

July 6, 2023

WRITER'S DIRECT NUMBER: (614) 462-2319
DIRECT FAX: (614) 232-6883
EMAIL: Nicole.Woods@icemiller.com

Via Document Information System (DIS) Submission

Ms. Barcy F. McNeal
Director, Office of Administration
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, Ohio 43215

RE: *In the Matter of the Application of Aqua Ohio Wastewater, Inc. to Approve
Tariff*
Case No. 23-009-ST-ATA
Tariff Case No. 89-7052-ST-TRF

Dear Ms. McNeal:

Attached are the clean tariff sheets for new Aqua Ohio Wastewater, Inc.'s P.U.C.O. Tariff No. 2 as ordered in the Commission's Finding and Order dated May 17, 2023.

This filing is being made electronically in the above-referenced proceeding through the Docketing Information System. Please include this new Tariff in the Commission's records at your earliest convenience.

Respectfully,
ICE MILLER LLP



Nicole R Woods

AQUA OHIO WASTEWATER, INC.

P.U.C.O. TARIFF NO. 2

Case No. 89-7052-ST-TRF

Covers the following Service Areas:

- Union Rome

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

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Issued by Robert L. Davis, President, Aqua Ohio Wastewater, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated May 17, 2023 for Case No. 23-009-ST-ATA

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

Section 1
Original Sheet No. 1

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

[RESERVED]

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

Section 2
Original Sheet No. 4

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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 wastewater 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.

EQUIVALENT DWELLING UNITS (EDU) – Used to determine usage for multi-unit residential and commercial accounts. Commercial and multi-unit residential EDU's are the equivalent of the number of residential units located on the premise or select accounts, provided by Union Rome Sewer, that historically have been billed either based on water consumption or multiplier of the established flat rate. EDU's determined using water consumption are billed as a multiplier of a baseline consumption of 4500 gal/month. For those commercial accounts that historically have been billed by the County based on water consumption, 12 months of water bills must be presented to company for annual adjustment to an EDU. The company's initial determination and application of EDU accounts is based on historical data provided by Lawrence County. New commercial accounts EDU's will be based on the table below:

EQUIVALENT DWELLING UNIT (EDU)

Type of Premises	EDU Determination
Single Family Residence	1.0
Duplex	2.0
Triplex	3.0
More than three Residences, per Residence	1.0
Apartment Building, per Apartment	1.0
Condominium, per Residence	1.0
Mobile Home	1.0
Motel, per Room	0.5
Hotel, per Room	0.5
Recreation Vehicle Space, per Space	0.2
Travel Trailer Space, per Space	0.2
Church	(No. of seats)(5 gals/day per seat) 150 gals/day per EDU
Church (with kitchen waste)	(No. of seats)(7 gals/day per seat) 150 gals/day per EDU
Church (with daycare)	(No. of seats)(5 gals/day per seat) 150 gals/day per EDU Plus (No. of students)(20 gals/day per student) 150 gals/day per EDU

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EQUIVALENT DWELLING UNIT (EDU)

Type of Premises	EDU Determination
Office Building	(No. of suites)(1.0 EDU)
Office, Warehouse	(No. of restrooms)(1.0 EDU)
Restaurant (internal seating; external seating with heaters and misters; bar seating with food service)	(No. of seats)(28.4 gals/day per seat) 150 gals/day per EDU
Restaurant (bar seating without food service)	(No. of seats)(20 gals/day per seat) 150 gals/day per EDU
Restaurant (external seating without heaters and misters)	(No. of seats)(14.2 gals/day per seat) 150 gals/day per EDU
Bar/Tavern (without food service)	(No. of seats)(20 gals/day per seat) 150 gals/day per EDU
Bar/Tavern (with food service)	(No. of seats)(28.4 gals/day per seat) 150 gals/day per EDU
Medical Office (12 employees or less)	(No. of employees)(20 gals/day per employee) 150 gals/day per EDU
Dental Office	2.0
Hair or nail salon (without pedicures)	2.0
Hair or nail salon (with pedicures)	3.0
Hair and nail salon	3.0

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.

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

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

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.

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) One building designed or used for single-family occupancy as a residence.
- (4) 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.

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- (5) 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.
- (6) 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.
- (7) One building designed or used by one Person for professional or business purposes.
- (8) A combination of Adjacent Buildings designed or used by one Person for professional or business purposes.
- (9) Each combination of rooms designed or used for single-family occupancy as a residence, within a multiple-unit building.
- (10) 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.
- (11) Each parcel of land that requires sewer service.
- (12) Each parcel or mobile home unit where the unit is not resting primarily on its wheels.
- (13) 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.

SEPTIC TANKS- Since URS pumps septic tanks out-do we add something here?

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

VACANCY CREDIT – A credit applied to residential accounts when the residence is vacant for a period of at least 30 days. Written monthly verification is required from the property owner.

