

*Bell, Royer & Sanders Co., L.P.A.**Attorneys at Law**33 South Grant Avenue**Columbus, Ohio 43215-3900**Langdon D. Bell*
lbell33@aol.com*Barth E. Royer*
barthroyer@aol.com*Judith B. Sanders*
jsand21552@aol.com
jsanders@brscolaw.com*Telephone (614) 228-0704**Telecopier (614) 228-0201*

November 15, 2004

Renee J. Jenkins, Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215Re: Water and Sewer LLC
Case No. 03-318-WS-AIRRECEIVED-DOCKETING DIV
2004 NOV 15 PM 2:24
PUCO

Dear Ms. Jenkins:

Pursuant to the Commission's October 6, 2004 opinion and order in the above-captioned proceeding, Water and Sewer LLC files herewith its proposed new tariff and a proposed customer notice for Commission review and approval.

Thank you for your attention to this matter.

Sincerely,



Barth E. Royer

Attorney for
Water and Sewer LLC

Enclosures

cc: All Parties of Record

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PUCO No. 2

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PUCO

**RATES, RULES, AND REGULATIONS
GOVERNING WATER AND SEWER SERVICE**

WATER AND SEWER LLC

89-7045-WS-TRF

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

PUCO No. 2

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Original Sheet No. 1

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SECTION 1 – GENERAL PROVISIONS

1. Definitions: As used herein:
 - A. “Commission” means the Public Utilities Commission of Ohio.
 - B. “Company” means Water and Sewer LLC.
 - C. “Company service line” means that portion of the service line between the distribution or collection main, up to and including the curb stop, water outlet connection, or sewer inlet connection, at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.
 - D. “Customer” means any person who enters into an agreement with the Company to receive water and/or sewer service.
 - E. “Customer service line” means that portion of the service line from the Company service line to the structure or premises, supplied, installed, and maintained at the cost of the customer.
 - F. “Main” means a pipe that transports or distributes water from the supply system to the Company service lines or a pipe that collects or transports wastewater from the service line of a sewer service customer to the Company’s treatment facility.
 - G. “Service connection” means the connection of the Company’s service line with the customer’s service line at or near the property line, which connection enables the customer to receive service.
 - H. “Tap-in” means the connecting of a Company service line to a main.
2. Applicability. Water and sewer service provided by the Company is furnished subject to the terms and conditions set forth in this tariff, which has been filed with and approved by the Commission. In the case of any conflict between these terms and conditions of service

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and the Standards for Waterworks Companies and Sewage Disposal System Companies set forth in Chapter 4901:1-15 of the Ohio Administrative Code ("OAC"), as amended from time to time, the provisions of Chapter 4901:1-15, OAC, shall take precedence unless otherwise specifically ordered by the Commission. The tariff is applicable to all service furnished by the Company throughout its service area, a map of which is set forth in Section 5 of this tariff.

3. Notification of Customer Rights. Pursuant to Rule 4901:1-15-16, OAC, the Company is required to provide to new customers, at the time service is initiated, and to existing customers, upon request, a summary of their rights and obligations under Chapter 4901:1-15, OAC. The Notification of Customer Rights provided by the Company in accordance with this rule is set forth in Appendix A to this tariff.

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SECTION 2 – RATES, CHARGES, BILLING, AND PAYMENT

1. Applicability. The rates and charges for water and sewer service specified in this section are applicable to all customers of the Company, except to those customers that enter into Commission-approved special arrangements with the Company pursuant to Paragraph 7 of this section.
2. Rates and Charges for Water Service.

Bi-Monthly Customer Charge \$ 12.76
Rate per Cf \$ 0.11226
3. Rates and Charges for Sewer Service.

