

August 2, 2023

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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, Inc. to Approve Tariff*
Case No. 23-0139-WW-ATA
Tariff Case No. 89-7028-WW-TRF

Dear Ms. McNeal:

Attached are the clean tariff sheets for new Aqua Ohio, Inc.'s P.U.C.O. Tariff No. 3 as ordered in the Commission's Finding and Order dated May 31, 2023 in Case No. 23-0139-WW-ATA.

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, INC.

P.U.C.O. TARIFF No. 3

Covers the following Service Areas:

- Village of La Rue

P.U.C.O. Tariff No. 3

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In accordance with the Public Utilities Commission of Ohio
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Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

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P.U.C.O. Tariff No. 3

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Aqua Ohio, Inc.
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Section 1
Original Sheet No. 1

P.U.C.O. Tariff No. 3

SUPERSEDED TARIFFS

No tariffs are cancelled by this original filing.

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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 water service from the Company.

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

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

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

B.O.D. – Biochemical Oxygen Demand

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

C.F.R. – Code of Federal Regulations

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

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

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

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

COMMISSION – The Public Utilities Commission of Ohio

COMPANY – Aqua Ohio, Inc.

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

CONTROL VALVE – A device designed to stop the flow of water when the valve is closed.

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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 waterworks service.

DISTRIBUTION MAIN – A pipe that transports or distributes water from the supply system to the Service Line of a water Customer.

FLAT RATE – Rates charged to Customers who are not Metered.

MAIN EXTENSION – An extension, including any fire hydrants if fire protection is provided by the Company, from the nearest existing adequate main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the Main Extension.

METER – The Company-approved device or apparatus, including associated remote registers, used to measure all water passing through a Customer Service Line.

MONTHLY CONSUMPTION – The amount of water passing through the Customer’s Meter (or for billing purposes, estimated to have passed through such Meter) in a monthly billing cycle, which equals approximately 30 days.

MONTHLY BILL – A bill is rendered each month. The Monthly Bill is determined by applying the applicable rate or rates to the consumption shown on the bill and then adding the applicable Customer charge. The consumption shown on the bill may be from an actual Meter reading or may be estimated.

OHIO E.P.A. – Ohio Environmental Protection Agency

OHIO ADM. CODE – Ohio Administrative Code

O.R.C. – Ohio Revised Code

OUTAGE – Any interruption of a Company system, other than a Customer Service Line, that causes the cessation of water service.

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

P.I.V. – Post Indicator Valve

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

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

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

PRIVATE FIRE PROTECTION SERVICE – All fire protection water service furnished by the Company, other than Public Fire Protection Service. This includes, but is not necessarily limited to: (1) water service to a Customer's fire protection facilities such as sprinkler systems and/or fire

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hose connections in buildings and structures; and (ii) fire hydrants other than those that qualify as public fire hydrants within the definition of Public Fire Protection Service and are operated and maintained by the Company.

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

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

SERVICE LINES –

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

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

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

TARIFF – This document in its entirety.

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

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

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

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

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

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GENERAL REGULATIONS GOVERNING SERVICE

1. When the supply of water is to be temporarily interrupted by the Company, it will give three days advance notice thereof as provided for in the Ohio Administrative Code.
2. The Tariff's provisions bind every Applicant and Customer who applies or takes water 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.
3. The Company will provide adequate service but does not guarantee a sufficient or uniform pressure or an uninterrupted supply of water. The Company agrees to furnish and provide such supply of water as is then available and no other or greater.
4. Customers are cautioned to provide sufficient storage of water where uninterrupted supply must be assured. Customers attaching or using fixtures or devices taking a supply of water directly from the service pipes will do so at their sole risk.
 - A. Intercepting Tank Required for Large Customers
 - (1) Service pipes shall not be connected to the suction side of pumps.
 - (2) Uses of a character requiring a large quantity of water within a short period of time are not to be permitted except through intercepting or intermediate storage tanks, unless approved by the Company in writing.
 - (3) The inlet connection for Customer-owned storage tanks shall discharge at a point no less than six inches above the overflow of such tanks and must be approved by the Company in writing.
 - B. Check Valves, Relief Valves, Flush Valves, and Vacuum Breakers
 - (1) Customers having boilers, hot-water heating systems, or hot-water heaters connected with the Company's mains shall have an approved Backflow Preventer in the supply pipe to the heating systems and a relief valve at some point between the Backflow Preventer and heating system.
 - (2) All Customers are cautioned against danger of collapse of boilers since it is sometimes necessary to shut off the supply of water without notice. For this reason, the Customer shall install a vacuum valve in the steam line to prevent collapse in case the water supply is interrupted.
 - (3) Flush valve or direct flushing closets should not be installed in Premises where the service pipe supplying such Premises is connected to a main two

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and one-half inches or less in diameter. All flush valves shall be equipped with approved type vacuum breakers.

- (4) The use and operation of any check, relief, or vacuum valves shall be the Customer's sole responsibility.
5. The Company shall not be liable for a deficiency or failure, regardless of cause (except as a result of willful misconduct), in the supply of water or in water pressure, nor for any damage caused thereby. Neither is the Company liable for the bursting or breaking of any main or Service Line, any attachment to the mains and Service Lines, nor other facilities used by the Company (except as a result of willful misconduct). The Customer bears sole responsibility for any and all damage to boilers or other equipment that depends upon pressure in mains and Service Lines to keep them supplied with water.

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 supply of water 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 water or water pressure, 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.

6. For Main Extensions or any other purpose when a water shut off is planned, the Company shall notify affected Customers at least three days in advance of any planned Outages or planned main flushing. 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 or flushing 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 Outage.

The temporary shutting off of water service from 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 temporary shut off. Nor shall the shutting off of service temporarily cancel a contract for service except at the option of the Company or upon written notice from the Customer.

7. In the interest of public health, water mains, Service Lines, or other pipes may not be connected with any Service Line or piping that the Company knows or has good reason to believe is connected with any other sources of water supply. Neither may said mains, Service Lines, nor other pipes be connected in any way to any piping, tank, vat, or other

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apparatus that contains liquids, chemicals, or any other matter that may backflow into said mains, Service Lines, or other pipes, and which may endanger or otherwise contaminate the water supply.

8. When an Application is made for the installation of a Company Service Line for water service or for the reinstatement of water 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, backflow, and cross connections.
 - A. The Company has developed and implemented and shall operate a Backflow Prevention and Cross-Connection Control Program that meets the requirements of Ohio Adm. Code 3745-95. As a condition of continued water service, all Customers shall comply with the Company's published Backflow Prevention and Cross-Connection Control Program as a condition of continued water service. Customers who fail to comply with the Company's Backflow Prevention and Cross-Connection Control Program shall be subject to termination of service.
 - B. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.
 - C. No cross-connection shall be permitted unless the Customer provides an acceptable form of protection against contamination by backflow into the water distribution system. An acceptable form of protection is one that meets the approval of the Ohio E.P.A. and the local regulating health agency. Customers are required to install, maintain in good working condition, and test as required the protective device or system at their own Cost and expense. This device or system is subject to the Company's inspection, test, and approval before being placed in service, and at such times thereafter as the Company may deem necessary.
 - D. Any cross-connection made or permitted to exist by a Customer that violates the provisions of this Tariff shall be removed or corrected as soon as is practicable in a manner acceptable to the Ohio E.P.A. (where it has jurisdiction with respect to such matters) and the local regulating health authority. Failure to do so may result in immediate discontinuance of water service.
9. Water will not be furnished where pipes are inferior or where the plumbing is defective; neither shall water be furnished where the faucets, toilets, or other fixtures leak or are defective. When such conditions are discovered, and after 14 days prior written notice by the Company, the water supply shall be shut off 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

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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 shut off water 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 or Service Lines before such underground work is covered up. Whenever the Company determines that plumbing work is defective, the Company may refuse, suspend, or terminate service.
10. The Company shall have the sole right to determine the size, type, and location of Meters, Meter settings, valves, and Service Lines, and connections necessary to provide service. The Company will not supply water or connect its system to any master Meter servicing a residential development, commercial or industrial complex, or other multi-Premises development serving multiple buildings through a single Service Line 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.

Master Meter arrangements with trailer parks, condominium type developments, commercial or industrial complexes, or other multi-unit or multi-Premise developments serving multiple buildings through a single Service Line entered into prior to September 26, 2008, are hereby grandfathered and this provision will have no force or effect as to those grandfathered arrangements.

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

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

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

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

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

- A. Service may not be refused or disconnected to any Customer or refused to any Applicant for service unless the Company complies with all of the disconnection procedures contained in this Item. Service shall not be disconnected to any Customer unless the disconnection conditions in this Item may be specifically applied to that Customer.
- B. Service may be refused or disconnected to any Customer or refused to any Applicant for service as stated in this Item. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

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

- a. For tampering with any main, Service Line, Meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company.
- b. For connecting the Service Line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus that may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system.
- 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 use of water for any purpose not stated in the Application or for the use of either service upon any Premises not stated in the Application.
- b. To prevent waste or reasonably avoidable loss of water.

