

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Aqua)	
Ohio Wastewater, Inc. for a Certificate of)	Case No. 16-1848-ST-ACE
Public Convenience and Necessity)	

In the Matter of the Application of Aqua)	
Ohio, Inc. and Aqua Ohio Wastewater, Inc.)	Case No. 16-1849-ST-ATC
for Approval for the Transfer of Certificate)	
of Public Convenience and Necessity No. 1.)	

**JOINT APPLICATION OF AQUA OHIO, INC.
AND AQUA WASTEWATER, INC.
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
AND APPROVAL FOR THE TRANSFER OF
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 1**

In accordance with R.C. 4933.25 and Ohio Adm. Code 4901:1-15-04, -05, and -09, Aqua Ohio, Inc. (Aqua) and Aqua Ohio Wastewater, Inc. (AWI) (collectively, Applicants) jointly file this Application with the Public Utilities Commission of Ohio (the Commission) requesting the issuance of a Certificate of Public Convenience and Necessity to AWI and the approval to transfer Certificate of Public Convenience and Necessity No. 1 from Aqua to AWI. The Applicants also request that the Commission approve this Application without requiring either the publication of legal notice or a hearing. In support of this Application, the Applicants state:

1. Aqua is a “public utility,” “waterworks company,” and “sewage disposal system company” as respectively defined in R.C. 4905.02(A), 4905.03(G), and 4905.03(M). As such, Aqua is subject to the Commission’s jurisdiction in accordance with R.C. 4905.04, 4905.05, and 4905.06.

2. AWI is a newly established, wholly owned subsidiary of Aqua and will be operated as a “public utility” and a “sewage disposal system company” as defined in R.C.

4905.02(A) and 4905.03(M). As such, AWI will be subject to the Commission's jurisdiction in accordance with R.C. 4905.04, 4905.05, and 4905.06.

3. Aqua currently holds Certificate of Convenience and Necessity No. 1, under which it provides sewage-disposal service to certain customers in the State of Ohio. For tax purposes, AWI has been established to provide sewage-disposal service under the Certificate. As a wholly owned subsidiary of Aqua, AWI will maintain its own books and records but is intended to be financed entirely by and through Aqua, and will be subject to the same indenture as Aqua. At this time, there is no intention for AWI to issue equity, bonds, notes, or other evidence of indebtedness or to otherwise be capitalized independently of Aqua.

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

4. In accordance with Ohio Adm. Code 4901:1-15-05(A), AWI is a corporation desiring to obtain a certificate of public convenience and necessity authorizing it to operate a sewage disposal system.

5. Ohio Adm. Code 4901:1-15-05(D) requires applicants to provide a number of exhibits to an application. The Applicants request a waiver of the exhibits required by Ohio Adm. Code sections 4901:1-15-05(D)(1)–(4), (6)–(17), (20), and (21). Good cause exists to grant this request for the following reasons. Sewage-disposal service is already being provided by Aqua under an existing certificate, and the rules referenced above require information that either does not apply in these circumstances or is already known to or in the possession of the Commission. Moreover, the issuance and transfer of the certificate as proposed will have no substantive impact on operations or on customers. Granting a waiver will also minimize the cost and expense to the Applicants and their customers of preparing and processing this Application and will not hinder the Commission's review of the Application, as the Applicants will provide

on request any documentation that the Commission or its staff requires to evaluate this Application. The Commission approved a similar waiver request in its Entry dated August 24, 2011, in Case No. 11-4674-WW-AAC.

6. As required by Ohio Adm. Code 4901:1-15-05(D)(5), a proposed tariff setting forth AWI's proposed rates, charges, rules, and regulations is attached to this Application as Exhibit D. The proposed rates, charges, rules and regulations are substantially the same as those currently on file with the Commission under the name of Aqua.

7. As required by Ohio Adm. Code 4901:1-15-05(D)(18) and (D)(19), Applicants state that there is a present and continuing need by the public in the areas covered by the Certificate for reliable and efficient sewage-disposal facilities service. There is no other existing agency, publicly or privately owned or operated, that would or could economically and efficiently provide the facilities and services that are being provided by Aqua and will be provided by AWI in the area that is the subject of the application.

8. As required by Ohio Adm. Code 4901:1-15-05(D)(22), Aqua is providing as Exhibit A the affidavit of Edmund P. Kolodziej, Jr. attesting to and adopting all filings submitted with this Application.

APPLICATION FOR TRANSFER OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NO. 1

9. The Applicants also request that the Commission approve the transfer of Certificate of Public Convenience and Necessity No. 1 from Aqua to AWI.

10. In accordance with Ohio Adm. Code 4901:1-15-09(C), copies of all agreements or other documents pertinent to the transfer and to the establishment of AWI as Aqua's wholly owned subsidiary, as well as a service agreement, are attached to this Application as Exhibits.

11. In accordance with Ohio Adm. Code 4901:1-15-09(D), within a reasonable time following the entry or order approving this Application, AWI will file, in its name, the tariff documents attached as Exhibit D to this Application, except for any changes ordered by the Commission.

12. In accordance with Ohio Adm. Code 4901:1-15-09(E), the Applicants represent that the sewage-disposal systems are not being acquired from an individual, partnership, or corporation which has constructed or owned and operated the systems without authority from the Commission.

13. In accordance with Ohio Adm. Code 4901:1-15-09(F), the Applicants represent that there is no substantial change to the information required by Ohio Adm. Code 4901:1-15-05, as set forth above. Before and after the transfer, service will be provided to the same customers, by the same management and personnel, under the same ownership, and under the same rates, terms, and conditions.

14. Ohio Adm. Code 4901:1-15-09(F) also requires the Application to provide four items of information regarding the transfers. In lieu of the executive summary of the terms and conditions of the transfer required under subdivision (F)(1), the Applicants request that the Commission accept the foregoing provisions of this Application. In accordance with subdivision (F)(2), copies of all agreements or other documents pertinent to the transfer and to the establishment of AWI as Aqua's wholly owned subsidiary are attached to this Application as Exhibits B & C. In accordance with subdivision (F)(3), the Applicants represent that the creation of AWI as a wholly owned subsidiary and transfer of the Certificate will not require any financing, lease, or purchase. In accordance with subdivision (F)(4), the Applicants represent that there will be no change in operations following the transfer.

REQUEST FOR WAIVER OF OHIO ADM. CODE 4901:1-15-01(B) & (F)

15. The Applicants also request that the Commission grant a waiver of Ohio Adm. Code 4901:1-15-01(B) and (F), to the extent those provisions are inconsistent with the provisions of AWI's proposed tariff.

16. Together, these code provisions divide responsibility for the service line between the utility and the customer at "the sewer inlet connection at or near the property line, right-of-way, or easement line." The Applicants request a waiver of these provisions as applied to the existing sewer system, which was not designed or constructed in such a way that permits a practicable division of responsibility for the service line as contemplated under the rules.

17. Aqua purchased the existing sewage-disposal system from Ohio American Water Company (OAWC). In Case No. 07-922-WS-ORD, OAWC filed comments explaining that "various companies have designed their systems in ways that may not conform to the [service line] definition" and that "sewer lines in particular may not fit" the definitions. (OAWC Comments at 2 (April 30, 2007).) The Applicants believe that OAWC was referring to the fact that the system was designed and constructed without clean outs¹ at or near the property line, such as would have permitted the utility to determine the location of (and hence responsibility for) any issue on a service line. The absence of clean outs renders it impracticable in most situations to determine where a blockage or other issue may have occurred on a service line.

18. In its Order, the Commission observed that "various companies have designed their systems in ways that may not conform to the [service line] definition." 07-292 Order at 4 (Mar. 19, 2008). Although the Commission did not amend the rule as requested by OAWC, the

¹ A "clean out" is a segment of pipe that provides access to a sewer line, primarily for the purpose of clearing blockages.

Order stated, “To the extent there is disparity between the rule and a company’s tariffs, the company should work with the Commission’s staff.” *Id.*

19. OAWC later filed tariffs that defined “Customer Sewer Service Line” as encompassing the entire line. (*See* Case No. 09-391-WS-AIR, Correspondence (May 19, 2010) (defining “Customer Sewer Service Line” as “that portion of the sewer service line, including the connection fitting attached to the sanitary sewer main, from the Customer’s structure or premises to the point of connection to the Company’s sewer main.”).)

20. In Case Nos. 11-5102-WS-ATR and 12-720-WS-ACN, the Commission approved Aqua’s purchase of OAWC and its adoption of OAWC’s existing tariffs. (*See* 12-720 Correspondence (April 30, 2012) (filing tariffs replacing OAWC title page with Aqua title page).)

21. In Case No. 15-403-WW-ATA, the Commission approved Aqua’s application to consolidate several existing tariffs into a single tariff. The approved consolidated tariff continued to treat sewer service lines as the sole responsibility of the customer. (*See* Final Tariff, Section 3-1, Sheet 4 (filed July 14, 2015) (“Service Lines” defined to include “Sewer Lateral – The pipe connecting the Premises to the Company’s Gravity Main or Forcemain. The Customer shall be responsible for ownership and maintenance of the Sewer Lateral. . . .”).)

22. Based on discussions with Staff, the Applicants propose amending the definition of “service line” as shown in Exhibit D. Existing service lines that lack clean outs will continue to be treated as the customer’s responsibility. When new service lines are installed, or when an existing service-line connection to the main is exposed, AWI will install a clean out at or near the property line, right-of-way, or easement line, and going forward ownership and responsibility for such service lines will then be divided as contemplated under the Commission’s rules.

23. The Applicants request a waiver of the Commission's rules to the extent those rules contain provisions inconsistent with the proposed treatment. The Applicants' proposed treatment of this issue is just and reasonable. It will avoid both the impracticability of identifying maintenance responsibility within a single undivided segment of pipe and the prohibitive expense of retrofitting the existing system with clean outs. Additionally, the Commission has already approved tariffs, including Aqua's existing tariffs, under which customers are responsible for maintenance and repair of the entire service line.

24. For the foregoing reasons, the requested waiver is just and reasonable and should be approved.

REQUEST FOR WAIVER OF LEGAL NOTICE AND HEARING

25. As stated above, the issuance and transfer of the Certificate will have no negative impact on the Applicants' customers and approval of this Application will not cause any change in any rate or term of service. Because the Application will not negatively affect customers, the Applicants respectfully request that the Commission grant this Application without requiring the publication of legal notice and without holding a hearing.

26. To enable Aqua and AWI to timely consummate the transfer and to eliminate the possibility of unwanted financial or tax effects that may be associated with delay, the Applicants request that the issuance and transfer of the Certificate be approved effective July 1, 2016.

27. Attached to this document are the following Exhibits:

- A. Affidavit of Edmund P. Kolodziej, Jr.
- B. Certification from Aqua Ohio, Inc. and related documents.
- C. Aqua/AWI Service Agreement.
- D. Proposed Aqua Ohio Wastewater, Inc. P.U.C.O. Tariff No. 1.