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 sewer service, affected Customers shall be notified at least three days in advance. Notice of an interruption in sewer 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 questions. The Company will also post the planned Outage on its website by the date of the

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

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9. The Company shall have the sole right to determine the size, type, and location of any Service Line, pipes, equipment grinder pumps, 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 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:

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- (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 when any of the following conditions exist:
- (a) for the discharge of any type of sewage not stated in the Application;
 - (b) for the use of sewer service upon any Premises not stated in the Application; or
 - (c) 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.
- H. The Company shall comply with the following medical certification provisions:

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- (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.
 - (g) A Customer may renew the certification two additional times (30 days each) by providing additional certificates to the Company. The total

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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.

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

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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.

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

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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. 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.

4. Capital Investment Fee

The Capital investment shall be applied to applicants for service in all service areas. For single family residential applications, the Capital Invest Fee shall be \$2,900.00. For commercial and multi-unit residential applications, the Capital Invest Fee shall be \$2,900.00 times the number of EDU's as defined in the EDU table.

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

Section 3-5
Original Sheet No. 1

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

AQUA							
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: <input type="checkbox"/> SEWER ONLY <input type="checkbox"/> 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"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
SUBSEQUENT CONNECTION		REFUND % SLUT					
PER-FOOT FRONTAGE CHARGE		\$ _____					
RELATED FACILITIES CONTRIBUTION		\$ _____					
CAPITAL INVESTMENT FEE (if applicable)		\$ _____					
TOTAL DUE BY CUSTOMER		\$ _____					
1.							
I request the installation of 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.							
In the event that the Applicant for service shall be entitled to refunds pursuant to Aqua's tariffs 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 a copy of the currently effective Ohio Administrative Code sections of the PUCO setting forth rules for Main Extensions, Subsequent Connection, and Tap-ins.							
Signing of this form by a customer for water or sewer service shall in no case be deemed to constitute a waiver by the customer of any rights or privileges granted or guaranteed to him/her by the laws or constitution of the State of Ohio or by those of the United States.							
SIGNED _____ (Applicant)				PREPARED BY _____			
CHECK APPROPRIATE BLOCKS							
<input type="checkbox"/> SINGLE RESIDENCE	<input type="checkbox"/> MULTI-UNIT	<input type="checkbox"/> INSPECTED					
<input type="checkbox"/> DOUBLE RESIDENCE	<input type="checkbox"/> LONG SIDE	<input type="checkbox"/> INDUSTRIAL					
<input type="checkbox"/> APARTMENT	<input type="checkbox"/> SHORT SIDE	<input type="checkbox"/> METER PIT					
<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> CURB CONNECTION	<input type="checkbox"/> OTHER					
STREET OR HIGHWAY PERMIT RECEIVED							
<input type="checkbox"/> CITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> COUNTY	<input type="checkbox"/> 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 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. The Company will assume responsibility for operation, maintenance, repair, and replacement of existing Grinder Pump Stations and/or Septic Tanks that were historically undertaken by Union Rome Sewer. Notwithstanding, the Company is not responsible for paying, reimbursing, or providing an offset to any electrical costs associated with the function of a Grinder Pump Station.

16. Any new construction requiring a Grinder Pump Station and/or Septic Tank, will be at the Customer's sole expense to include the installation, on-going operation, maintenance, repair and replacement.

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Rates for customers in the area formerly served by Union Rome

**RATES AND CHARGES FOR UNMETERED and METERED SERVICE to RESIDENTIAL AND
EDU CUSTOMERS**

DOMESTIC SERVICE

	<u>Monthly Charge</u>
Residential.....	\$63.11
Multi-Unit Residential.....	\$63.11 per EDU
Commercial.....	\$63.11 per EDU
Vacancy Credit.....	\$31.55 per EDU

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.

DISHONORED PAYMENT CHARGE

Provided a customer's payment from the customer's approved financial institution is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of fifteen dollars and seventy-one cents (\$15.71) will be assessed to cover the cost of processing this transaction.

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.

RECONNECTION CHARGE

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.