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

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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 15.B.(1) 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 the purpose of reading, inspection, replacement, or maintenance of the Meter.
- e. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

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 the Company's 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 conditions set forth in this Item, it may disconnect

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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:

- (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 15.I.(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 15.I.(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

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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 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.

When the Company has refused or discontinued 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.

15. 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:
- A. Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge.
 - B. The elimination of conditions that warranted disconnection of service.
 - C. Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan.

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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:

- A. 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.
- B. 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.

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.

- 16. For Customers with water Meters installed inside of buildings, the Customer shall ensure that the Company shall have unobstructed access to the Meter for readings, maintenance, and repair of the Meter and appurtenances.
- 17. 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 actual expense in responding to the request for service.
- 18. 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.
- 19. 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 or report, the Company shall promptly

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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.

20. 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.

21. The Company's water conservation restriction regulations are as follows:

- A. Conditions beyond the control of the Company may necessitate that it impose water-usage restrictions to ensure that the supply is adequate for public fire service and/or basic human needs.
- B. The Company shall notify the Commission's director of the service monitoring and enforcement department or the director's designee of any proposed water-usage restrictions. Subsequent to this notification the restrictions may be implemented immediately. The required notification shall be provided either in hard copy or electronically via the internet in a manner prescribed by the Commission.
- C. Within two business days following the implementation of water-usage restrictions, the Company shall file with the director of the service monitoring and enforcement department or the director's designee a detailed description outlining the restrictions. The Commission may suspend the restrictions if the Commission finds the

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restrictions to be unreasonable or discriminatory.

- D. When it is determined, in the opinion of the Company, that a threat to the integrity of its water supply exists, the Company may implement restrictions on water consumption as necessary to reserve a sufficient water supply for public fire protection and/or basic human needs as follows:

- (1) Level 1 – partial ban on all lawn watering.
- (2) Level 2 – complete ban on all lawn watering, car washing, and pool filling.
- (3) Level 3 – ban on all nonessential uses of water.

All levels implemented include the restriction in the lower levels of conservation. (level 3 includes levels 1 and 2.)

- E. During times of restricted use, the restriction shall be enforced in a nondiscriminatory manner and in accordance with the following standards:

- (1) Customers violating the established usage restrictions shall first be given an immediate written notice. This notice shall describe in detail the offense and shall describe the procedures to be followed if the Customer is found in violation again during the time of curtailment. The Company shall afford the Customer a reasonable opportunity to comply with the policy.
- (2) The Company may discontinue all or any part of its service to any Customer who has been given written notice of violation and is found again to be in violation.
- (3) If a Customer whose service has been disconnected for violation of curtailment procedures requests a reconnection, such reconnection may only be made after the Customer:
 - a. Has paid a regular business hours reconnection or turn-on fee as set forth in the Tariff, 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 at actual Cost.
 - b. Has corrected any conditions, circumstances, or practices in violation of the curtailment regulations of the Company.

- F. The curtailment of water usage shall not entitle the Customer to a deduction in the amount of his or her water charges during the time of the curtailment.

- G. The Company shall provide notice to all of its Customers prior to implementing the water-usage restrictions.

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- H. The Company shall, until the restriction is lifted, file a report with the director of the service monitoring and enforcement department or the director's designee every 30 days stating the number of disconnections and the particular usage restriction violation causing the disconnection, and any other problems relating to the water usage restrictions. The required report shall be provided either in hard copy or electronically via the internet in a manner prescribed by the Commission.

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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 sewer service is provided by the Company, the Company shall have the option to bill Customers water or sewer service separately, or combine bills, as it deems necessary.
3. Residential bills for water service become delinquent if not paid within 15 days after the billing date indicated on the bill. Nonresidential bills for water service become delinquent if not paid within 21 days after the billing date indicated on the bill. Water service may be discontinued for delinquent bills in accordance with Section 3-2, "General Regulations Governing Service," Item 15 of this Tariff.
4. The late payment fee will not be charged if payment is mailed on or before the past-due date as indicated on the bill. The post office date stamped by the sending office will determine the mailing date of the Customer's payment. The envelope in which such payment has been mailed may be preserved by the Company, and where payment is made after the past-due date, the Company may credit the amount enclosed to the Customer's account and add the late fee.
5. The past-due date of a Customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday, or a legal holiday.
6. In case a customer shall file written objection to any bill on or prior to the due date of the bill, the Company will accept payment of the bill within five (5) days after the customer has been notified of the results of the Company's investigation made in response to the complaint.
7. Bills for water service (except final bills for discontinuance of service) will be rendered monthly in arrears, and in the case of metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered. Bills for private fire protection service shall be rendered in advance.
8. In cases in which a Meter cannot be read, whatever the cause, the Company may require a payment on the account equal to a representative charge for a period of similar length for service rendered to the same Premises, or if that cannot be ascertained, then to similar Premises. If a Meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific Customer. If consumption history for the Customer does not exist, the same system class average consumption shall be used.

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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 water 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 water service, whether such notice is given by the former Customer or otherwise, the Company shall make a final water Meter reading and shall render a final billing. 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 water service contract between the Company and the person whose name the service is in, if the person whose name the service is in vacates the Premises.
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 WATER SERVICE

1. All Applications for Water Service

- A. All Persons desiring water service must apply to the Company for such service. All Applications for service must state the uses to which the water is to be applied. Customers requesting service to a Premises with an existing Meter may make an oral Application for service, supported by such documentation as the Company deems necessary. Customers requesting service to a Premises without an existing Meter shall make a written Application for service in the form set forth in Section 3-5 of this Tariff. A separate Application is required for each Meter. Additionally, an Application for the installation of a Company water Service Line must state the correct lot and street number or other complete identification of the Premises to be supplied.
- 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 water service to be supplied to any Premises constitute a license to the Customer to take and receive a supply of water service, for said Premises for the purposes specified in such Application. If the Customer uses or knowingly permits to be taken or used, water 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 water service in such manner, such use shall be a violation of the contract. The Company shall have the right under such circumstances to discontinue water 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 water 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.
- 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 Company will promptly thereafter read the water

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Meter. 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 Water Service Lines

The Application for installation of a Company water Service Line will be accepted subject to the condition that there shall be a water main fronting the Premises to be served. When such condition does not exist, it shall be necessary for the Applicant first to enter into a Water Main Extension Agreement with the Company pursuant to Section 3-10, "Extension of Mains."

3. Additional Requirements for Temporary Service

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

4. Additional Requirements for Applications for Private Fire Protection Service

- A. A separate Application is required for each Service Line for Private Fire Protection Service.
- B. An Applicant for Private Fire Protection Service shall present to the Company a complete description of the requested service, giving the details of feeder lines and connections, hydrants, sprinklers, hose connections, etc., installed or to be installed in the Applicant's Premises, and the Company shall determine whether or not such service requires Metering. Usually, the rate applying to this service is a Flat Rate and strict compliance with these regulations is necessary in order to make the use of this type of rate practical and satisfactory. But based on the description provided by the Applicant, the Company shall determine whether or not such service requires Metering. Other circumstances may exist at the time the Application is made or may develop in the future, however, whereby it may be necessary to Meter such service. The Company, therefore, reserves the right to install, at any time, a Meter or flow-detecting device of a type acceptable to and approved by the Ohio Insurance Service Office. The Customer must pay the Cost of such Meter or flow-detecting device and its installation.

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C. The Company will accept an Application for Private Fire Protection Service subject to the condition that there shall exist, fronting the Premises to be served, a sufficient supply of water to provide the service. The acceptance of any Application for and the furnishing of such service shall be on the basis of pressures as they may exist in the locality, which pressures are not guaranteed by the Company and may fluctuate significantly from time to time.

5. Calculation of Capital Investment Fee

The Capital Investment Fee shall be the Net Rate Base divided by the number of five-eighths inch (5/8") Customer Equivalents. Net Rate Base shall be the total value of Rate Base minus fifty percent (50%) of the transmission and distribution mains, along with the value of the hydrants and services. The Capital Investment Fee shall be calculated on an annual basis. The Capital Investment Fee shall be applied to applicants for service in all service areas.