WHEREFORE, the Applicants request that the Commission approve this Application, approve the transfer of the Certificate to AWI effective July 1, 2016, approve the requests for waivers, and grant such other necessary relief as the Applicants may be entitled.

Dated: September 9, 2016

Respectfully submitted,

/s/ Andrew J. Campbell

Mark A. Whitt (0067996) (Counsel of Record)

Andrew J. Campbell (0081485)

Rebekah J. Glover (0088798)

WHITT STURTEVANT LLP

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Columbus, Ohio 43215

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(Counsel willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC. AND
AQUA OHIO WASTEWATER, INC.

Exhibit A


Affidavit of Edmund P. Kolodziej, Jr

AFFIDAVIT

MAHONING COUNTY

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)
)

SS:


Edmund P. Kolodziej, Jr.
President

Sworn to and subscribed in my presence this 8 day of September, 2016.

Christine Sharkey
Notary Public



Exhibit B

Certification from Aqua Ohio, Inc.

and related documents



April 26, 2016

The Bank of New York Mellon
Trust Company, N.A.
Attention: Nancy Johnson
Global Corporate Trust
500 Ross Street, 12th Floor
AIM 154-1275
Pittsburgh, PA 15262

RE: Aqua Ohio, Inc. Certification re Transfer of Assets to Subsidiary

Dear Trustee:

Pursuant to our call on April 8, 2016, Aqua Ohio, Inc. has determined that it is in company's business interest to transfer its waste water assets to a newly formed, wholly owned subsidiary of Aqua Ohio, Inc. The subsidiary is known as Aqua Ohio Waste Water, Inc. The transfer of these assets will save the company a significant amount due to their exemption from personal property tax in Ohio.

Enclosed please find the certification of the President of Aqua Ohio, Inc. The Certification articulates Aqua Ohio's position that the transfer is allowable pursuant to, and that the assets remain subject to, the terms of the Indenture.

On behalf of Aqua Ohio, Inc., I request that you inform me of any objection of the Trustee to the transfer and any reasons therefore, or if no objection to inform me of the same.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Henry", is written over a horizontal line.

Andrew Henry
Assistant General Counsel
Aqua Ohio, Inc.
762 W Lancaster Ave
Bryn Mawr, PA 19010
(610) 645-4237

cc: via e-mail - chris.howe@bnymellon.com
- Meredith.Elliott@bnymellon.com

CERTIFICATION FROM AQUA OHIO, INC. TO THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., TRUSTEE UNDER
INDENTURE OF MORTGAGE DATED AS OF JULY 1, 1945,
AS SUPPLEMENTED

This Certification is submitted by Aqua Ohio, Inc., a corporation organized and existing under the laws of the State of Ohio (the "Company") to The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, having one of its principal places of business in the City of Cleveland, Cuyahoga County, Ohio (the "Trustee").

WHEREAS, the Company, by its predecessor, Ohio Water Service Company, executed and delivered its Indenture of Mortgage dated as of July 1, 1945 to the Trustee (by its predecessor, Central National Bank of Cleveland); and

WHEREAS, said indenture has been supplemented seventeen times, the latest being the Seventeenth Supplemental Indenture dated as of October 4, 2013 (the original Indenture and the supplements collectively referred to herein as the "Indenture"), and

WHEREAS, the Company for business reasons is forming a wholly owned subsidiary, Aqua Ohio Waste Water Systems, Inc., an Ohio corporation, ("Subsidiary") to own and operate the Company's waste water systems and operations separate from the Company's potable water systems, and

WHEREAS, the Company is assigning to the Subsidiary ownership of Company assets which are subject to the terms and conditions of the Indenture, and

WHEREAS, the Company wishes to hereby certify to the Trustee that the formation of the Subsidiary, transfer of Company assets to the Subsidiary, and future operation of waste water systems by the Subsidiary is fully permitted under the Indenture, and that the Subsidiary's property and assets will continue to be subject to the Indenture,

NOW, THEREFORE, the Company certifies as follows:

1. All properties and assets of the Company, other than as are otherwise expressly excluded in the Indenture, are subject to the Indenture as duly evidenced by mortgages filed in each county where the company owns property, and by appropriate personal property filings. The Company furthermore certifies that it is in compliance with all covenants and requirements set forth in the Indenture. Included in Company properties and assets subject to the Indenture are various waste water treatment properties, facilities and assets.

2. The Company has following the latest supplement to the Indenture created a wholly owned subsidiary, Aqua Ohio Waste Water Systems, Inc., an Ohio corporation (Subsidiary). The Company is, and shall remain the sole shareholder of the Subsidiary and the directors and officers of the Subsidiary shall be the same at the Company.

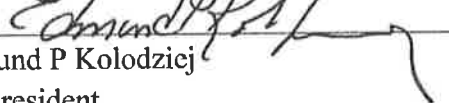
3. The Company for business, regulatory, and operations purposes is assigning to the Subsidiary ownership of the Company's assets and properties used and applied in the Company's waste water treatment franchises and operations.

4. The Company certifies that its creation of the Subsidiary and assignment of waste water properties and assets to the Subsidiary comply with all existing covenants and agreements added to the Indenture by the Sixteenth Supplemental Indenture dated as of May 17, 2013 (herein "Sixteenth Supplement"), including but not limited to Article IV, Section 1, Parts F through M pertaining to the Company's subsidiaries, with "Subsidiaries" being recognized and permitted as part of the "operations, affairs, financial condition, assets or properties of the company taken as a whole" in Article IV, Section 3 (G), and defined in Article IV, Section 3(I) of the Sixteenth Supplement.

5. The Subsidiary will be subject to all conditions and obligations of the Indenture to the same extent as is the Company, and all assets and properties transferred and assigned to the Subsidiary, and all later acquired assets and property acquired by the Subsidiary will be fully subject to the lien of the Indenture.

Aqua Ohio, Inc.

Date: 4-26-16

By: 
Edmund P Kolodziej
Its: President

201611600068

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/25/2016	201611600068	DOMESTIC ARTICLES/FOR PROFIT (ARF)	99.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY
DEANNE E. SCHAUSEIL
50 W. BROAD STREET
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

3894406

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AQUA OHIO WASTEWATER, INC.

and, that said business records show the filing and recording of:

Document(s):

DOMESTIC ARTICLES/FOR PROFIT

Document No(s):

201611600068

Effective Date: 04/22/2016



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
25th day of April, A.D. 2016.

Jon Husted

Ohio Secretary of State

CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Wilmington
Suite 400
2711 Centerville Road
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# Not Provided
Project Id :

Order# 113082-5
Order Date 04/21/2016

Entity Name : AQUA OHIO WASTEWATER, INC.

Jurisdiction : OH-Secretary of State

Request for : Incorporation/Formation Filing

File# : 3894406

File date : 04/22/2016

Result : Filed

Ordered by LISA PIOTROWSKI at AQUA AMERICA, INC.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Karin Dunn
kdunn@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

Exhibit C

Aqua/AWI Service Agreement

AGREEMENT

Agreement dated as of September 8, 2016, between Aqua Ohio, Inc., a corporation organized and existing under the laws of the State of Ohio, with its principal place of business located at 6650 South Avenue, Boardman, OH 44512 (hereinafter “Aqua Ohio”), and Aqua Ohio Wastewater, Inc. located at 6650 South Avenue, Boardman, OH 44512 (hereinafter “AWI”) and collectively hereinafter referred to jointly as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, both Aqua Ohio and AWI are direct or indirect subsidiaries of Aqua America, Inc., a Pennsylvania corporation (hereinafter “Aqua America”); and

2. WHEREAS, Aqua Ohio has been organized for and presently engaged in the business of providing water service as a public utility in the State of Ohio; and

3. WHEREAS, AWI is a subsidiary of Aqua Ohio and has been organized for and is or will be engaged in the business of providing wastewater service as a public utility in the State of Ohio; and

4. WHEREAS, Aqua Ohio and AWI are entering into this agreement to specifically define certain services that will be provided by Aqua Ohio to AWI as set forth in Exhibit A attached hereto and made a part hereof; and

5. WHEREAS, Aqua Ohio may engage or subcontract with other companies or persons, including other affiliated companies, to provide portions of the services hereunder; and

6. WHEREAS, Aqua Ohio, and AWI as a subsidiary of Aqua Ohio, receive services from Aqua Services, Inc. (hereinafter “Service Company”).

7. WHEREAS, the services to be rendered under this agreement are to be rendered by Aqua Ohio to AWI, as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, Aqua Ohio and AWI agree as follows:

ARTICLE 1. PERSONNEL AND SERVICES TO BE PROVIDED

1.1. During the term of this Agreement as set forth in Article 3 and upon the terms and conditions hereinafter set forth, Aqua Ohio will provide corporate management services, operational services and any other services as necessary and proper to operate a public utility business for AWI. In addition to the management services, operational services, and other services, Aqua Ohio will provide certain services, as set forth in Exhibit A, to AWI.

ARTICLE 2. PAYMENT FOR SERVICES

2.1. The Parties agree that no additional compensation is required for services, as AWI is Aqua Ohio's wholly owned subsidiary and such costs are included in Aqua Ohio's rates.

ARTICLE 3. TERM OF AGREEMENT

3.1. This Agreement shall become effective as of the later of (a) the date first set forth above or (b) the date the Parties receive the last of any necessary approval of governmental regulatory agencies having jurisdiction over this agreement. This Agreement shall supersede all prior agreements, written or oral, which shall terminate on the date this Agreement becomes effective. This Agreement shall continue in full force and effect until terminated by either of the Parties hereto giving the other Party hereto thirty (30) days' prior notice in writing; provided however, that this Agreement shall terminate as of the date AWI ceases to be an affiliate of Aqua America.

ARTICLE 4. BREACH

4.1. Either Party to the Agreement may terminate this Agreement upon material breach by the other Party. The non-breaching Party shall provide written notice of such breach to the other Party by certified mail, setting forth in detail the alleged failure and/or deficiency. If such breach is not corrected by the breaching Party within thirty (30) days from receipt of written notice by certified mail, this Agreement shall thereupon terminate.

ARTICLE 5. INFORMATION EXCHANGE

5.1. AWI shall provide such information as required by Aqua Ohio for Aqua Ohio to perform its obligations hereunder. Aqua Ohio agrees on behalf of it and its employees and contractors that it will maintain such information as confidential and not disclose such information to third parties unless required by law and applicable regulatory agencies. Aqua Ohio's obligation of confidentiality will not apply to information which (a) is or becomes available to the public other than as a result of a disclosure by Aqua Ohio or its employees or contractors, (b) was in Aqua Ohio's possession and obtained on a non-confidential basis prior to its disclosure by AWI or (c) becomes available to the Aqua Ohio on a non-confidential basis from a person or entity other than AWI who Aqua Ohio does not know or have reason to know is under an obligation of confidentiality to AWI.

