must and shall be limited to the combating of fires only. The Customer is entitled to receive only such supply of water as is then available, and no other or greater, at time of fire on his or her Premises. If the Customer is required to provide additional flow and pressure in addition to that provided by the Company system to meet local, state, or federal fire protection codes, then the Customer shall be responsible for meeting these requirements at his or her own cost, with private Booster Pumps, tanks, or the equivalent. A low suction-shut down safety switch must be installed on all private water Booster Pump systems.

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in

Case No(s). 15-0403-WW-ATA

Summary: Tariff Revisions in Application to Amend Aqua Ohio PUCO Tariff No. 2 electronically filed by Ms. Rebekah J. Glover on behalf of Aqua Ohio, Inc.