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In accordance with the Public Utilities Commission of Ohio
Order Dated May 31, 2023 for Case No. 23-0139-WW-ATA

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

Section 3-5
Original Sheet No. 1

P.U.C.O. Tariff No. 3

CUSTOMER _____ PREMISE _____ PRETAP ☐ YES ☐ NO



WATER SERVICE APPLICANT AND AGREEMENT

DIVISION _____ DATE _____ PERMIT NUMBER **SC**

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

ADDRESS _____ BILLING ADDRESS _____

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

LOT NO. _____ ALLOTMENT _____

SERVICE ADDRESS _____

LOCATION	SECT. UNIT	BASE	SUFFIX	DEVELOPER #	CONTRACT #	REFUND #
00	00	000000	000	0000	0000	000

REFUND % SPLIT

SUBSEQUENT CONNECTION
PER-FOOT FRONTAGE CHARGE \$

RELATED FACILITIES CONTRIBUTION

CAPITAL INVESTMENT FEE (if applicable) \$\$

TOTAL DUE BY CUSTOMER \$

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

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

☐ SINGLE RESIDENCE
☐ DOUBLE RESIDENCE
☐ APARTMENT
☐ COMMERCIAL

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

☐ INSPECTED
☐ INDUSTRIAL
☐ METER PIT
☐ OTHER

STREET OR HIGHWAY PERMIT RECEIVED

☐ CITY
DATE OF METER SETTING

☐ TOWNSHIP

MAKE

☐ COUNTY

NO.

☐ STATE

REMARKS _____

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Boardman, OH 44512

Section 3-6
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P.U.C.O. Tariff No. 3

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P.U.C.O. Tariff No. 3

WATER SERVICE LINES

1. A Company water Service Line may not be used to supply more than one Premises, except as provided in Section 3-9, "Metered Water Service," Item 4 of this Tariff.
2. The Company water Service Line may be installed at the expense of the Applicant. No installation of a Company water Service Line will be made between November 1 and the following April 1, unless the Applicant pays in advance, or agrees to pay with security or assurance satisfactory to the Company, any excess Cost of installation that may reasonably be attributable to weather and soil conditions existing between said dates. Where a water Service Line is to be installed in a paved or improved street, the Applicant shall also pay the Cost of removing and replacing the street surface to the standards established by the local jurisdiction. In no event will these provisions require anything more than reimbursement to the Company of the actual out-of-pocket Cost of connecting the service.
3. The Company water Service Line shall be operated and maintained by the Company. Curb stops or valves in the Company's water Service Lines will be furnished, installed, and maintained by the Company, and are for the exclusive use and under the exclusive control of the Company.
4. Unless the Company requires or permits otherwise, the Company will make all connections to its water Distribution Mains and will specify the size, kind, quality, and location of all materials used in the Customer water Service Line. No fixture shall be attached to, or any branch made in, the Company water Service Line between the Meter and the Distribution Main, other than by written authorization of the Company.
5. If a Customer, occupant, owner, or any of his or her agents, in making an attachment or in shutting off or turning on water, should not properly replace the curb-box cap, or should damage the curb cock, curb box, meter setting, or other property of the Company, such repairs shall be made only by the Company, but at the Customer's cost and expense.
6. The curb stop, meter pit, or meter vault shall be installed at a place designated by the Company between the curb line and the property line.
7. The Customer shall install, maintain, and repair the Customer water Service Line at his or her own risk and expense in a manner deemed acceptable by the Company. All materials used in the construction of the Customer water Service Line shall be in accordance with current standards specified by the Company. The Customer shall make all changes in the Customer's water Service Line that are required on account of changes of grade, relocation of mains, and other causes. Any failure to maintain and repair the Customer water Service Line may result in disconnection of water service. When a leak in the Customer water Service Line is discovered, the Company shall give the Customer 14 days written notice of disconnection. Within such time, the Customer must make repairs. If the Company believes that the leak in the Customer water Service Line is considered an emergency, however, no notice of disconnection shall be required.

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P.U.C.O. Tariff No. 3

8. Customer water Service Lines shall be installed to provide for inside meter settings, except in cases where the Company has approved outside meter settings.
9. If a Company water Service Line is to be installed where any portion of the line must pass through property not owned by an Applicant or is subject to a third-party easement or lease, the Applicant must assume full responsibility for acquiring the right to pass through such property.
10. The Customer water Service Line shall be laid at a depth of not less than four and one-half feet nor more than five feet below ground level. The water Service Line shall be not less than one-inch nominal size and shall be either "Type K" copper tubing or other Company-approved pipe material.
11. The Customer water Service Line may be laid in a separate trench or, where applicable, it may be laid on a ledge in either side of the sewer trench. Said ledge shall be cut into the side of the sewer trench so as to provide a shelf six inches wide of solid firm soil for the entire length of the pipe. The Applicant shall leave the trench open and pipe uncovered until it is inspected and approved by a Company representative.
12. When the installation of a Customer water Service Line has been completed, the Customer shall leave the Service Line turned off. The Customer's water Service Line and all connections and fixtures attached to it shall be subject to the inspection of the Company before the water will be turned on, and all Premises receiving a supply of water and all Customer water Service Lines, Meters, and fixtures, including any and all fixtures within said Premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company.

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

Section 3-8
Original Sheet No. 1

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Original Sheet No. 2

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Boardman, OH 44512

Section 3-8
Original Sheet No. 3

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Section 3-8
Original Sheet No. 4

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Original Sheet No. 5

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P.U.C.O. Tariff No. 3

METERED WATER SERVICE

1. The Company will install a Meter after the Customer readies the Customer Service Line and plumbing for installation. The Meter and setting shall conform to specifications as they may be prescribed from time to time by the Company and shall be operated and maintained by the Company. Meters so installed shall remain the Company's property and shall not be moved or tampered with in any manner.
2. Water will be sold by Meter measurement only, except for Customers having Special Contracts or Flat Rates, and Customers receiving service under an Application for Private Fire Protection Service, who shall pay for such service in accordance with the applicable schedule of rates.
3. The quantity of water recorded by the Meter shall be conclusive and binding upon both the Customer and the Company, except when the Meter is found to be out of order or inaccurate by test. There shall be no allowances made for water used or unaccounted for, lost or wasted through leaks, carelessness, neglect, or otherwise after passing through the Meter.
4. Each water Service Line must be separately Metered and no Meter may be used to serve more than one Premises, except when the Company and an Applicant enter into a special arrangement for service to:
 - A. A building or combination of buildings, of the same ownership, housing two or more rental units, each of which is designed or used for single-family occupancy as a residence or by a Person for professional or business purposes, or both; or
 - B. A building housing two or more units, not of the same ownership, each of which is designed or used for single-family occupancy as a residence or by a Person for professional or business purposes, or both; or
 - C. A mobile home, trailer park, or court, of the same ownership, containing pads, lots, or locations for two or more mobile homes or trailer units, not of the same ownership, each of which units is designed or used for single-family occupancy as a residence for single-family occupancy or by a Person for professional or business purposes, or both.

Such special arrangement shall be entered into solely in the discretion of the Company and shall provide for the Metering of water service through one or more master Meters to two or more residential or professional or business units, or combination thereof, per Meter. The Applicant for service shall be considered to be the Customer of the Company, regardless of the ownership of the units provided with water service through such Meter or Meters. One

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P.U.C.O. Tariff No. 3

billing shall be made with respect to each master Meter through which water service is provided in accordance with such special arrangement.

The amounts of each such billing shall be determined on the basis of the Customer equivalents provided by the Meter employed. Such Customer equivalents shall be determined by comparing the size of the Meter in the cross section area with the cross section area of the five-eighths inch Meter, which is the size of Meter most typically installed on a water Service Line that serves a single family dwelling or single professional or business office. Such relationship is as follows:

Five-eighths inch Meter	=	1 Customer Equivalent
Three-fourths inch Meter	=	1.2551 Customer Equivalents
One-inch Meter	=	1.9218 Customer Equivalents
One-and-one-half inch Meter	=	3.8265 Customer Equivalents
Two-inch Meter	=	6.4739 Customer Equivalents
Three-inch Meter	=	14.1020 Customer Equivalents
Four-inch Meter	=	24.7596 Customer Equivalents
Six-inch Meter	=	55.2449 Customer Equivalents

To determine the amount of any periodic billing for water service in accordance with such a special arrangement: (i) the total consumption through the Meter during the billing period will be divided by the Customer Equivalent for the Meter involved; (ii) the applicable rates contained in Section 4 of this Tariff will then be applied to the quotient to determine the charge per Customer Equivalent; and (iii) such charge per Customer Equivalent will then be multiplied by the Customer Equivalent for that Meter, the product of such multiplication producing the total bill as to that Meter for that billing period.

5. The Company shall read each Customer's Meter at least once during a three-month period unless access to the Meter is unobtainable. If access to a Meter is unobtainable on a quarterly basis, the Company must read each Customer's Meter at least once per year. The Customer is required to ensure that a Meter is accessible for reading by the Company. The reading of a generator-type remote Meter device does not satisfy the requirement; an electronic or radio read, however, does satisfy this requirement.
6. All Meters placed in buildings shall be located in the basement, or if there is no basement, then on the first floor, as near as possible to the point of entrance of the Service Line, in a clean, dry, safe place, not subject to great variation in temperature, so located as to be easily accessible for installation or disconnection and for reading, and suitable for the purpose.