ARTICLE 6. GENERAL PROVISIONS

6.1 JOINT OBLIGATIONS OF THE PARTIES. Aqua Ohio and AWI agree to cooperate in all matters that are the subject of this Agreement.

6.2 ARBITRATION. It is the stated purpose and goal of both Parties at all times to resolve any disputes and reach agreement by good faith negotiation between the Parties, without

recourse to arbitration or other legal actions. In the event, however, that any such dispute cannot be settled through negotiation, either Party may request that the matter(s) in dispute be referred to arbitration, with the exception of matter(s) directly pertaining to public-utility rates and/or services, which shall be initially referred to the Public Utilities Commission of Ohio. The demand for arbitration must be submitted to the American Arbitration Association within sixty (60) calendar days after the date of such request, in which case the arbitration shall be conducted at a mutually agreed upon location, in accordance with the rules and procedures then existing under the Commercial Arbitration rules of the American Arbitration Association, provided that notwithstanding anything to the contrary contained in such Rules the following shall apply: The arbitration board shall consist of a single arbitrator. The Parties shall endeavor to agree upon the single arbitrator. If the Parties fail to agree on a single arbitrator within twenty (20) business days, the arbitrator shall be selected by the American Arbitration Association or otherwise in accordance with such Rules. After the appointment of the arbitrator, the arbitrator shall meet as necessary for the purpose of reaching a determination in the dispute, and the decision of the arbitrator, submitted in writing, to the Parties shall be final and binding upon both Parties. Judgment upon any decision rendered by arbitrator may be entered in any court having jurisdiction. Each Party shall bear the expense of its own witnesses, and the expenses of the arbitrator and any general expenses of the arbitration shall be borne equally by the Parties.

6.3 **FORCE MAJEURE.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance hereunder due to any act of God, adverse weather condition, fire, flood, riot, strike, terrorism, accident, war, governmental requirement, inability to secure materials, labor or transportation, cable cut or other cause beyond the reasonable control of the affected Party.

6.4 STANDARD OF CARE. Aqua Ohio shall perform its services with that degree of care, diligence and professional skill and judgment which is normally exercised by professionals in its industry. Except as otherwise expressly set forth in this Agreement, Aqua Ohio makes no warranties, representations or other agreements, expressed or implied with respect to this Agreement and the services provided hereunder. Aqua Ohio's entire liability to AWI for any claim, loss, expense or damage under this Agreement, including any claims for special, incidental, consequential, indirect or punitive damages shall in no event exceed the sums actually paid by AWI to Aqua Ohio during the most recent calendar year.

6.5 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

6.6 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Ohio.

6.7 INDEMNIFICATION:

6.7.1 To the extent allowed by law, Aqua Ohio shall defend, indemnify and hold harmless AWI, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suite and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of Aqua Ohio or its officers, employees, agents, contractors and subcontractors in connection with services provided pursuant to the terms of this Agreement.

6.7.2 To the extent allowed by law, AWI shall defend, indemnify and hold harmless Aqua Ohio, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suite and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of AWI or its officers, employees, agents, contractors and subcontractors in connection with services provided pursuant to the terms of this Agreement.

6.8 SEVERABILITY. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect.

6.9 NO WAIVER. Failure by a Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.

6.10 NOTICES. Any notice given or made pursuant to this Agreement will be effective only if in writing and delivered in person, by messenger, by overnight delivery, or by certified mail, return receipt to a Party at the address first written above.

6.11 COMPLETE AGREEMENT. The terms of this Agreement constitute the entire agreement between the Parties concerning the subject matter hereof, and this Agreement may be modified only in a writing signed by both Parties.

6.12 TITLES AND HEADINGS. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Aqua Ohio and AWI have caused this Agreement to be signed in their respective corporate names by their respective Presidents or Vice Presidents, as of the day and year first above written.

AQUA OHIO, INC.

By: 

Title: President

AQUA OHIO WASTEWATER, INC.

By: 

Title: President

EXHIBIT A
TO
AGREEMENT

A. Provision of Metering Service and Meter Read Information: Wastewater consumption for a customer that receives water and wastewater service from Aqua Ohio and AWI, respectively, shall be based on the customer's water consumption. Aqua Ohio will provide AWI, or the Service Company, the meter readings/consumption information as necessary for billing purposes.

B. Disconnection of Water and/or Wastewater Service: Aqua Ohio is permitted to disconnect water or wastewater service to any customer that receives water service from Aqua Ohio and wastewater service from AWI and for which termination and/or disconnection of service is allowed under Aqua Ohio or AWI's tariffs.

C. Partial Payment: Partial payments of utility service for a combined water and wastewater bill shall be pro-rated to any open items with the same due date based on the value of each open item to the total. Partial payments shall be applied first to the oldest open item on a customer's bill and continuing thereafter to the next oldest open item, if any.

D. Calculation of Late Fees: Pursuant to Aqua Ohio and AWI's tariffs, a single late payment fee of 5% per month will be applied to the combined water and wastewater charges.

E. Conflict with Tariffs: In the event of any conflict between this Agreement and the tariffs of Aqua Ohio, AWI, or both, as such may be later amended from time to time, the terms of the tariffs shall control.

Exhibit D

Proposed Aqua Ohio Wastewater, Inc.

P.U.C.O. Tariff No. 1

AQUA OHIO WASTEWATER, INC.

P.U.C.O. TARIFF NO. 1

Case No. XX-XXXX-ST-TRF

Covers the following Service Areas:

- Area formerly served by
Ohio American Water Company

P.U.C.O. Tariff No. 1

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Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 16-1848-ST-ACE

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

Section 1
Original Sheet No. 1

P.U.C.O. Tariff No. 1

SUPERSEDED TARIFFS

[RESERVED]

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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 sewer service from the Company.

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

B.O.D. – Biochemical Oxygen Demand

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

C.F.R. – Code of Federal Regulations

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

COMPANY – Aqua Ohio Wastewater, Inc.

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

COST – The expenditure by the Company for labor, materials, engineering, supervision, motor vehicles and tools, and/or any other expenditures incidental thereto to the extent that any or all of such items are directly assignable to the particular situation involved, except when modified by the word "estimated," in which case it shall be the estimated expenditure for such item.

CUSTOMER – Any Person who enters an agreement with the Company to receive sewage disposal service.

DOMESTIC SERVICE – Discharge of Domestic Sewage into the Company's collection system.

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DOMESTIC SEWAGE – Sewage excluding storm and surface water, resulting from normal household activities only, including but not limited to, waste from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, garbage disposals, laundries and sinks.

FORCEMAIN – A pipe that carries pressurized sewage from a Lift Station to the sanitary sewer collection system or a Wastewater-Treatment Plant.

FOUNDATION DRAIN – A pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

GRAVITY MAIN – A pipe that conveys sewage by gravity.

GRINDER PUMP STATION – A wastewater pump station or other facility that is located on the Service Line and that pumps sewage to the Company's sewer mains when sewage cannot flow to the main by gravity.

HIGH-STRENGTH SEWAGE – Sewage that contains high C.B.O.D., ammonia, phosphate, T.S.S., or pH, or that could impact the Company's Wastewater-Treatment Plant's ability to treat waste and meet its N.P.D.E.S. permit requirements.

HIGH-STRENGTH WASTE DISCHARGE – Any wastewater having a concentration in excess of those listed in Section 3-6, Item 12 of this Tariff.

LIFT STATION – A wastewater pump station that conveys sewage in Forcemains to Gravity Mains or the Wastewater-Treatment Plant.

METER – The Company-approved device or apparatus, including associated remote registers, used to measure the quantity of service provided.

NONDOMESTIC SEWAGE – All sewage other than Domestic Sewage, including but not limited to, commercial or industrial wastes.

N.P.D.E.S. – National Pollutant Discharge Elimination System

OHIO ADM. CODE – Ohio Administrative Code

O.R.C. – Ohio Revised Code

OUTAGE – Any interruption of a Company system that causes the cessation of sewer service.

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

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PREMISES – Each of the following, together with the lot or parcel of land upon which it is located, or such portion of such land as is used or held for use with it, shall constitute a Premises:

- (1) One building designed or used for single-family occupancy as a residence.
- (2) One building designed or used for single-family occupancy both as a residence and for professional or business purposes, when the resident conducts the business or profession. When not so conducted, the portion occupied by the resident constitutes one Premises and each separate portion occupied by other Persons for professional or business purposes constitutes a separate Premises.
- (3) A combination of Adjacent Buildings, one portion designed or used for single-family occupancy as a residence and the other portions designed for professional or business purposes all of which are occupied by the resident. When not so occupied, the portion designed or used for single-family occupancy constitutes one Premises and each separate portion designed or used for professional or business purposes and occupied by other Persons constitutes a separate Premises.
- (4) One building designed or used by one Person for professional or business purposes.
- (5) A combination of Adjacent Buildings designed or used by one Person for professional or business purposes.
- (6) Each combination of rooms designed or used for single-family occupancy as a residence, within a multiple-unit building.
- (7) Each room or combination of rooms designed or used by one Person for professional or business purposes within a house or within a multiple-unit building.
- (8) Each parcel of land that requires sewer 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.

RELATED FACILITIES – All fittings, valves, connections, and other facilities associated with a 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) Customer Service Line – Where a clean out has been installed between the Gravity Main or Forcemain and the property line, right-of-way, or easement line, the portion of the

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Service Line from the Company's Service Line to the structure or Premises.

Where a clean out has not been installed between the Gravity Main or Forcemain and the property line, right-of-way, or easement line, the pipe connecting the structure or Premises to the Company's Gravity Main or Forcemain, including the connection fitting on the Company's Gravity Main or Forcemain.

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

- (2) Company Service Line – Where a clean out has been installed between the Gravity Main or Forcemain and the property line, right-of-way, or easement line, the portion of the Service Line from the Gravity Main or Forcemain up to the clean out at or near the property line, right-of-way, or easement line. The Company Service Line is maintained at the Cost of the Company.

When a new Service Line is installed, or when the connection between an existing Service Line and Gravity Main or Forcemain has been excavated or exposed, the Company shall install a Company Service Line, including a clean out between the Gravity Main or Forcemain and the property line, right-of-way, or easement line.

SPECIAL CONTRACT – 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.

SEWER – A pipe for carrying sewage and other liquid waste.

TARIFF – This document in its entirety.

TEMPORARY SERVICE – Sewer service that is not continuously used throughout the year, such as for building or construction purposes and 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.

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GENERAL REGULATIONS GOVERNING SERVICE

1. The Tariff's provisions bind every Applicant and Customer who applies or takes sewer service. No employee or agent of the Company has the right or authority to bind it by any promise, agreement, or representation contrary to this Tariff. Nothing within this Tariff, however, shall take precedence over the rules set forth in Ohio Adm. Code Chapter 4901:1-15.
2. Customers who receive both sewer service and water service, whether from Aqua Ohio, Inc. or any other provider of water service, shall comply with all applicable laws, regulations, tariff provisions, and contract provisions applicable to the provision of water service.
3. The Company will provide adequate service but does not guarantee uniform or uninterrupted service. To the extent sewer service depends on the provision of water service by Aqua Ohio, Inc. or any other provider, the Company does not guarantee a sufficient or uniform pressure or an uninterrupted supply of water, but only such supply of water as is then available and no other or greater.
4. The Company shall not be liable for a deficiency or failure, regardless of cause (except as a result of willful misconduct), in the provision of sewer service nor for any damage caused thereby. Neither is the Company liable for the bursting or breaking of any Service Line, any attachment to same, or any other facilities used by the Company (except as a result of willful misconduct).