A. For Water Customers:
Rate per Cf of Water Usage \$ 0.12274

B. For Sewer-Only Customers:
Bi-Monthly Customer Charge \$ 12.76
Bi-Monthly Flat Rate \$ 162.73
4. Billing and Payment. The Company bills its customers on a bi-monthly basis. All bills are due and payable within fifteen days from the billing date, which shall not be earlier than the date of the postmark on the billing mailer. Bills not paid within fifteen days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon fourteen days written notice pursuant to Paragraph 12 of Section 3 of this tariff.
5. Reconnection Charge. Combination water and sewer customers whose service is disconnected pursuant to Paragraph 12 of Section 2 of this tariff shall pay a reconnection charge of \$25.00 to have service restored. Pursuant to Paragraph 13.B. of Section 3 of

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this tariff, an additional reconnection charge may apply if service is restored after normal business hours. Sewer-only customers whose service is disconnected pursuant to Paragraph 12 of Section 3 of this tariff shall pay a reconnection charge equal to the actual, out-of-pocket costs the Company incurs in disconnecting and reconnecting sewer service.

6. Dishonored Payment Charge. If a payment for any service, charge, or fee received by the Company is returned to the Company by a financial institution unpaid, a charge of \$25.00 will be assessed to cover the cost of processing the transaction, provided the transaction is properly processed by the Company. At the Company's option, the charge for dishonored payment may be assessed when the Company returns the dishonored payment to the customer or may be included on the customer's next billing.
7. Special Arrangements. Nothing in this section prevents the Company from entering into a special arrangement with a customer pursuant to Section 4905.31, Revised Code, where circumstances warrant. As required by Section 4905.31(E), Revised Code, no such special arrangement is lawful unless it is filed with and approved by the Commission.

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SECTION 3 – SERVICE AND FACILITIES

1. Applications for Service. Applications for water and/or sewer service shall be in writing on a form prescribed by the Company and approved by the Commission. The application shall be signed by the prospective customer or the prospective customer's authorized representative. A copy of the Company's application form is set forth in Appendix B to this tariff. Based on the information provided in the application for service, the Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or deposit as a condition of initiating service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
2. Service Connection and Company Service Line Installation. Property owners applying for water and/or sewer service shall, upon submitting the application, pay a tap-in fee. In no event shall the tap-in fee exceed the Company's actual out-of-pocket cost of connecting service and, where required, of installing the Company service line. Upon receipt of the signed application and tap-in fee, the Company shall install the Company service line to the property line, where required, and complete the service connection. Each service connection shall have a curb stop. The Company service line and curb stop shall be the property of the Company and shall be maintained by the Company.
3. Customer Service Line Installation. Property owners desiring to install a Customer service line to their premises shall make application for same to the Company through a competent plumber as their authorized representative. If the Company approves the location of the Customer service line and is otherwise satisfied with the plans and specifications for the installation, the Company will authorize the plumber to proceed with the installation. All costs of the Customer service line shall be borne by the property owner. Service will not commence until the Company has inspected and approved the Customer service line installation, such inspection to be performed at no cost to the

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customer. The Customer service line shall be the property of the property owner, and shall be maintained in proper condition by the property owner.

4. Meter Installation and Replacement. The Company shall supply and install the meter, which shall remain the property of the Company. The Company shall determine the location of the meter. All meters shall be sealed by the Company at the time of installation. No seal shall be altered or broken except by an employee or authorized representative of the Company. The customer shall reimburse the Company in an amount equal to the Company's actual out-of-pocket cost of repairing or replacing meters damaged by the customer, customer's agents, or customer's invitees.
5. Relocation of Services and Meters. Meters or services moved for the convenience of the customer will be relocated at the customer's expense.
6. Meter Reading. The Company shall read each customer's meter at least once every two months, unless access to the meter cannot be obtained. The Company shall read each customer's meter at least once per year.
7. Meter Testing and Inspection. All billing meters used for determining the quantity of water delivered and all meter testing equipment shall comply with the accuracy standards published by the American Water Works Association. Meters will be subject to testing as follows:
 - A. The Company may test any meter at its discretion. The cost of such tests shall be borne by the Company.
 - B. Upon the request of a customer, and upon presentation by the customer of reasonable justification for performing a meter test, the Company shall perform either an on-site or bench meter test. The customer will not be charged for the first customer-requested meter test in any three year period. Additional customer-requested meter tests within the three-year period shall be at the expense of the customer if the meter is found to be accurate. In such instances, the charge for the meter test will be \$20.00. The meter test shall be performed within thirty days of

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the request. The customer has the right to be present at the test and may also request that a member of the Commission staff be present at the test.