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7. If an existing Meter located inside a Customer's building is moved to an outdoor setting for the convenience of the Customer or due to theft of service, the Cost of the outdoor setting and the meter box or vault shall be borne by the Customer.
8. When the Meter or battery setting of Meters is installed in an underground pit or vault, the pit or vault shall be located in a convenient and readily accessible location at or near the curb or Customer's property line. Meter pits for settings of single Meters up to one and one-half inches in diameter will be furnished, installed, and maintained by and at the Cost and expense of the Company. Meter pits for settings of single Meters larger than one and one-half inches in diameter and for battery settings of Meters shall be furnished, installed, and maintained by and at the cost of the Customer. For Customer-owned meter pits, the Customer shall, at his or her expense, provide to the Company a shut-off valve ahead of the meter pit and within a public right-of-way. For Customer-owned meter pits, the Customer shall, at his or her expense, provide suitable pipe connections and shut-off valves, one each at the inlet and outlet sides of the Meter or battery setting of Meters, and such other fittings as may be designated by the Company. Upon a request by the Customer before the installation is made, the pit or vault will be located at the point requested, if feasible under proper utility standards. The pit or vault must be constructed to protect the Meter from freezing and damage by vehicular traffic, and provide sufficient access for reading and maintenance. The pit or vault location and design should prevent, as far as possible, the inflow of surface water. Meter pits previously owned and maintained by a Customer shall remain such Customer's responsibility.
9. The Customer shall make or be responsible for the costs of all changes in Customer-owned meter pits required on account of changes to structures at the Premises or arrangements therein, changes in grade, relocation of mains, or any cause initiated or requested by the Customer.
10. Each Meter shall be located at a point approved by the Company so as to measure the entire supply delivered to the Premises served, and a proper place and protection for the Meter shall be provided. A stop-cock or valve approved by the Company shall be provided on the Service Line on the inlet side of and near the Meter, and a stop-cock or valve on the outlet side of the Meter, if required by the Company to prevent water backing up through the Meter. If a Check Valve is required, a safety valve must be inserted at some convenient point on the house piping to relieve the excess pressure due to heating water. The control of the water supply by the Customer shall be by means of the separate stop-cock or valve, to be provided by the Customer, located at the outlet side of the Meter.
11. Curb stops and all other stop-cocks and valves between the main and the Meter are for the exclusive use of the Company and shall not be used by the Customer for turning on or shutting off the water supply.
12. Meters will be maintained by the Company so far as ordinary wear and tear are concerned. Damages resulting from freezing within the Customer's Premises, hot-water backflow, negligence, or purposeful act of the Customer shall be paid by the Customer. Costs for

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removing, testing, repairing, and reinstalling a Meter damaged by freezing, hot-water backflow, or negligence or purposeful act of the Customer shall be paid by the Customer.

13. The Company reserves the right to remove and test any Meter at any time, and substitute another Meter in its place. In the case of a disputed charge for service involving a question as to the accuracy of a Meter, such Meter will be removed for test upon the request of the Customer and a charge shall be made as set forth in Item 14 of this section. In the event that the Meter so tested is found to have an error in registration greater than the limits set forth below, the fee advanced will be refunded within 30 days, and the bill shall be corrected in accordance with Item 15 of this section. The correction shall apply both for over- and under-registration.

- A. All Meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition, adequate in the size and design for the type of service that they measure, and accurate in accordance with A.W.W.A. Standards for displacement and turbine-type Meters.
- B. The minimum, intermediate, and maximum test-flow limits for positive displacement and turbine-type cold water Meters are as specified in the most current A.W.W.A. Manual M6, "Water Meters - Selection, Installation, Testing and Maintenance":

	Per AWWA M6 - Displacement Meter			
	Max. Flow Rate	Inter. Flow Rate	Min. Flow Rate (New & Rebuilt) *	Min. Flow Rate (Repaired)**
Accuracy Limits	98.5– 101.5%	98.5– 101.5%	95– 101%	90% Min.

* Rebuilt has factory-made new measuring unit

** Repaired has old measuring unit cleaned, refurbished and reused

- C. Displacement Meters shall be tested at each of the rates of flow stated above. A new Meter shall not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over-registers or under-registers more than one and one-half percent at the intermediate and maximum limit. A repaired Meter shall not be placed in service if it registers less than 90% of the water passed through it at the minimum test flow, or over-registers or under-registers more than one-and-one-half percent at the intermediate and maximum limit.
- D. All Meters tested in accordance with these rules for periodic or Complaint tests shall be tested in the condition as found in the Customer's service prior to any alteration or adjustment in order to determine the average Meter error. Tests shall be made at the intermediate and maximum rates of flow and the Meter error shall be the algebraic average of the errors of the two tests.

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14. If any Customer requests a Meter test the Company will perform an on site or bench Meter test. The Customer will pay upfront Costs for on site or Meter testing; provided, however, that the Company will perform either an on-site or bench Meter test once every three years without charge. The Meter test shall be performed within 30 days from the request. The Company may request a reasonable justification for a Meter test. The Customer will be notified of the scheduled test date and, at the Customer's request, the Customer or its representative may be present when the testing is performed. Results of an on site Meter test shall be provided to the Customer at the time of the test. Should the on site Meter test indicate primary Meter inaccuracy, the primary Meter shall be removed and bench tested in accordance with the accuracy standards set forth in Item 13 of this section.

Where the Customer is responsible for the Cost of Meter testing, on site or bench testing shall be \$42.42 for Meters up to and including three-fourths inch in size, \$156.00 for Meters one inch up to two inches in size, and at actual Cost to the Company for all Meters over two inches in size. All charges will be paid in advance. If the Meter fails to meet the specifications, the advanced charge will be refunded within 30 days.

15. If upon the testing of any Meter made by the Company at the request of the Customer such Meter is found to be more than 10% in error, the following provisions for the adjustment of bills shall be observed:
- A. Fast Meters – When a Meter is found to have a positive average error, the Company will refund to the Customer an amount equal to the excess charged for the water incorrectly Metered, for a period equal to one-half of the time elapsed since the previous tests, but not to exceed 12 months. No part of the Customer charge shall be refunded.
 - B. Slow Meters – When a Meter is found to have a negative average error, the Company may make a charge to the Customer for the water incorrectly Metered for a period equal to one-half of the time elapsed since the previous tests, but not to exceed 12 months.
 - C. If a Meter is found not to register for any period, the Company will estimate usage based on average historical consumption during corresponding periods for that Customer and make a charge to the Customer for the water not registered for a period equal to one-half of the time elapsed since the Meter was assigned to the Customer, but not to exceed 12 months. If consumption history does not exist, the same system class average consumption will be used. Such action shall be taken only in such cases where the Company is not at fault for allowing the incorrect Meter to be in service.
 - D. The Company shall allow a Customer up to the same period of time for which the Customer was previously undercharged to pay any additional charges found proper due to inaccurate Meters or incorrect bill calculation, unless the Customer causes the inaccuracy.

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P.U.C.O. Tariff No. 3

16. The Company reserves the right to put seals on any Meter or on its couplings in and for any Premises. If the Company finds that a meter seal has been broken, or any bypass inserted, or there is other evidence that the Meter has been tampered with, water service may be discontinued in accordance with Section 3-2, "General Regulations Governing Service," Item 15 of this Tariff. Reconnection will not occur until the Customer has paid each of the following:

- A. A reconnection or turn-on fee as set forth in the rate schedule included in Section 4 of this Tariff.
- B. The cost to restore the Meter to proper working order.
- C. The cost of the estimated quantity of water used based on the usage history for a comparable period of time. Unless the Company can prove that tampering existed for greater than a three-month period, it shall not back bill for the duration that tampering existed for a period exceeding three months.

P.U.C.O. Tariff No. 3

**CUSTOMER FINANCING PLAN
FOR CONNECTION TO WATER SERVICE**

Terms and Conditions

Aqua Ohio, Inc., will offer a financing plan to individual homeowner Customers who, upon request, made an initial connection to any portion of the Company's distribution system for which the Company collects a frontage connection fee for such connection. The Customer contribution of an individual homeowner to a Main Extension may also be financed under this plan. Such a homeowner may elect to finance eligible costs in equal payments, payable as the homeowner initially elects from over three years (*36 months*) up to ten years (*120 months*). Payment amounts under the financing plan will be itemized and assessed as a surcharge on regular water bills rendered to the homeowner (or Customer). Partial payments of a Customer's bill will be applied to the water service charges first and then to the finance payments. Any and all indebtedness that remains at the time when the Customer's account is closed, for any reason, shall be immediately due and payable and shall be made part of the final bill.