The Company shall not be considered in any manner an insurer of property or Persons, or to have undertaken to protect any property or Persons against loss or damage. The Company agrees to furnish and provide such sewer service as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or Persons by reason of failure to supply sewer service, if same is without willful misconduct on its part.

Approval of the above language by the Commission, however, does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

5. For any purpose when an Outage is planned, including due to an interruption in water service, affected Customers shall be notified at least three days in advance. Notice of an interruption in water service by Aqua Ohio, Inc. shall also constitute notice of an Outage. The notice shall be delivered in writing to the Customer, by notice printed in a newspaper of general circulation serving the community, or by an obvious sign posting in the Company's affected service territory. The notice shall state the date and estimated duration of the Outage for the affected area or areas, and a local toll-free number that Customers may call with

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questions. The Company will also post the planned Outage on its website by the date of the Outage.

An Outage or temporary disconnection of sewer service to any Premises for any cause shall not entitle the Customer to a deduction in the amount of his or her charges during the time of such Outage or temporary disconnection. Nor shall the Outage or temporary disconnection of service cancel a contract for service except at the option of the Company or upon written notice from the Customer.

6. In the interest of public health and for the protection of Company property, the Company will not permit Service Lines, or any other lines or pipes carrying or that are in a position to carry sewage, to be connected either on or off any Premises with any lines that the Company knows or has good reason to believe carries, or is in a position to carry, Nondomestic Sewage, unless the written approval of the Company is first obtained.

The Company prohibits the discharge of Clean Waters into its sewage system. The Company reserves the right to prohibit, to accept, or to require pretreatment of Nondomestic Sewage. No High-Strength Sewage shall be discharged into the Company's sewer system without written approval from the Company. The Company will be permitted to charge a fee based on the Company's Costs for approved High-Strength Waste Discharge to cover the additional Costs of treating said waste.

7. When an Application is made for the installation of a Company Service Line for sewer service or for the reinstatement of sewer service, the Company shall be entitled to assume that the piping and fixtures to which the service will be supplied are in good order to receive such service. The Company nonetheless reserves the right to inspect said facilities to ensure against possible damage.
8. Service will not be provided where pipes are inferior or where the plumbing is defective; neither shall service be provided where appliances or other fixtures leak or are defective. When such conditions are discovered, and after 14 days prior written notice by the Company, service shall be disconnected until the Customer makes the necessary repairs.
 - A. All plumbing work shall be done in accordance with both any applicable plumbing code of the state or municipal unit in the Company's service area and/or regulations adopted by any duly constituted board or commission having jurisdiction with respect to such matters. Where plumbing work, upon inspection, is found to be in violation of any applicable plumbing code, rule, regulation, or ordinance, the Company may refuse or disconnect sewer service as provided in this Tariff.
 - B. The Customer must submit for inspection all plumbing work done in connection with pipe and fixtures connected to the Company's mains, Service Lines, or other pipelines or facilities, before such underground work is covered up. Whenever the

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Company determines that plumbing work is defective, the Company may refuse, suspend, or terminate service.

9. The Company shall have the sole right to determine the size, type, and location of any Service Line, pipes, equipment, connections, and other facilities necessary to provide service. The Company will not supply service or connect its system to any residential development, commercial or industrial complex, or other multi-Premises development serving multiple buildings through a master-meter or similar arrangement except pursuant to a Special Contract. Such a Special Contract shall be filed with and approved by the Commission pursuant to an Application that is submitted by the Company and is posted on the Commission's docketing information system and is accessible through the internet. The Company is required to conform its schedules of rates, tolls, and charges to such Special Contract, and where variable rates are provided for in any such Special Contract, the Cost data or factors upon which such rates are based and fixed shall be filed with the Commission in such form and at such times as the Commission directs. Every such Special Contract shall be under the supervision and regulation of the Commission, and is subject to change, alteration, or modification by the Commission.
10. The Company has the exclusive right to operate and inspect all Service Lines, equipment, connections, or other facilities. When installed at the expense of the Company, all pipe, fittings, equipment, connections, or other facilities shall at all times be and remain the property of the Company, whether located outside or inside of the Customer's Premises. The Company may inspect or remove and repair these appurtenances at any time during reasonable hours or upon the discontinuance of service.
11. When an Applicant applies for Temporary Service, such service shall be furnished under the regulations applicable to regular, permanent service. Special, temporary requirements for sewer service may be met by applying for the same at the office of the Company in accordance with Section 3-4, "Contracts for Sewer Service," Item 1 of this Tariff.
12. The Customer shall not, without Company consent, use sewer service for any purpose or upon any Premises not stated in the Application for service.
13. 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

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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, pipeline, seal, or other facility under the control of, or belonging to, the Company.
 - (b) For connecting the Service Line or any pipe directly or indirectly connected to it with any other pipes carrying or which are in a position to carry Clean Waters, other non-sewage wastes, or unacceptable sewage.
 - (c) For any other violation of or failure to comply with the regulations of the Company that may in the opinion of the Company or any public authority create an emergency situation.
- (2) The Customer must be given not less than 24 hours written notice before service is disconnected for the discharge of any type of sewage not stated in the Application; for the use of sewer service upon any Premises not stated in the Application; or to prevent waste or other unauthorized use of service.

Personal delivery of the notice to the Customer's Premises shall first be attempted. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the Premises in a conspicuous manner.

- (3) The Customer must be given not less than 14 days written notice before service is disconnected when any of the following conditions exist:
- (a) For nonpayment of any Tariff 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 nonpayment may not occur prior to 14 days after the due date.
 - (b) For any violation of, or failure to comply with, the regulations of the Company other than stated in Item 13.B.(1) and (2) of this section.
 - (c) For misrepresentation in the Application as to any material fact.
 - (d) For denial to the Company of reasonable access to the Premises for inspection or operational purposes.
 - (e) 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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- C. Service may not be refused or disconnected to any Customer or refused to any Applicant for service for any of the following reasons:
- (1) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer continues to reside at the Premises.
 - (2) Failure to pay for a class of service different from the service provided for the account in question.
 - (3) Failure to pay any amount that, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (4) Failure to pay any charge not specified in a Company tariff.
- D. 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.
- E. 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.
- F. When the Company complies with conditions set forth in this Item, it may disconnect service during its normal business hours as stated in the Tariff; no disconnection for past-due bills or for not making a deposit as required, however, may be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- G. 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.

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H. The Company shall comply with the following medical certification provisions:

- (1) In accordance with the certification requirements of this Item, the Company shall not disconnect residential service for nonpayment if the disconnection of service would be especially dangerous to the health of any consumer who is a permanent resident of the Premises.
- (2) The medical condition shall be certified to the Company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse midwife, or local board of health physician.
- (3) The Company shall act in accordance with the following medical requirements:
 - (a) Upon request of any residential consumer, the Company shall provide a medical certification form to the Customer or to any health care professionals identified in Item 13.H.(2) of this section. The Company shall use the medical certification form provided on the Commission's website.
 - (b) The certification of the medical condition referenced in Item 13.H.(1) of this section shall be in writing and shall include the name of the Person to be certified; a statement that the Person is a permanent resident of the Premises in question; the name, business address, and telephone number of the certifying party; and a signed statement by the certifying party that the disconnection of service will be especially dangerous to the health of the a permanent resident of the Premises.
 - (c) Initial certification by the certifying party may be by telephone if written certification is forwarded to the Company within seven calendar days.
 - (d) Certification shall prohibit disconnection of service for 30 calendar days.
 - (e) If a medical certificate is used to avoid disconnection, the Customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.
 - (f) If service has been disconnected for nonpayment within 21 calendar days prior to the certification of a special danger to the health of a qualifying resident, the Company shall restore service to the residence once the certifying party provides the required certification to the Company, and the Customer agrees to an extended payment plan.

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(g) A Customer may renew the certification two additional times (30 days each) by providing additional certificates to the Company. The total certification period may not exceed 90 days per household in any 12-month period.

(4) The Company shall give notice of the availability of medical certification to its residential Customers by means of bill inserts or special notices.

I. When the Company has refused or disconnected service under its Tariff, the Company may take reasonable measures to physically disconnect service. The Company will bill the Customer for the out-of-pocket expenses incurred for the disconnection and reconnection.

14. Reconnection of Service.

A. The Company will reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular Company business day after any of the following:

(1) Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge.

(2) The elimination of conditions that warranted the disconnection of service.

(3) Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan.

B. If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:

(1) If reinstatement of service is requested the same day, the Customer must notify the Company no later than 12:30 p.m., and the Customer must make payment in the Company's business office or provide proof of payment.

(2) The Company may require that the Customer sign an agreement to pay the Company's incurred Costs for reinstatement of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

(3) If service has been physically disconnected, the Company cannot guarantee reinstatement of service on the same day that payment is rendered, but shall use its best efforts to reinstate service as soon as reasonably practicable.

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If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgement of willingness to accept the responsibility for payment of the Customer's bill in case of the Customer's default.

The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this Item unless that bill is more than 14 days past due.

If a Customer whose service has been disconnected for nonpayment of bills or for violation of or failure to comply with regulations of the Company desires a reconnection, such reconnection may only be made in accordance with the provisions of this Item.

15. The Company shall charge a Customer for responding to service calls at times other than the Company's regular business hours where the service response is due to the acts of the Customer. The charge shall reimburse the Company for the Costs in responding to the request for service.
16. Any employee or agent of the Company seeking access to the dwelling or structure of a Customer shall voluntarily identify himself or herself, provide proper Company photo identification, and state the reason for the visit. The employee or agent shall, in all cases, direct himself or herself to a Person holding himself or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.
17. The Company shall investigate and respond to Complaints as follows. The Company shall accept and process both oral and written Complaints. The Company shall investigate each Complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten business days after the date of the receipt of the Complaint. If the complainant is not satisfied with the Company's report, the Company shall promptly inform the Customer of the availability of the Commission's Complaint handling procedures, including the then-current address and the local or toll-free telephone number of the Commission's call center. In addition to the requirements imposed by any other provisions of Ohio Adm. Code Chapter 4901:1-15, the Company shall make a fair and complete investigation of any Customer's Complaint referred by the Commission. The Company shall submit a report to the Commission within ten business days after the receipt of a Commission request for information concerning a Complaint or Complaints. The report shall outline the Company's investigation and any corrective measures taken. The Company shall submit reports in writing upon Commission request.