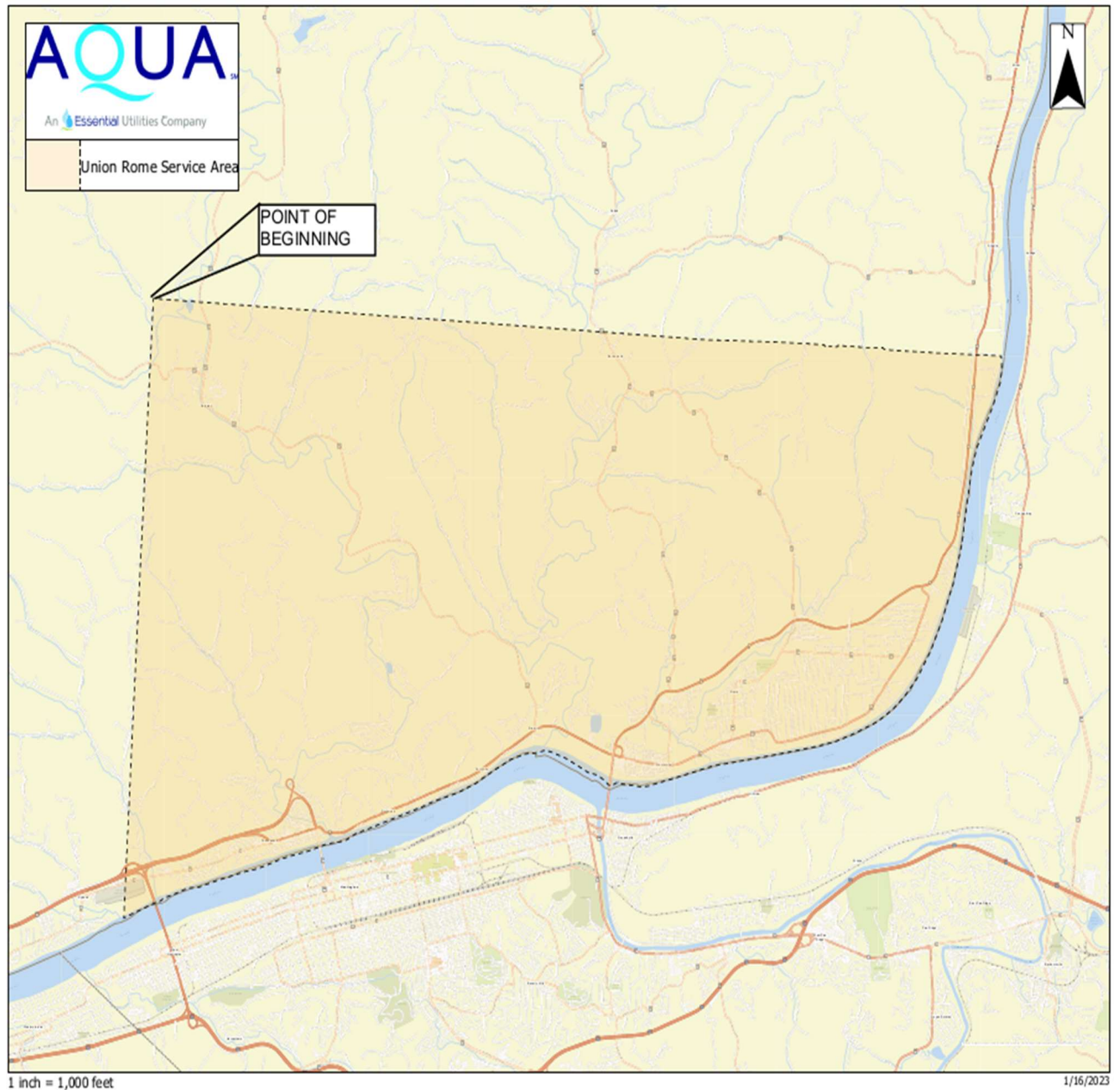
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SERVICE AREA MAPS AND DESCRIPTIONS



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Service To:

Account Number

FRANKLIN COUNTY WATER

1230463

PWSID # OH2502512

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.

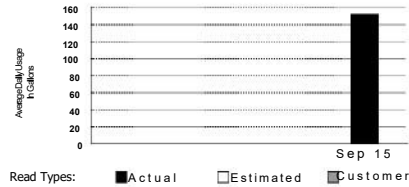
Bill Date September 14, 2015
Total Amount Due 8113.15
Current Charges Due Date October 06, 2015

Meter Data	Mete,	Size	Billing Period	Days	Read Type	Mete, 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			Total Days: 22		Total Usage:		450	Cubic Feet
1 CF equals 7.4805 gallons								

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 8113.15
Amount Due AFTER the Current Due Date 8117.22

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

Water/Sewer Bill

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 10/06/15 Pay This Amount 8113.15

After 10/06/15 Pay This Amount 8117.22

Amount Enclosed

\$.

Please make check payable to
Aqua OH
MAIL TO ADDRESS ON BACK OF THIS STUB

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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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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. 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, seal, 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 to it with any other pipes carrying or which are in a position to carry Clean Waters, other non-sewage wastes, or unacceptable sewage;
 - (3) For any other 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 discharge of any type of sewage not stated in the Application;
 - (2) for the use of sewer service upon any Premises not stated in the Application; or
 - (3) 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.
- 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;

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- (3) For misrepresentation in the Applications to any material fact;
- (4) For denial to the Company of reasonable access to the Premises for the purpose of inspection;
- (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

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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.
- 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

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- (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 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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Summary: Tariff P.U.C.O. Tariff No. 2 for Union Rome electronically filed by Ms.
Nicole R. Woods on behalf of Aqua Ohio Wastewater, Inc..