"Eligible costs" for financing include charges designated by the Ohio Adm. Code 4901:1-15-30 ("Main extensions and related facilities") and 4901:1-15-31 ("Subsequent connections, service connections, and tap-ins"), and the Company's Tariffed water Main Extension policy (as these provisions apply when read together) that pertain to any applicable frontage connection charges, Customer contributions towards a Main Extension, any required Related Facilities charges, and any Capital Investment Fee (see Section 3-4, Item 5). "Eligible costs" also include the cost of the Customer's Service Line from the Company's shut-off valve to the dwelling, including the cost, incurred to disconnect a previous water source and connect the Customer's new Service Line. Such Service Line shall remain the property of the Customer, and all maintenance therefore shall be the responsibility of the Customer. Eligible costs shall not exceed the actual costs assessed to the Customer.

The interest rate on the financing plan will be fixed for the term of the Customer payments and will be equal to the Company's short term debt rate to be posted twice per year, on June 30 and December 31, but shall not exceed eight percent per annum.

Customer payments under the financing plan will be subject to a late payment fee of five percent of the payment amount if it is paid after the due date as specified on the Customer bill. Non-payment of a monthly amount under the financing plan by the date of the next monthly due date listed on the Customer bill shall make any and all indebtedness under the financing plan immediately due and payable and subject, at the discretion of the Company, to collection. Water service will not be terminated on the basis of non-payment of a monthly amount under the financing plan.

The financing plan for an individual homeowner's connection to the Company's distribution system will be effective upon proper execution of an Agreement of Customer (which Agreement includes a "Credit Disclosure Form" and "Amount Financed Itemization" sheet) as provided in this Tariff.

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Agreement of Customer

Customer elects to utilize the financing for connection-related Costs offered by Aqua Ohio, Inc., under the terms of the Company's Tariff filed with, and approved by, the Public Utilities Commission of Ohio and this Agreement. The amount to be financed is \$ _____. Customer elects to make payments of \$ _____ per month, which includes interest of _____% over _____ months (*from 36 to 120 months, as specified by Customer*). Aqua Ohio, Inc., shall provide by separate Credit Disclosure Form and Amount Financed Itemization sheet (*attached hereto and made a part hereof*) and any other appropriate disclosures as required by law, such disclosure being of the same date as this Agreement.

Customer agrees to the terms and conditions set forth above.

Date Signed by Customer:

Customer (Residential Property Owner)

Signature

Printed Name

Witness:

Address: _____

Telephone No. _____

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

Section 3-10
Original Sheet No. 3

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

Credit Disclosure Form

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The Cost of your credit as a yearly rate.	The dollar amount the credit will Cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
%	\$	\$	\$

You have the right to receive at this time an itemization of the Amount Financed.

I want an itemization.

I do not want an itemization.

Your payment scheduled will be:

Number of Payments	Amount of Payments	When Payment Are Due
		Due at same time as water bill.

Insurance

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided by Aqua Ohio, Inc., Creditor.

Late Charge

You will be charged a late payment fee of five percent of the payment amount if it is paid after the paid after the due date as specified on the Customer bill.

Prepayment

If you pay off early, you will not have to pay a penalty and will not be assessed a finance charge for the period after the payment of the entire amount financed. You will not be entitled to any refund of the finance charged assessed for the period before the date of payoff, however.

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In accordance with the Public Utilities Commission of Ohio
Order Dated May 31, 2023 for Case No. 23-0139-WW-ATA

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

Section 3-10
Original Sheet No. 4

P.U.C.O. Tariff No. 3

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

Amount Financed Itemization

Itemization of the Amount financed of \$ _____ .

\$ _____ Amount given to you directly.

\$ _____ Amount paid to others on your behalf (*itemized below*).

Amount paid to other on your behalf.

\$ _____ to _____

\$ _____ to _____

\$ _____ to _____

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In accordance with the Public Utilities Commission of Ohio
Order Dated May 31, 2023 for Case No. 23-0139-WW-ATA

P.U.C.O. Tariff No. 3

PRIVATE FIRE PROTECTION SERVICE

1. Where a Customer desires both domestic water service and Private Fire Protection Service that requires either or both the Service Line and the Meter to be of a larger size or of a different type than would be approved by the Company for supplying and measuring the domestic water service, the Private Fire Protection Service shall be supplied only through a separate Service Line. Separate charges shall be made for each type of use in accordance with the applicable schedule of rates.

In cases where the Company approves the use of one Service Line for both domestic water and Private Fire Protection Service, separate charges shall be made for each type of use in accordance with the applicable schedule of rates. Combined Service Lines require separate Control Valves after the Service Lines split. The Control Valves must be outside the building in an easement and be clearly identified. The Company requires P.I.V. on all fire protection lines four inches and larger that are accessible on the property so it may confirm its ability to shut down the line.

2. The Customer agrees to obtain the approval of the Company in advance of any change, alteration, or addition in the fixtures, openings, and uses specified in the Application for Private Fire Protection Service. Upon acceptance of the Application by the Company and the completion of the installation of the service pipe applied for, the Application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given 30 days in advance by the Applicant to the Company, except as otherwise provided in Section 3-2, "General Regulations Governing Service," Item 15 of this Tariff.
3. The Company may perform the installation of the Private Fire Protection Service connection from the Distribution Main to the property line, if there is any such connection, at the Customer's cost and expense.
4. No pipe or fixtures connected with Private Fire Protection Service shall be connected with pipes or fixtures supplied with water from any other source.
5. Unless otherwise provided in a written agreement between the Applicant and the Company, Service Lines for Private Fire Protection Service shall be distinct and separate from domestic water Service Line.
6. The Customer's private fire service system, which starts at the tap at the Company's main and continues to the Customer's building, shall be installed and maintained by and at the expense of the Customer. The system shall be subject to the inspection, test, and approval of the Company both before service is made effective and at such times thereafter as the Company may deem necessary or appropriate.
7. The Applicant shall furnish, attach, and make a part of the Application three complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks, and other openings and appurtenances contemplated in the

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P.U.C.O. Tariff No. 3

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

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

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P.U.C.O. Tariff No. 3

14. The Company shall not be considered in any manner an insurer of property or Persons, or to have undertaken to extinguish fire or to protect any Persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish and provide such supply of water 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 fire, water, failure to supply water or pressure, or for any other cause whatsoever, if same is without willful misconduct on its part.

Approval of the above Tariff language by the Commission 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 consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

15. The Company reserves the right to disconnect Private Fire Protection Service for nonpayment in accordance with Section 3-2, "General Regulations Governing Service," Item 15 of this Tariff. When a disconnection notice is sent to the Customer, the Company reserves the right, at its option, to notify the appropriate fire marshal of the proposed disconnection.
16. At the time of close on XX XX, 2023, all existing, non-residential premises that currently have mains, hydrants and appurtenances connected to the Seller's distribution system for the purpose of providing private fire protection to said premise, no private fire fees/availability fees will be charged.
After XX XX, 2023 all facilities (new and/or repurposed) requiring fire protection, fire fees will be in accordance with the current Marion Division's approved tariff.

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

Section 3-12
Original Sheet No. 1

P.U.C.O. Tariff No. 3

AQUA APPLICATION FOR FIRE WATER SERVICE LINE
() Multi-Residential, Commercial, Industrial, and Public () One and two-family Residential

Address (print): _____
Billing information upon occupancy: _____ (print) Name: _____ Date: _____
Phone: _____ Address: _____
Building is (check one): () Owner occupied () Tenant occupied

I am applying to the Company for fire service to the aforementioned building, and understand that I must produce evidence that the proposed fire sprinkler system has been designed in accordance with applicable standards including those of the municipality, state, NFPA, and B.O.C.A codes. Such evidence, at a minimum, must consist of an engineering drawing bearing the approval of either a NICET certified designer or a qualified professional engineer. Additionally, it is further understood that I must design, install, own, and maintain a separate service line to be used exclusively for fire fighting purposes from the curb valve to the building including all fixtures required by the Company.

I am enclosing one copy of the property plan and plan(s) showing the design and installation details of the fire sprinkler system, which have been prepared and approved by the following registered professional engineer or NICET representative (Level III or IV).
Name (print): _____ Phone: _____
Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Registration/Certification No: _____

The following have been established as the total water requirements. **The fire sprinkler system is designed:**

- To discharge at a maximum rate of () gpm.
- To operate at a minimum pressure of () psi measured at the ground level elevation of () - USGS datum.
- For a maximum of () sprinkler heads discharging at a rate of () gpm simultaneously and at an operating pressure of () psi at the highest sprinkler head which is designed to be installed at the elevation of () - USGS datum.
- To provide for an external pumper connection (check one): () Yes () No
- To have fire hydrants beyond the meter (check one): () Yes () No # of proposed hydrants beyond the meter = ()
- To contain antifreeze or other inhibitor (check one): () Yes () No

I understand and agree to install an "approved" backflow prevention device on the fire service line after the meter and before any branch line or outlet as specified in the Company's Manual of Cross-Connection Control.
Total maximum water requirements including allowance for inside hose stream, hydrants, and the sprinkler system is () gpm.