Complaint records will be kept as follows. The record shall include the name and address of the Customer or consumer, and identify the Company, the date and nature of the issue, and the date and nature of the resolution. Such records shall be retained for a minimum of three years.

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

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18. The Company will adhere to the following requirements in making determinations of Customer creditworthiness, including the establishing and re-establishment of credit, deposits and deposit administration, and account guarantors. The Company procedures shall be equitable and administered in a nondiscriminatory manner. The Company, without regard to race, color, religion, gender, national origin, age, handicap, or disability, shall base its credit procedures upon the credit risk of the individual as determined by the Company without regard to the collective credit reputation of the area in which the residential Applicant or Customer lives. The Company shall make its current credit procedures available to Applicants and Customers upon request and shall provide this information either verbally or in writing, based upon the Applicant's or Customer's preference. The Company may also provide its Applicants or Customers with a summary of the Company's credit procedures, which shall be written in plain English. This summary shall be reviewed and approved by Commission staff before distribution to the Company's Applicants or Customers.

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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. Where water service is provided by Aqua Ohio, Inc., the Company shall have the option to bill Customer's water or sewer service separately, or to combine bills, as it deems necessary.
3. Residential bills for sewer service become delinquent if not paid within 15 days after the billing date indicated on the bill. Nonresidential bills for sewer service become delinquent if not paid within 21 days after the billing date indicated on the bill. Sewer service may be discontinued for delinquent bills in accordance with Section 3-2, "General Regulations Governing Service," Item 13 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 sewer 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.
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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9. If a bill is found to have been improperly calculated, the Company shall make a credit or charge within 30 days or on the next bill as follows:
 - A. When a Customer has been overcharged as a result of incorrect reading of the Meter, incorrect application of the rate schedule, incorrect connection of a Meter, or other similar reasons, the amount of the overcharge will be either adjusted and refunded or credited to the Customer within 30 days or on the next bill.
 - B. When a Customer has been undercharged as a result of incorrect reading of the Meter, incorrect application of the rate schedule, incorrect connection of the Meter, or other similar reasons, the amount of the undercharge shall be billed to the Customer and may be paid by the Customer over a period not greater than the period of such undercharge unless the Customer causes the undercharge.
10. A Customer desiring sewer service to be temporarily discontinued to a Premises used or occupied for only part of the year shall so notify the Company. Otherwise, such Premises, except public parks, public playgrounds, and educational buildings and facilities shall remain subject to continuous, year-round charges at Tariff rates.
11. At such time as the Company is notified of the change in tenancy or ownership requiring the filing of a new Application for sewer service, whether such notice is given by the former Customer or otherwise, a final water Meter reading shall be obtained and a final bill shall be rendered. The Customer in whose name the account stands at the time such final bill is rendered shall be liable for the final bill. Service to the Premises will not be restored until a new Applicant or Customer applies for service. Other occupants of the Premises shall not be held liable for the payment of the sewer service contract between the Company and the person whose name the service is in, if the person whose name the service is in vacates the Premises.
12. Bills rendered upon termination of the contract must be paid on or before the past due date indicated on the bill. When not so paid, the past due amount becomes due and payable.

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CONTRACTS FOR SEWER SERVICE

1. All Applications for Sewer Service

- A. All Persons desiring sewer service must apply to the Company for such service. All Applications for service must state the type or types of sewage to be discharged from the Premises to be served. Customers requesting service to a Premises with an existing sewer service may make an oral Application for service, supported by such documentation as the Company deems necessary. Customers requesting service to a Premises without preexisting sewer service shall make a written Application for service in the form set forth in Section 3-5 of this Tariff. A separate Application for sewer service is required for each Premises served. Additionally, an Application for the installation of a Company Service Line must state the correct lot and street number or other complete identification of the Premises to be supplied. Where the Company and Aqua Ohio, Inc. provide or are to provide both sewer and water service, a single Application shall be made using the Application set forth in Section 3-5 of this Tariff.
- B. Except to the extent otherwise provided in any franchise agreement between the Company and governmental unit in the Company's service area, main extensions, Related Facilities, and subsequent connections shall be provided in accordance with the terms and conditions of Ohio Adm. Code 4901:1-15-30 and under either a written contract or the Application set forth in Section 3-5 of this Tariff.
- C. Accepted Applications for sewer service to be supplied to any Premises constitute a license to the Customer to provide for sewer service for said Premises for the purposes specified in such Application. If the Customer uses or knowingly permits to be taken or used, sewer service from said Premises for any Persons or purposes other than those specified in such Application without first obtaining the written permission of the Company to use the sewer service in such manner, such use shall be a violation of the contract. The Company shall have the right under such circumstances to discontinue sewer service after due notice to the Customer as provided in this Tariff.
- D. Upon the commencement of service by the Company, the Customer is obligated to pay for the service furnished. Additionally, both the Company and the Customer become obligated to abide by all the terms and provisions of the Tariff then in effect and as the same may be lawfully altered, amended, or otherwise modified.
- E. Any change in the identity of the contracting Customer at a Premises, including when that Customer no longer resides at an otherwise occupied Premises, will require a new Application. Each Person accepting sewer service from the Company without making proper Application shall nevertheless be deemed to be a Customer for the purpose of this Tariff. The Company may terminate such Person's service upon 14 days notice until proper Application is made.

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- F. When the Company becomes aware of a change in the identity of the contracting Customer at a Premises, including when that Customer no longer resides at an otherwise occupied Premises, the current occupant will be liable for service, to be calculated on an estimated basis from monthly remote Meter read data from the date of occupancy to the reading of the Meter. The current occupant will not be held liable for any service provided at that Premises prior to that occupant's date of actual possession of the Premises.

2. Additional Requirements for Applications for Company Service Lines

The Application for installation of a Company Service Line will be accepted subject to the condition that there shall be a sewer main fronting the Premises to be served. When such condition does not exist, it shall be necessary for the Applicant first to enter into a main extension agreement with the Company. When an Applicant applies to install a Company Service Line for sewer service, or for the reinstatement of sewer service, the Company shall be entitled to assume that the piping and fixtures to which the service will be supplied are in order.

3. Additional Requirements for Temporary Service

The Company may charge the Customer the Cost of labor and material, including any Meter that is required to make the Temporary Service available and to subsequently remove the service, minus the salvage value of materials, if any. If the Company charged the Customer before the Cost was determined, and if the amount charged exceeds the actual Cost, then a refund shall be made.

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

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WATER / SEWER 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 _____

SELECT ONE: ☐ SEWER ONLY ☐ WATER AND SEWER

LOCATION	SECT. UNIT	BASE	SUFFIX		DEVELOPER #	CONTRACT #	REFUND #
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
						REFUND % SPLIT	

SUBSEQUENT CONNECTION PER-FOOT FRONTAGE CHARGE \$ _____

CAPITAL INVESTMENT FEE (if applicable) \$ _____

TOTAL DUE BY CUSTOMER \$ _____

I request Aqua Ohio, Inc. to install a _____ (size) Company Service Line
and (if applicable) 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 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 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 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 _____

CHECK APPROPRIATE BLOCKS

☐ SINGLE RESIDENCE
☐ DOUBLE RESIDENCE
☐ APARTMENT
☐ COMMERCIAL

☐ MULTI-UNIT
☐ LONG SIDE
☐ SHORT SIDE
☐ CURB CONNECTION

☐ INSPECTED
☐ INDUSTRIAL
☐ OTHER

STREET OR HIGHWAY PERMIT RECEIVED

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

REMARKS _____

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SERVICE LINES

1. All materials used in the construction of the Service Lines shall be in accordance with current standards specified by the Company and shall conform to the Ohio State Sanitary Code and to any applicable county or city sanitary code.
2. Where Service Lines are installed to basements, the Customer shall securely plug the connection to prevent the entrance of water, mud, debris, etc., into the system. The plug shall be left in place until after the building is under roof, the basement floor slab is in place, and all debris is cleaned out of the basement.
3. The Company shall inspect all modifications and/or repairs to the Service Lines prior to backfilling.
4. The introduction of any Clean Water by the Customer to the Service Line shall not be permitted under any circumstances, and the continuance of such practice shall be grounds for immediate discontinuance of sewer service.
5. No Customer may make connection of roof downspouts, foundation drains, areaway drains, sump pumps, or other sources of Clean Water, infiltration or inflow to a public sanitary sewer or to a building sewer or building drain that in turn is connected directly or indirectly to the Company's sewer system. The Customer must immediately disconnect any such connections when found. Failure to disconnect is grounds for immediate discontinuance of sewer service.
6. A separate and independent building Service Line shall be provided for every building or property served. The Company does not and will not assume any obligation or responsibility for damage caused by or resulting from any single connection that has multiple buildings discharging to a single Service Line. All new building sewers, including any necessary replacement of existing building sewers, must comply with the Company's construction standards and State plumbing code. The connection of the building Service Line into the Company's sewer system shall be made in accordance with current standards specified by the Company.
7. It shall be the responsibility of the Customer to keep and maintain the building Service Line connected to the Company's sewer system in good repair. The Customer shall be responsible for making necessary repairs, at his or her own expense, to the building Service Line when notified in writing by the Company that repairs are necessary. Should the Customer fail to repair the building sewer within 60 days after receiving written notification by the Company that such repairs are necessary, the Company may terminate sewer service to the property without further notice.
8. No unauthorized Person shall uncover, make any connections with or opening into, use, alter, or disturb any part of the Company's sewer system or appurtenance thereof without first obtaining written approval from the Company. All Costs and expenses incidental to the

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installation and connection of the building Service Line shall be borne by the Customer. The Customer shall indemnify the Company from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer, provided, however, that such indemnification shall not extend to loss or damage due solely to willful misconduct or negligence on the part of the Company.

9. Grease, oil, and sand-interceptor sewers shall be provided when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing floatable oil, sand, or other harmful ingredients, except that such interceptors shall not be required for single-family properties. The Company shall approve the type and capacity of all grease, oil, and sand interceptors. The Customer shall locate them as to be readily and easily accessible for cleaning and inspection. The Customer shall maintain all installed grease, oil, and sand interceptors at the Customer's expense in continuously efficient operation at all times. In the maintaining of these interceptors, the Customer shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal that are subject to review by the Company. If the Customer does not perform any removal and hauling of the collected materials, then a currently licensed waste disposal firm must perform the removal and hauling of said materials.
10. No user shall introduce, cause to be introduced, or allow to be introduced into the Company sewer system any pollutant or wastewater, including High-Strength Waste Discharges, that causes pass through or interference with the Company's sewer system. These general prohibitions apply to all users of the Company sewer system whether or not they are subject to categorical pretreatment standards or any other national or state pretreatment standards or requirements.
11. No user of the Company sewer system shall introduce, cause to be introduced, or allow to be introduced into the Company sewer system the following pollutants, substances, or wastewater:
 - A. Pollutants which create a fire or explosive hazard in the wastewater system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 C.F.R. 261.21;
 - B. Wastewater having a pH less than 6.0 or greater than 10.0, or otherwise, having any corrosive characteristics capable of causing damage or hazard to treatment processes, structures, equipment, and/or personnel of the Company's sewer system;
 - C. Trucked or hauled pollutants, except at discharge points designated by the Company;
 - D. Solid or viscous substances that may cause obstruction to the flow in a sewer or other interference with the operation of the Company sewer system such as, but not limited to: grease, floatable oil, garbage with particles greater than one-half inch in

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- any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, pottery, casting clays, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or either glass-grinding or glass-polishing wastes;
- E. Pollutants, including oxygen-demanding pollutants (B.O.D., etc.) or high T.S.S., released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the Company's sewer system;
 - F. Wastewater having a temperature greater than 150°F (66°C) or which will inhibit biological activity in the treatment plant resulting in interference, or that will cause the temperature at the introduction into the Company's sewer system treatment plant to exceed 104°F (40°C);
 - G. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin;
 - H. Pollutants that result in the presence of toxic gases, vapors, or fumes within the Company's sewer system in a quantity that may cause acute worker health and safety problems;
 - I. Hazardous waste as defined under 40 C.F.R. Part 261;
 - J. Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 - K. Wastewater that imparts color that cannot be removed by the Company's treatment process, such as, but not limited to, dye wastes or vegetable tanning solutions;
 - L. Wastewater containing any radioactive wastes or isotopes;
 - M. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater;
 - N. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 - O. Medical wastes, except as specifically authorized by the Company in writing;

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- P. Wastewater that causes, alone or in conjunction with other sources, the Company's sewer system treatment plant's effluent to fail a toxicity test or violate any applicable water quality standards;
- Q. Detergents, surface-active agents, or other substances that may cause excessive foaming in the Company's sewer system;
- R. Fats, oils, or greases of animal or vegetable origin in concentrations that interfere with the proper operation of the wastewater system;
- S. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the Company's sewer system, or at any point in the Company's sewer system, of more than five percent or any single reading over ten percent of the lower explosive limit of the meter. Materials specifically prohibited from discharge into the Company's sewer system include gasoline, kerosene, naphtha, fuel oil, paints, solvents, or any other substance that may cause a fire or explosives hazard to the Company's sewer system.
- T. Wastewater defined as a Categorical Waste by the U.S.E.P.A. or subject to any Categorical Pretreatment Standard established by the U.S.E.P.A. for such wastewater.
12. The following pollutant limits are established to protect against pass through and interference. Any wastewater having a single parameter listed below with a concentration in excess of the numeric value listed below shall be considered a "High-Strength Waste Discharge" for the purpose of this Tariff. No Person shall discharge wastewater containing in excess of the following maximum allowable discharge limits unless authorized by the Company through an individual permit:
- 30.0 mg/L ammonia nitrogen
 - 250 mg/L C.B.O.D. 5
 - 100 mg/L oil and grease
 - 4.5 mg/L total phosphorus
 - 250 mg/L T.S.S.
13. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the wastewater system.
14. If in the professional opinion of the Company a violation exists that threatens the health, safety, and/or welfare of the Company's employees, the general public, or the Company's sewer system, the Company may terminate sewer service to the property without notice. In such cases, the Company shall notify the Commission as soon as practicable as to the action taken, the reasons for such action, and the corrective action required.

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15. In the event additional equipment is necessary in order to transmit, transfer, or otherwise move waste generated by the Premises to the transmission main in the street, the Customer shall be responsible for the installation, according to Company specifications, and the Customer shall own and maintain all such equipment. The Company reserves the right to determine the location of the sewerage service connection, Grinder Pump Station, and any other necessary equipment and facilities, and the characteristics of any easements if required. The Company shall review and approve the entire Grinder Pump system from the Grinder Pump Station to the Company's sewer main or manhole, including the location of any Grinder Pump Station to be installed. No Grinder Pump Station shall be located inside a building.
- A. The Customer shall own and be solely responsible for the proper installation, operation, and maintenance of any Grinder Pump Station. The Company shall have no responsibility for the installation, operation, or maintenance of the Grinder Pump Station.
- B. The Company does not and will not assume any obligation or responsibility for the repair of, or damage caused by or resulting from, any malfunction of the owner's Grinder Pump Station. All Grinder Pump Stations, including any necessary replacement of existing Grinder Pump Stations, must comply with the Company's construction standards and applicable plumbing codes.

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GENERAL SEWER SERVICE

DOMESTIC AND NON-DOMESTIC SERVICE

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

<u>Size of Meter</u>	<u>Monthly</u>
5/8"	\$8.55
3/4"	\$11.29
1"	\$16.76
1-1/2"	\$30.45
2"	\$46.88
3"	\$85.21
4"	\$139.97
6"	\$276.87
8"	\$441.15

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 Aqua Ohio, Inc.'s Water Service \$54.83 per Month

Charges for sewer service will be comprised of the applicable Sewer Customer Charge and the Sewer Consumption Charge calculated on the number or estimated units at the appropriate rate block in accordance with the Summer/Winter Usage Formula.

*1 Ccf = 100 cubic feet

Issued: _____

Effective: _____

Issued by Edmund Kolodziej, Jr., President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 16-1848-ST-ACE

P.U.C.O. Tariff No. 1

SUMMER/WINTER SEWER USAGE FORMULA

This formula applies to Domestic sewer customers and Non-Domestic sewer customers providing service to apartment buildings that have five or more residential units in a building.

Definitions:

Winter Period is defined as the revenue periods of December, January, and February wherein the sewer customer's meter is read and/or estimated and billed by the Company.

Winter Period Average Usage is defined as the sum of the usage per the actual and/or estimated water meter registration during the Winter Period divided by three.

Summer Period is defined as the revenue period of May, June, July, August, and September wherein the sewer customer's meter is read and/or estimated and billed by the Company.

Non Summer Period is defined as the revenue periods of October through April wherein the sewer customer's meter is read and/or estimated and billed by the Company.

Formula Description:

The volume of sewer usage during the Summer Period months shall be considered to be equal to the lesser of the Winter Period Average Usage or actual usage. In the Summer Period, the lesser of the Winter Period Average Usage or actual usage as defined above will be billed at the tariff rates for General Sewer Service as listed on Section 4, Sheet No. 1.

For domestic customers who have not been provided service for all three Winter Period months and thus have not established a Winter Period Average Usage, the lesser of actual Summer Period usage or 6 Ccf (4,500 gallons) per month will be used for the Summer Period billings. The lesser of actual usage or 6 Ccf will be billed at the tariff rates at the General Sewer Service tariffs as listed on Section 4, Sheet No. 1.

For Non-Domestic customers who have not been provided service for all three Winter Period months and thus have not established a Winter Period Average Usage. This Summer/Winter Sewer Usage Formula shall not apply until the customer has an established Winter Usage Average.

In the Non-Summer Period, sewer customers will be billed for sewer service based on actual and/or estimated water meter registration and using the General Sewer Service tariff as listed on Section 4, Sheet No. 1.

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P.U.C.O. Tariff No. 1

RECONNECTION CHARGES

A charge of fifty dollars and ninety-five cents (\$50.95) will be made for reconnect of 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 one hundred fifty-five dollars and eighty-six cents (\$155.86). If sewer service has been physically disconnected, the Company shall bill the Customer for the out-of-pocket expenses incurred for the disconnection and reconnection.

DISHONORED PAYMENT CHARGE

Provided a customer's payment from the customer's approved financial institution is not 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 fifteen dollars and seventy-one cents (\$15.71) will be assessed to cover the cost of processing this transaction.

LATE PAYMENT CHARGE

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

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty-one dollars and seventy-six cents (\$31.76) will be charged for a service connection during the Company's regular business hours.

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P.U.C.O. Tariff No. 1

SERVICE AREA MAPS AND DESCRIPTIONS



Issued: _____

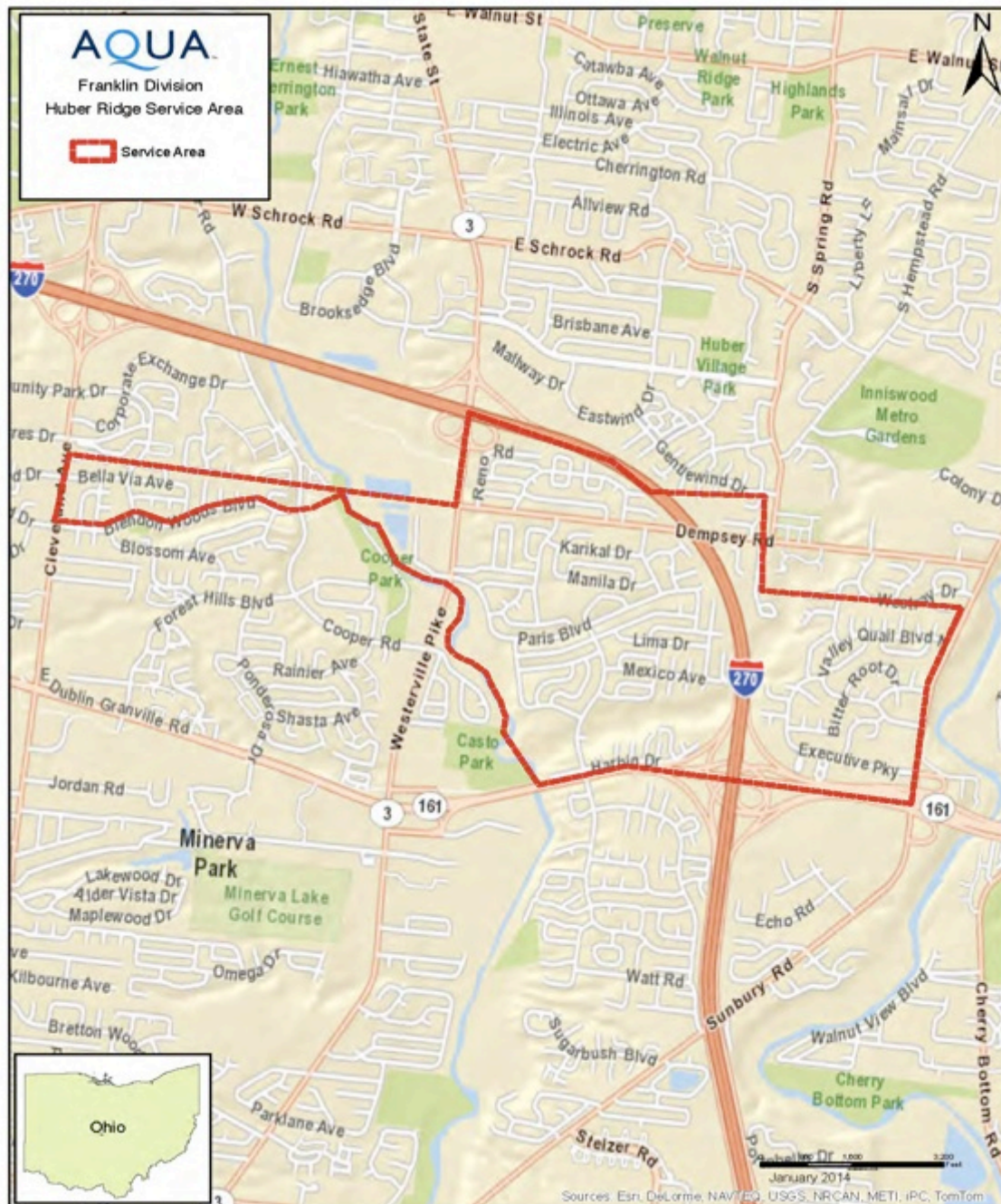
Effective: _____

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Order Dated _____ for Case No. 16-1848-ST-ACE