The sprinkler system will be installed by the following approved and or licensed installer:
Name (print): _____ City: _____ State: _____ Phone: _____
Address: _____ Zip: _____

- I have evaluated the adequacy of the Company's distribution system at the point of service connection in meeting the maximum flow and minimum pressure requirement, and have determined that a tank and pump system capable of meeting the fire demands independent of the Company's distribution system () is () is not (check one) a component of the system.
- Following the installation of the system, I will secure evidence that the sprinkler system was tested and approved by a responsible local official, where applicable, or by a NICET certified technician or a qualified professional engineer.
- I acknowledge that the Company is not responsible for sizing of either the Company's or Customer's service line. Further, the Company is not responsible, nor liable, for determining the adequacy of flow and pressure to meet the fire system needs.
- I request that the Company install a fire service connection and lateral, which originates from the Company's main and terminates at the curb, to be () 1" () 1.5" () 2" () 4" () 6" () 8" () 10" in diameter.
- The fire connection size (other than one and two-family Residential lines) will determine the rate charge for the fire service.
- One and two-family Residential services will follow the Company's rate schedule for "Residential Multiple Meter Sets".
- The domestic service line cannot be utilized to provide service to any part of the fire system including tank and/or pump type systems fed by a hose connection or any other type of fixture which is part of the domestic system.

Accordingly, I expressly agree for myself, my successors, and assigns, to release, defend, and indemnify the Company from any and all responsibility and liability resulting from the inaccurate sizing of the fire service line and connection, the inadequacy of design of the system, damage as the result of introducing antifreeze into the system, and improper installation, utilization and maintenance of the system.
In accordance with Rule 18 of the Company's Rules and Regulations booklet, for Company service, the cost of any Company service line in excess of the applicable maximum Company investment shall be paid by the Customer, plus all applicable taxes including income taxes occasioned by the contract. Any amount paid by Customer shall not be subject to refund. The Company may require payment of the estimated amount of such excess cost in advance of the installation and will make a partial repayment to the extent the actual cost is determined to be less than the estimate.

I HAVE RECEIVED, READ, AND UNDERSTAND THE RULES AND REGULATIONS OF THE COMPANY.

Applicant's Signature: _____ Date: _____
Name (print): _____ Phone: _____
Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____

I hereby certify that I am (check one): () Owner () Owner's representative authorized to apply to the company for water service.
() Plumber () Sprinkler Contractor

***** FOR COMPANY USE ONLY *****

Serial No. _____	Tap Size _____	Fire Meter Size _____ in.	Pressure _____
Tapped on: _____ in. pipe	Ext. No. _____	Plan No. _____	Plate No. _____
Required item? Meter pit () Yes () No		Pressure Reducing Valve () Yes () No	
Backflow device () Yes () No			

Company Representative _____ Date _____

FORM D-144 Revised 3/10 (also replaces FORM D-146)

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

Section 3-12
Original Sheet No. 2

P.U.C.O. Tariff No. 3

AQUA APPLICATION FOR JOINT DOMESTIC & FIRE WATER SERVICE LINES
(One and Two Family Residential Dwellings)

Address (print): _____
The billing address upon occupancy: (print) Name: _____ Date: _____
Phone: _____ Address: _____
Building is (check one): () Owner occupied () Tenant occupied
I am applying to the Company for a joint domestic and fire service (main to curb only) to the aforementioned building, and understand that I must produce evidence that the proposed fire sprinkler system has been designed in accordance with applicable standards including those of the municipality, state, NFPA, and B.O.C.A. codes. Such evidence, at a minimum, must consist of an engineering drawing bearing the approval of either a NICET certified designer or a qualified professional engineer. Additionally, it is further understood that I must design, install, own, and maintain a separate service line to be used exclusively for fire fighting purposes from the curb valve to the building including all fixtures required by the Company.

I am enclosing one copy of the property plan and plan(s) showing the design and installation details of the fire sprinkler system, which have been prepared and approved by the following registered professional engineer or NICET representative (Level III or IV).
Name (print): _____ Phone: _____
Company Name: _____ Registration/Certification No. _____
Address: _____ City: _____ State: _____ Zip: _____

The following have been established as the total fire water requirements. The fire sprinkler system is designed:

- To discharge at a maximum rate of () gpm.
- To operate at a minimum pressure of () psi measured at the ground level elevation of () - USGS datum.
- For a maximum of () sprinkler heads discharging at a rate of () gpm simultaneously and at an operating pressure of () psi at the highest sprinkler head which is designed to be installed at the elevation of () - USGS datum.
- To contain antifreeze or other inhibitor (check one): () Yes () No

I understand and agree to install an "approved" backflow prevention device on the fire service line after the meter and before any branch line or outlet as specified in the Company's Manual of Cross-Connection Control.
Total maximum water requirements including allowance for inside hose stream, hydrants, and the sprinkler system is () gpm.

The sprinkler system will be installed by the following approved and or licensed installer: Name (print): _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

- I have evaluated the adequacy of the Company's distribution system at the point of service connection in meeting the maximum flow and minimum pressure requirement, and have determined that a tank and pump system capable of meeting the fire demands independent of the Company's distribution system () is () is not (check one) a component of the system.
- The domestic system has a total instantaneous demand of () gpm, which includes an irrigation demand of () gpm, as stated in my application for domestic water (FORM D-143), which is: () attached or () submitted on _____ and to be made part of this application.
- The combined instantaneous demand of the fire and domestic systems is () gpm.
- Following the installation of the system, I will secure evidence that the sprinkler system was tested and approved by a responsible local official, where applicable, or by a NICET certified technician or a qualified professional engineer.
- I acknowledge that the Company is not responsible for the sizing of the joint domestic and fire service line from its main to curb, as well as the individual domestic and fire services from curb valves to the building. Further, the Company is not responsible, nor liable, for determining the adequacy of flow and pressure to meet the domestic and fire system needs.
- I request that the Company install a service connection and lateral, which originates from the Company's main to be (check one):
() 1" () 1.5" () 2" in diameter based upon a combined demand of () gpm.
- I also request that the following size service connections be provided at the curb valve:
Fire service connection: () 1" () 1.5" () 2"
Domestic service connection: () 3/4" () 1" () 1.5" NOTE: The Company shall establish the domestic meter size.
- I understand that the fire connection size will determine the rate charge for the fire service.
- I acknowledge that I have conveyed or will convey to the customer that they will be responsible for reimbursing to the Company the costs incurred for the increase in the size of the service over and above the standard domestic service line so as to accommodate the residential fire service line and appurtenances, and the cost to acquire and install the fire meter, together with any and all applicable taxes. Payment of the above costs by the customer will be made through the Company's rate structure for "Residential Multiple Meter Sets", which shall be applicable to all residential structures equipped with residential fire service under the Company's Rules and Regulations.
- I understand that the domestic service line cannot be utilized to provide service to any part of the fire system including tank and/or pump type systems fed by a hose connection or any other type of fixture which is part of the domestic system.

Accordingly, I expressly agree for myself, my successors, and assigns, to release, defend, and indemnify the Company from any and all responsibility and liability resulting from the inaccurate sizing of the fire service line and connection, the inadequacy of design of the system, damage as the result of introducing antifreeze into the system, and improper installation, utilization and maintenance of the system.

In accordance with Rule 18 of the Company's Rules and Regulations booklet, for Company service, the cost of any Company service line in excess of the applicable maximum Company investment shall be paid by the Customer, plus all applicable taxes including income taxes occasioned by the contract. Any amount paid by Customer shall not be subject to refund. The Company may require payment of the estimated amount of such excess cost in advance of the installation and will make a partial repayment to the extent the actual cost is determined to be less than the estimate.

I HAVE RECEIVED, READ, AND UNDERSTAND THE RULES AND REGULATIONS OF THE COMPANY.