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

Section 5
Original Sheet No. 2

P.U.C.O. Tariff No. 1

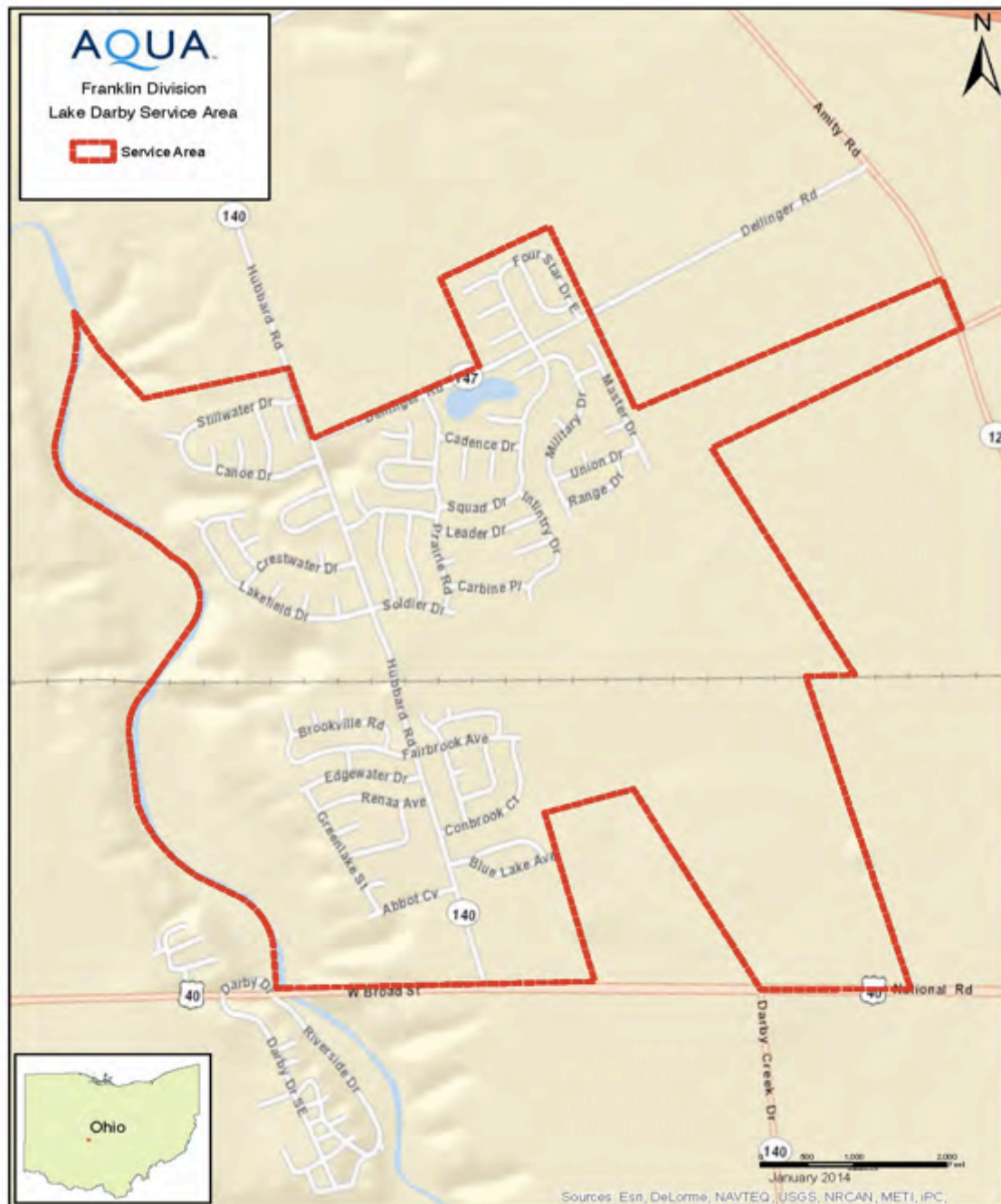


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Order Dated _____ for Case No. 16-1848-ST-ACE

SAMPLE BILL FORMAT

FRONT OF BILL



Service To:

Account Number

Aqua Ohio Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

Toll Free: 877.987.2782
Fax: 866.780.8292
www.aquaamerica.com

Questions about your water/sewer service?... Contact us before the due date.
Bill Date Total Amount Due Current Charges Due Date
September 14, 2015 \$ 113.15 October 06, 2015

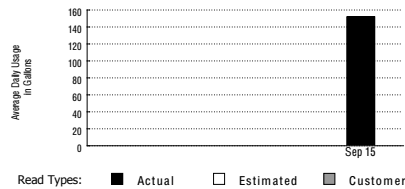
FRANKLIN COUNTY WATER
1230463 PWSID # OH2502512

Meter Data	Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
		5/8	09/10/15	22	Actual	22820	450	Cubic Feet
			08/19/15		Actual	22370		
Average Daily Usage = 20 Cubic Feet 1 CF equals 7.4805 gallons			Total Days: 22		Total Usage:		450	Cubic Feet

Billing Detail

Amount Owed from Last Bill \$ 0.00
Total Payments Received 0.00
Remaining Balance 0.00
Customer Charge Water 6.60
3,366 gallons @ \$0.0101625 per gallon 34.21
Current Water Charges 40.81
Current Sewer Charges 40.58
Account Activation Fee 31.76
Amount Due ON or BEFORE 10/06/15 \$ 113.15
Amount Due AFTER the Current Due Date \$ 117.22

Water Usage History



Message Center (see reverse side for other information)

HIGH BILL ALERT - Your usage appears higher than usual. For information on high usage and leaks, visit the Water Smart section on www.aquaamerica.com.

Would you like to quickly and easily learn important information about your water? Please let us know how you want to be contacted via our new automated notification system by clicking on the Aqua Notify button at www.aquaamerica.com.

The due date refers to current charges and any deferred payment amount only. If you do not pay your bill on time, your service could be subject to interruption. To ensure proper credit, please remember to provide your full 16-digit account number when paying your bill.

Keep top portion for your records.
Return this portion with your payment.

Service To:

Aqua Water/Sewer Bill

Aqua Ohio Inc.
762 W. Lancaster Avenue Bryn Mawr, PA 19010-3489

PLEASE DO NOT REMIT PAYMENT TO THE ABOVE ADDRESS

Cyc=22F7 1up=1626188

Seq=22058

Account Number - Please print on your check

On or Before Pay This Amount
10/06/15 \$ 113.15

After Pay This Amount
10/06/15 \$ 117.22

Amount Enclosed

\$

Please make check payable to

Aqua OH

MAIL TO ADDRESS ON BACK OF THIS STUB

D:1-2

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In accordance with the Public Utilities Commission of Ohio
Order Dated _____ for Case No. 16-1848-ST-ACE

BACK OF BILL

Important Customer Information

Toll Free: 877.WTR.AQUA or 877.987.2782

Fax: 866-780-8292

www.aquaamerica.com

We welcome the opportunity to work with you and will do our best to answer your questions. If your complaint is not resolved after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) 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>.

If you have a billing question or complaint, call or write to us before the due date on your bill. When writing, please use a separate piece of paper and include your name, address, and account number. Notes written on the bill may delay processing of your payment. Our customer service address is listed on the front of the bill. You may also contact us for a rate schedule which is an explanation of how to verify that your bill is correct or for an explanation of our charges. Please notify our office immediately upon change of occupancy, ownership or mailing address, as the customer is responsible for all charges until we are notified.

If your bill is based on zero usage, there may be a problem with your meter reading equipment. If there is a problem with your meter reading equipment, you will be responsible for the water usage or leakage not reported on this bill. Please call customer service if you have any questions or to have your meter reading equipment serviced.

EXPLANATION OF TERMS

Actual Read: Meter reading obtained by a company employee or one of our automatic meter reading systems.

Customer Charge: This charge covers the cost of having water service available, including operations, maintenance, meter reading, and other necessary services that are not covered under the consumption charge. It is billed whether or not you use any water.

Customer Read: Meter reading obtained from our customer.

Employee Identification: All company employees carry an identification card showing their picture and employee number.

Estimated Bill: When we are unable to read your meter, we base the bill on your past water use. If you receive an estimated bill, you may have a new bill by reading the meter and calling the company with that reading. Note, revised bills will not be issued after the due date of the estimated bill.

Late Charge: A penalty of 5 percent on current billing amounts.

Meter Reading: We attempt to read the water meter every billing period. We either have our meter reader visit your property or obtain the reading through one of our automatic meter reading systems.

System Improvement Charge: SIC is a percentage charge that is applied to the bill. The charge covers costs associated with replacing aging distribution system facilities, such as water mains, service lines, valves, fire hydrants.

Method of Payment: You can pay your bill by any of the following methods:

By mail: Place your check or money order in the enclosed pre-addressed envelope. Put a stamp on the envelope and mail it to us.
Aqua OH: P.O. Box 1229, Newark, NJ 07101-1229. DO NOT SEND CASH.

By phone: Customers with bank accounts or credit cards may pay their bills over the phone for a fee by calling this toll free number: 866.269.2906. Customers with bank accounts may also pay through their bank. (Call the company or your bank for details)

In Person: Pay in person (with cash or check) at convenient Western Union locations throughout Aqua Ohio's service territory. Payments are credited to your account the same day or the next business day if you make payments on a weekend or holiday. Please call us or visit www.aquaamerica.com to find the Western Union location closest to you.

WaterSmart e-Billing: For us, being green comes naturally. That's why we're happy to introduce WaterSmart e-Billing. Now you can enjoy the convenience of paperless billing while helping us take care of the environment. Visit www.aquaamerica.com today to make the switch!

ZipCheck®: A program in which your payment is automatically deducted from your bank account. You save the cost of postage and using bank checks. Details and applications are available from the company. Please call our Customer Service Department.

Return Payment Charge: If for any reason your payment is returned to us from the bank, we will add a service charge to your account.

Please tear along the fold and return this portion with your payment.

PLACE THIS STUB SO THAT THE
NAME "Aqua OH"
SHOWS THROUGH THE WINDOW
OF THE PAYMENT ENVELOPE.