Applicant's Signature: _____ Date: _____
Name (print): _____ Phone: _____
Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
I hereby certify that I am (check one): () Owner () Owner's rep. authorized to apply to the company for water service.
() Plumber () Sprinkler Contractor

***** FOR COMPANY USE ONLY *****

Serial No. _____	Tap Size _____	Fire Meter Size _____ in.	Pressure _____
Tapped on: _____ in. pipe Ext. No. _____	Plan No. _____	Plate No. _____	
Required item? Meter pit () Yes () No	Pressure Reducing Valve () Yes () No	Res. Dual Check Valve () Yes () No	
Backflow device () Yes () No			
Company Representative _____	Date _____		

FORM D-145

Revised 3/10

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P.U.C.O. Tariff No. 3

PUBLIC FIRE PROTECTION SERVICE

1. Public fire hydrants shall only be ordered by the appropriate governmental authority having jurisdiction, and the Company shall cause those hydrants to be installed on mains of sufficient size. The installed Cost of the public fire hydrant so ordered by the governmental authority shall be billed to, and payable by, the governmental authority within 30 days following the Company's submission of an invoice covering the Cost. The Cost billed shall include all Costs associated with the installation, including but not limited to:
 - A. Materials, such as hydrants, pipe, valves, and fittings;
 - B. Costs, such as labor, permits, cutting and replacing pavement, lawns, and sidewalks; and
 - C. The Company's expenses for supervision, engineering, insurance, tools and equipment, purchasing, accounting, and other overhead expenses.
2. The use of fire hydrants is restricted to the taking of water for the combating and extinguishing of fires, and to conduct fire drills by the appropriate governmental unit having jurisdiction. Water shall not be taken from any fire hydrant by any Person for construction purposes, sprinkling streets, flushing trenches, sewers, or gutters, or for any other use, unless specifically authorized in writing by the Company as to the time, location, and use.
3. No public fire hydrant shall be opened while combating and extinguishing a fire except those actually used on the fire.
4. Any governmental unit shall notify the Company after any hydrant has been opened, and provide estimates to the Company of volume used for testing hydrants, fire events, or equivalent within 30 days of completion of testing or event.
5. Any Person opening a public fire hydrant shall remain in the immediate vicinity and in control of the hydrant during the time the hydrant is open, and shall close the hydrant immediately after its use is no longer required.
6. If a Person causes any expense, damage, or need for repairs while operating the public fire hydrants, then that Person shall pay for that expense, damage, or repair.
7. The Company shall not be considered in any manner an insurer of property or Persons, or to have undertaken to extinguish fire or to protect any Persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish and provide such supply of water 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 fire, water, failure to supply water or pressure, or for any other cause whatsoever, if same is without willful misconduct on its part.

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P.U.C.O. Tariff No. 3

Approval of the above Tariff language by the Commission 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 consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

8. Whenever the removal of a public fire hydrant is ordered, or a change in location, size, or type of a fire hydrant is ordered, requested, or made necessary, due to change in line or grade of any highway, street, roadway, curb or walk, or for any other reason, said removal or change will be made by the Company at the expense of the appropriate governmental unit having authority to order the relocation or other party ordering, requesting, or making necessary such removal or change.
9. The Company shall provide hydrants per Company standards. If Customer or governmental authority requests hydrants with additional features, such as storage connections or post connections, Cost shall be at expense of the Customer.

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

Section 4
Original Sheet No. 1

P.U.C.O. Tariff No. 3

Rates for water customers in the former Village of La Rue

Monthly Base Rate.....\$38.50

The Base Rate charge is applicable to all customers regardless of consumption.

Water Volumetric Rates

	<u>Per 1,000</u> <u>gallons</u>
For all consumption gallons per month.....	\$16.17

LATE PAYMENT FEE

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

DISHONORED PAYMENTS

When a payment for service is returned by the financial institution unpaid, a charge of eighteen dollars and fifty-eight cents (\$18.58) will be assessed to cover the cost of processing this transaction, provided the payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be included on the customer's next billing.

RECONNECTION FEE

Reconnection fees as defined by this tariff, Section 3-2, Original Sheet No. 9, Item 16, are:

Reconnection Fee during regular business hours	\$53.25
Reconnection Fee other than during regular business hours	\$163.43

ACCOUNT ACTIVATION CHARGE

An account activation charge of thirty dollars and seventy-six cents (\$30.76) will be charged for a service connection during the Company's regular business hours

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

Section 4
Original Sheet No. 2

P.U.C.O. Tariff No. 3

Rates for water customers in the former La Rue (cont.)

PRIVATE FIRE RATE SCHEDULE

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

	<u>Per Month</u>
2" Diameter & smaller	\$ 12.39
2-1/2" Diameter	\$ 19.33
3" Diameter	\$ 27.86
4" Diameter	\$ 49.35
6" Diameter	\$ 111.20
8" Diameter	\$ 197.61
10" Diameter	\$ 308.81
12" Diameter	\$ 444.68

At the time of close on XX XX,2023, all existing, non-residential premises that currently have mains, hydrants and appurtenances connected to the Seller's distribution system for the purpose of providing private fire protection to said premise, no private fire fees/availability fees will be charged.

After XX XX,2023 all facilities (new and/or repurposed) requiring fire protection, fire fees will be in accordance with the current Marion Division's approved tariff.

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P.U.C.O. Tariff No. 3

Rates for water customers in the former La Rue (cont.)

WATER FOR BUILDING AND CONSTRUCTION PURPOSES

Meter Rates

Where a meter is installed on a fire hydrant or on a temporary service connection for construction purposes, the minimum payment for water shall be the monthly service charge for general water service, payable in advance, based upon the size of the meter installed. If more than one fire hydrant or special service connection is used, the service charge shall apply to each such hydrant or temporary service connection so used.

The cost of installing and removing the temporary service connection and meter setting, or the connection made to the fire hydrant, shall be paid for by the Customer. The Company may require an application to be signed and either the service charge paid in advance or, at the option of the Company, a meter deposit made, and the account handled in the same manner as any other metered account. The service charge shall not entitle the Customer to receive, during the then-current month, any specified quantity of water. All water shall be billed at the regular schedule of meter rates

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

Section 4
Original Sheet No. 4

P.U.C.O. Tariff No. 3

Rates for water customers in the former La Rue (cont.)

BILLING OF LICENSE, OCCUPATION,
OR OTHER SIMILAR CHARGES OR TAXES,
EXCLUSIVE OF FRANCHISE TAXES

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, or other similar fee or tax, now or hereafter imposed upon the Company by state or local taxing authorities whether imposed by statute, regulation, ordinance or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of water rendered by the Company to the Customer.

Where more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a Customer may be billed to the Customer as a single amount. Charges or taxes herein referred to Customers on the basis of Company rates and on the basis of the tax rate effective shall, in all instances, be billed effective at the time of billing, at the time billing is made.

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P.U.C.O. Tariff No. 3

Rates for water customers in the former La Rue (cont.)

PUBLIC FIRE SERVICE

NEW INSTALLATIONS

Hydrants ordered by the appropriate governmental authority will be installed only by Ohio American Water Company and/or its agent on existing mains six (6") inches or larger in diameter, at locations selected by the appropriate governmental authority having jurisdiction in the area where the hydrant is to be installed. The installed cost of the hydrant so ordered by the governmental authority shall be billed to, and payable by, the party applying for the installation, within thirty (30) days following the submission by the Company of an invoice covering the cost. The cost billed shall include all costs associated with the installation, including but not limited to, hydrants, pipe, valves, fittings, and all other materials, and all other costs, such as, labor, permits, cutting and replacing pavement, lawns, and sidewalks, including the Ohio American Water Company's expense for supervision, engineering, insurance, tools and equipment, purchasing, accounting, and other overhead expenses. Whenever the removal of a hydrant is ordered, or a change in location, size or type of a fire hydrant is ordered, requested, or made necessary, due to change in line or grant of any highway, street, roadway, curb or walk, or for any other reason, said removal or change will be made by the Company at the expense of the appropriate governmental unit having authority to order the relocation or other party ordering, requesting, or making necessary, such removal or change

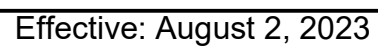
Issued: August 2, 2023

Effective: August 2, 2023

Issued by Robert L. Davis, President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated May 31, 2023 for Case No. 23-0139-WW-ATA

Section 5
Original Sheet No. 1

SERVICE AREA MAPS AND DESCRIPTIONS



Issued by Robert L. Davis, President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
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SAMPLE BILL FORMAT

FRONT OF BILL

AQUA

Service To:
Jim Smith
0123 Rogers Ave
Mentor, OH 44060

Account Number:
001234567 1234567
LAKE ERIE WEST
1230150 PWSD # OH4301511

Lake Erie West District
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

Tel: 877.967.3782
Fax: 877.760.8292
e Mail: custserv@aquaamerica.com

Questions about your water service?... Contact us before the due date.
Bill Date **April 15, 2011** Total Amount Due **\$ 13.70** Current Charges Due Date **May 09, 2011**

Meter Data	Meter	Size	Billing Period	Days	Read Type	Meter Readings	Usage	Units
New Meter	10073750	5/8	04/09/11	3	Actual	600	600	Gallons
Old Meter	68285772	5/8	04/09/11	30	Actual	\$2400	300	Gallons
*We have exchanged your meter during this billing period.								
Average Daily Usage = 27 Gallons			Total Days: 33		Total Usage:		900	Gallons

Billing Detail

Amount Owed from Last Bill	\$ 18.36
Total Payments Received	18.36
Remaining Balance	0.00
Customer Charge	9.21
900 gallons @ \$0.0045446 per gallon	4.09
Total Water Charges	13.30
System Improvement Charge (SIC)	0.40
Amount Due On or Before 05/09/11	\$ 13.70
Amount Due AFTER the Current Due Date	\$ 14.39

Water Usage History

Read Types: ☒ Actual ☐ Estimated ☐ Customer

Message Center (see reverse side for other information)

AQUA Water Bill

Lake Erie West District
762 W. Lancaster Avenue • Bryn Mawr, PA 19010-3489

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

Service To:
Jim Smith
0123 Rogers Ave
Mentor, OH 44060

Account Number
001234567 1234567
On or Before **05/09/11** Pay This Amount **\$ 13.70**
After **05/09/11** Pay This Amount **\$ 14.39**
Amount Owed

1281487

Jim Smith
0123 Rogers Ave
Mentor, OH 44060

Please make check payable to Aqua OH.
Print your account number on your check,
then mail to address on back.