Save a stamp.
Sign up for ebilling today!
www.aquaamerica.com

Aqua OH

P.O. Box 1229
Newark, NJ 07101-1229



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Order Dated _____ for Case No. 16-1848-ST-ACE

Aqua Ohio Wastewater, Inc.

762 W. Lancaster Avenue
Bryn Mawr, PA 19010

SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

Dear Customer:

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

1. You have the right to have any inquiry or Complaint handled courteously and promptly by the Company. An inquiry or Complaint can be made to the Company either in writing to 762 W. Lancaster Ave., Bryn Mawr, PA 19010, or by calling 1-877-987-2782. The Company will investigate each Complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten business days after the date of the receipt of the Complaint.

If your Complaint is not resolved after you have called the Company, or for general utility information, residential and business Customers may contact the Commission for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.oh.gov. Hearing or speech impaired Customers may contact the Commission via 7-1-1 (Ohio relay service).

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with Complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

2. Application for Service
 - A. The Application for service must state the correct lot and street number or other complete identification of the Premises to be served.
 - B. The Application for service will be accepted subject to the condition that there shall be a sewer main fronting the Premises to be served. When such condition does not exist, it will be necessary for the Applicant first to enter into a Main Extension Agreement as required under the Company's tariff. When an Applicant applies to install a Company Service Line for sewer service, or for the reinstatement of sewer service, the Company shall be entitled to assume that the piping and fixtures to which the service will be supplied are in order.

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- C. If a Company Service Line is to be installed where any portion of the line must pass through property not owned by the Customer, the Customer must assume full responsibility for acquiring the right to pass through such property.
 - D. The Service Line shall be laid at a depth of not less than four-and-one-half feet nor more than five feet below ground level. All materials used in the construction of the Service Lines shall be in accordance with current standards specified by the Company and shall conform to the Ohio State Sanitary Code and to any applicable county or city sanitary code.
 - E. Service line installation work shall be performed in accordance with specifications and requirements of the Company. All Costs or material and installation required to serve Applicant's lot shall be the responsibility of the Applicant, and the Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company for all Service Line installation work. Where a Service Line is to be installed in a paved or improved street, the Cost of removing and replacing the street surface shall also be paid by the Customer. In no event shall these provisions require anything more than reimbursement to the Company of the actual out-of-pocket Cost of connecting the service.
 - F. The Company shall inspect all modifications and/or repairs to the Service Lines prior to backfilling.
 - G. It shall be the responsibility of the Customer to keep and maintain the building Service Line connected to the Company's sewer system in good repair. The Customer shall be responsible for making necessary repairs, at his or her own expense, to the building Service Line when notified in writing by the Company that repairs are necessary. Should the Customer fail to repair the building sewer within 60 days after receiving written notification by the Company that such repairs are necessary, the Company may terminate sewer service to the property without further notice.
 - H. The Customer shall make or be responsible for the Costs of all changes in the Customer Service Line on account of changes in grade, relocation of mains, and any other cause.

3. Bills and Payment for Service

- A. The Customer is liable for the payment of all sewer service supplied to his or her Premises.
- B. All bills for charges due to the Company shall be paid to the remittance address provided, or to any duly authorized agent of the Company.
- C. Bills will be mailed or delivered at the address of the Premises served, unless the Customer shall, in writing, request that they be sent to some other address specified.

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Failure to receive a bill, however, shall not relieve the Customer from the obligation to pay the same when due. Residential bills for sewer service become delinquent not less than 14 days after the billing date thereof. Nonresidential bills for sewer service become delinquent not less than 21 days after the billing date thereof. Sewer service may be shut off for delinquent bills in accordance with Sections 3-2 and 3-3 of the Company's tariff.

- D. The late payment fee will not be charged if mailed on or before the past-due date indicated on the bill. The post-office date stamped by the sending office will determine the mailing date of the payment. The envelope in which such payment has been mailed may be preserved by the Company; and where payment is made after the past-due date, the Company may credit the amount enclosed to the Customer's account and add the late fee.
- E. The past-due date of the Customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday or a legal holiday.
- F. In case a Customer files a written objection to any bill on or prior to the past-due date of the bill, the Company will accept payment of the net bill within five days after the Customer has been notified of the result of the Company's investigation made in response to the Complaint.
- G. Bills for sewer service (except final bills on discontinuance of service) shall be rendered in arrears monthly, and in the case of Metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered.
- H. In cases in which a Meter cannot be read, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length for service rendered to the same Premises, or if that cannot be ascertained, then to similar Premises.
- I. A Customer desiring sewer service to be discontinued temporarily to a Premises used or occupied for only part of the year shall so notify the Company. Such Premises, except public playgrounds, and educational buildings and facilities, shall, however, remain subject to continuous year-round charges at Tariff rates.
- J. At such time as the Company is notified of the change in tenancy or ownership, whether the Customer or a third party gives such notice, the Company shall make a final Meter reading and shall render a final billing. The Customer shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated. Service to the Premises will not be restored until payment of such bill, or Application made by a new Customer. Other occupants of the Premises shall not be held liable for the payment of the sewer service contract between the Company and the Person whose name the service is in, if the Person in whose name the service is vacates the Premises.

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- K. Bills rendered upon termination of the contract must be paid on or before the past-due date indicated on the bill. When not so paid, the past-due amount becomes due and payable.
4. Disconnection of service – The Company may discontinue all or any part of its service to a Customer as stated below. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, which may include no notice, will be provided.
- A. No notice is required in any of the following instances:
- (1) For tampering with any main, Service Line, pipeline, or other facility under the control of or belonging to, the Company;
 - (2) For connecting the Service Line, or any pipe directly or indirectly connected therewith, with any other source of supply or with any apparatus that may, in the opinion of the Company, contaminate the Company's water supply;
 - (3) For discharging high strength or harmful waste that is detrimental to or can inhibit to the Company's wastewater treatment process; or
 - (4) For any violation, or failure to comply with, the regulations of the Company that may, in the opinion of the Company or any public authority, create an emergency situation.
- B. The Customer must be given not less than 24 hours written notice before service is disconnected when any of the following conditions exist:
- (1) For the use of sewer service for any other purpose or upon any Premises not stated in the Application; or
 - (2) To prevent waste or other unauthorized use of service.
- C. The Customer must be given not less than 14 days written notice before service is disconnected when any of the following conditions exist:
- (1) For nonpayment 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 nonpayment may not occur prior to 14 days after the due date;
 - (2) For any violation of, or failure to comply with, the regulations of the Company other than stated in Item 4.A.(1) of this section;
 - (3) For misrepresentation in the Applications to any material fact;

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- (4) For denial to the Company of reasonable access to the Premises for the purpose of inspection;
 - (5) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company; or
 - (6) When the Company has discontinued customer service under its Tariff and this proves to be unsuccessful, the Company may take whatever actions are necessary to physically disconnect service. The Company will bill the Customer for the out of pocket expenses incurred for the disconnection and reconnection.

D. The Company may require a Customer to make a deposit or an additional deposit on an account, as set forth in Ohio Adm. Code Chapter 4901:1-17, to reestablish creditworthiness. The Customer may also reestablish creditworthiness and service by providing a guarantor, as set forth in Ohio Adm. Code 4901:1-15-28 and Ohio Adm. Code Chapter 4901:1-17.

5. Reconnection of Service

- A. The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular Company business day after any of the following:
 - (1) Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge; or
 - (2) Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan; and
 - (3) The elimination of conditions that warranted disconnection of service.
- B. If service is discontinued and the Customer wishes to guarantee reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
 - (1) If reinstatement of service is requested the same day, the Customer must notify the Company no later than 12:30 p.m., and the Customer must make payment to a duly authorized agent or provide proof of payment; and
 - (2) The Company may require that the Customer sign an agreement to pay the Company's reconnection fee if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

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- (3) If service has been physically disconnected, the Company cannot guarantee reinstatement of service on the same day that payment is rendered, but shall use its best efforts to reinstate service as soon as reasonably practicable.
- C. The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless that bill is more than 14 days past due.
- D. The Company's employees who normally perform the termination of service can advise the Customer of the conditions to be met to avoid disconnection, and refer the Customer to the Person or Persons to contact at the Company's office.
- E. Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to the health as certified pursuant to Ohio Adm. Code 4901:1-15-27(I).
- F. Service may not be refused or disconnected to any Customer or refused to any Applicant for service for any of the following reasons:
- (1) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer continues to reside at the Premises.
 - (2) Failure to pay for a class of service different from the service provided for the account in question.
 - (3) Failure to pay any amount that, according to established payment dispute any resolution procedures, is in bona fide dispute.
 - (4) Failure to pay any charge not specified in the Company's Tariff.
 - (5) The Company will establish a residential Customer's creditworthiness, as set forth in Ohio Adm. Code Chapter 4901:1-17. In accordance with Commission rules, the Company may require new Customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if:
 - (a) The Applicant owns the property being served or other real estate in the service territory and has demonstrated financial responsibility; or
 - (b) The Applicant demonstrates that he or she is a satisfactory credit risk; or
 - (c) The Applicant demonstrates that he or she had sewer service with another utility within a period of 24 consecutive months preceding the date of the Application, unless that utility's records indicate that the Applicant's service was disconnected for nonpayment during the last 12

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consecutive months of service or the Applicant had received two consecutive bills with past-due balances during that 12-month period. When an Applicant requests a copy of his or her payment history to satisfy this requirement the Company shall provide a Customer, at his or her written request, written information reflecting the Customer's payment history. The Company shall provide this information within five business days of this request; or

- (d) The Customer provides a guarantor; or
- (e) The Customer provides a security deposit. If a deposit is required, it will not be an amount in excess of one-twelfth of the estimated charge for all regulated service provided by the Company for the ensuing 12 months plus 30% of the monthly estimated charge. The Company will pay interest at the rate of three percent per annum. The Company shall not be required to pay interest on a deposit held less than 180 days. Deposit will be refunded with interest upon establishment of financial responsibility, as set forth in Ohio Adm. Code Chapter 4901:1-17. If a guarantor is provided rather than a deposit, the guarantor will be released as set forth in Ohio Adm. Code Chapter 4901:1-17.
- (6) The Customer has the right to see a proper Company photo identification whenever Company employees or agents seek access to the Customer's Premises, and state the reason for the visit.
- (7) The Customer has the right to examine the Company's rates, rules, and regulations that are available for review upon request at the Company's office or at the office of the Commission.
- (8) The Customer has the right to examine the comprehensive set of Standards for Waterworks Companies that the Commission has adopted. These new standards are available from the Commission or are available for your review upon request at the Company's office.
- (9) All information included in the summary of Customer rights and obligations shall not supersede the Tariff. Where discrepancies exist, the Tariff shall govern.

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/9/2016 1:37:15 PM

in

Case No(s). 16-1848-ST-ACE

Summary: Text In the Matter of the Application of Aqua Ohio Wastewater, Inc. for a Certificate of Public Convenience and Necessity electronically filed by Ms. Rebekah J. Glover on behalf of Aqua Ohio, Inc.