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BACK OF BILL

Important Customer Information

Customer Service: 877.WTR.AQUA or 877.987.2782 Fax: 866-780-8292 e-mail: custserv@aquaservice.com www.aquaohio.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) at 1-800-686-7626 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickccc.org. You can 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.

Our customer service address is listed on the front of the bill. You may also call, fax or e-mail your comments to one of the customer service telephone numbers or at the e-mail address listed above. 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. 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.

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: 866.299.2906. 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.aquaohio.com to find the Western Union location closest to you.

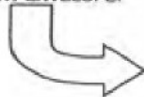
Online: You can pay your bill online for a fee. Visit www.aquaohio.com and click on Customer Service, Under "Online Bill Payment" select "online".

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.

Payment Terms: You should pay your bill on or before the due date.

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.



Aqua OH

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

071011229296

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Aqua Ohio, Inc.

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

SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

Dear Customer:

As an Aqua Ohio, 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 water service.

1. You have the right to have any inquiry or Complaint handled courteously and promptly by the Company. An inquiry or Complaint can be made to the Company either in writing to 762 W. Lancaster Ave., Bryn Mawr, PA 19010, or by calling 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. Installation of Service
 - A. The Application for the installation of a Company Service Line must state the uses to which the water is to be applied, and the correct lot and street number or other complete identification of the Premises to be supplied.
 - B. The Application for installation of a Company Service Line will be accepted subject to the condition that there shall be a water main fronting the Premises to be served. When such condition does not exist, it will be necessary for the Applicant first to enter into a Main Extension Agreement with the Company pursuant to the provisions contained in Section 3-4 of the Company's Tariff, "Contracts for Water Service," Item 1.B.

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- C. When permitted by the Company in writing, each Service Line that services more than one Metered dwelling must have a shut-off valve for each Metered service and a master shut-off valve for the main Service Line.
- D. Service Lines shall be installed to provide for inside Meter settings, except where the Company has approved or required outside meter settings.
- E. The curb stop or outside meter vault shall be installed at a place designated by the Company between the curb line and the property line.
- F. Curb stops or valves in the Company's Service Lines are for the Company's exclusive use and control.
- G. The Customer Service Line is the water line and Related Facilities from the Company Service Line to the Premises to be served. The Customer shall at his or her expense install, maintain, and repair the Customer Service Line. When a leak in the Customer Service Line is discovered, the Company shall give the Customer 14 days' written notice of disconnection. Within such time, the Customer must make repairs. If the leak in the Customer Service Line, in the opinion of the Company, is considered an emergency, however, no notice of disconnection is required.
- H. If a Company Service Line is to be installed where any portion of the line must pass through property not owned by the Customer, the Customer must assume full responsibility for acquiring the right to pass through such property.
- I. When the installation of a Customer Service Line has been completed, the Customer shall leave the Service Line turned off.
- J. The Customer Service Line shall be laid at a depth of not less than four-and-one-half feet nor more than five feet below ground level. The Service Line shall be not less than one-inch nominal size and shall be either "Type K" copper tubing or other Company-approved material.
- K. The Customer Service Line may be laid in a separate trench or, where applicable, it may be laid on a ledge on either side of the sewer trench. Said ledge shall be cut into the sewer trench so as to provide a shelf six inches wide of solid firm soil for the entire length of the pipe. The Customer shall leave the trench open and pipe uncovered until it is inspected and approved by a Company representative.
- L. The Company Service Line is the water line and Related Facilities from the water main to and including the curb stop at or near the property line. The Company Service Line shall be installed at the expense of the Company and shall be owned, operated, and maintained by the Company.
- M. Service line installation work shall be performed in accordance with specifications and requirements of the Company. All Costs or material and installation required to

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serve Applicant's lot shall be the responsibility of the Applicant (see exception below) and the Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company for all Service Line installation work. The Company will only pay for Costs of residential Service Lines from the main to a shut-off at or near the curb when one (or both) of the following criteria exist: (I) the Main Extension was in service at December 31, 2003, and/or (II) the Applicant for service was previously served by an individual well. 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.

- N. The Customer shall make or be responsible for the Costs of all changes in the Customer's water Service Line and Customer-owned meter pit 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 water and water 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. Failure to receive a bill, however, shall not relieve the Customer from the obligation to pay the same when due. Residential bills for water service become delinquent not less than 14 days after the billing date thereof. Nonresidential bills for water service become delinquent not less than 21 days after the billing date thereof. Water service may be shut off for delinquent bills in accordance with Section 3-2 of the Company's Tariff, "General Regulations Governing Service," Item 15.
- 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

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Customer has been notified of the result of the Company's investigation made in response to the Complaint.

- G. Bills for water 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 water service to be discontinued temporarily to a Premises used or occupied for only part of the year shall so notify the Company. Such Premises, 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 water 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.
 - 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, Meter, curb stop, curb box, seal, or other appliance under the control of or belonging to, the Company;
 - (2) For connecting the Service Line, or any pipe directly or indirectly connected therewith, with any other source of supply or with any apparatus that may, in the opinion of the Company, contaminate the Company's water supply;

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- (4) For discharging high strength or harmful waste that is detrimental to or can inhibit to the Company's wastewater treatment process, where applicable; or
- (5) 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 water for any other purpose or upon any Premises not stated in the Application; or
- (2) To prevent waste or reasonably avoidable loss of water.

C. The Customer must be given not less than 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;
- (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, by turning off the curb stop 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.

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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.
- 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(l).
- F. Service may not be refused or disconnected to any Customer or refused to any Applicant for service for any of the following reasons:

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- (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) If any Customer requests a Meter test the Company will perform an onsite or bench Meter test. The Customer will pay upfront Costs for on site or Meter testing; provided, however, that the Company will perform either an on-site or bench Meter test once every three years without charge. The Meter test shall be performed within 30 days from the request. The Company may request a reasonable justification for a Meter test. The Company or any Customer may request that a Meter test be performed in the presence of a staff member of the Commission. The Customer also has the right to be present. Results of an onsite Meter test shall be provided to the Customer at the time of the test. Should the onsite Meter test indicate primary Meter inaccuracy, the primary Meter shall be removed and bench tested in accordance with the accuracy standards set forth in Section 3-9 of the Company's Tariff, "Metered Water Service," Item 13. If bench testing demonstrates that the Meter is less than 90% accurate, then the Company shall reimburse the Customer for the Cost of the on-site or bench test, or both. If the bench test reveals that the Meter is greater than or equal to 90% accurate, then the Customer shall not be reimbursed the Cost of on-site or bench testing, or both. Reimbursement shall be made within 30 days of completion of the tests.

The Customer Cost of on-site or bench testing shall be \$42.42 for Meters up to and including three-fourths inch in size, \$156.00 for Meters one inch up to two inches in size, and at actual Cost to the Company for all Meters over two inches in size. All charges will be paid in advance. If the Meter fails to meet the specifications, the advanced charge will be refunded within 30 days.

- (6) 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:

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- (a) The Applicant owns the property being served or other real estate in the service territory and has demonstrated financial responsibility; or
 - (b) The Applicant demonstrates that he or she is a satisfactory credit risk; or
 - (c) The Applicant demonstrates that he or she had water service with another water utility within a period of 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.
- (7) The Customer has the right to see a proper Company photo identification whenever Company employees or agents seek access to the Customer's Premises, and state the reason for the visit.
- (8) The Customer has the right to examine the Company's rates, rules, and regulations that are available for review upon request at the Company's office or at the office of the Commission.
- (9) 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.
- (10) 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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in

Case No(s). 89-7028-WW-TRF, 23-0139-WW-ATA

Summary: Tariff P.U.C.O. Tariff No. 3 Pursuant to Commission Order dated May 31, 2023 electronically filed by Ms. Nicole R. Woods on behalf of Aqua Ohio, Inc..