- C. The results of an on-site meter test pursuant to Paragraphs 7.A. or 7.B. of this section shall be provided to the customer at the conclusion of the test. If the on-site meter test indicates primary meter inaccuracy, the meter shall be removed and bench tested in accordance with the accuracy standards set forth in Paragraph 7 of this section. If the meter fails to meet the accuracy standards, the Company shall perform any necessary billing adjustments within thirty days. The Company will promptly repair or replace meters that the test shows are inaccurate.
8. Access to Customer Premises. The Company shall have the right to enter a dwelling or structure only with permission granted by a person holding himself or herself out as being responsible for the dwelling or structure; provided, however, that this paragraph shall not be construed as preventing the Company from disconnecting service for denial to the Company of reasonable access to the premises required to render utility service as provided in Rule 4901:1-15-11, OAC, which includes access for purposes of reading the customer's meter, nor as limiting or eliminating property rights granted to the Company pursuant to easements or other estates or interests in real property. Any employee or authorized representative of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself or herself, provide Company photo identification, and state the reason for the visit. The employee or representative shall, in all cases, direct himself or herself to the person holding himself or herself out as responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.
9. Interruptions of Service. The Company undertakes reasonable care and diligence to provide a constant water supply, but reserves the right, at any time and without notice, to shut off water in mains for purposes of making emergency repairs. In the case of planned interruptions of service due to planned outages or main flushings, the Company shall notify affected customers at least three days in advance of the interruption. The notice shall be by delivered written notice, by publication in a newspaper of general circulation in the Company's service area, or by an obvious sign posting in the affected portion of the

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Company's service area. The notice shall state the date and estimated duration of the outage and the telephone number the customers may call for further information.

10. Prohibited Connections. Customers are not permitted to connect premises served by any other source of water supply to a Company water service line or distribution main. Customers are not permitted to connect to a Company service line or main any piping, tank, vat, or other apparatus that contain liquids, chemicals or other matter that could flow back into the Company service line or main. Customers are not permitted to install automated lawn sprinklers, automated fire protection sprinklers, or other similar apparatus unless connected by an approved backflow prevention device. Such devices shall be inspected no less frequently than annually by a licensed plumber at the customer's cost. The results of such inspections shall be submitted to the Company.
11. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or other purpose, the customer must provide the Company with at least three days notice prior to the date the customer desires to take such water. The Company will supply such water to the customer only if arrangements can be made that will permit the water to be safely delivered through the Company's facilities in a manner that will not interfere with service to the Company's other customers. The customer will be billed for water delivered pursuant to this paragraph at the per Cf rate for water usage specified in Paragraph 2 of Section 2 of this tariff.
12. Disconnection of Service. The Company may refuse service to an applicant for service or disconnect a customer only for those reasons for refusal or disconnection of service set forth in this paragraph. The following procedures govern refusals or disconnections of service. In the event a customer's service could be disconnected for more than one of the following reasons, the minimum notice provision (which includes no notice) applies.
 - A. No notice is required for disconnection of service for any of the following reasons:
 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;

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2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraph 12.A. of this section;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be refused to any applicant for service or disconnected to any customer for any of the following reasons:
1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) 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 which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service shall also be given to the consumer(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.
- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers

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2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraph 12.A. of this section;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be refused to any applicant for service or disconnected to any customer for any of the following reasons:
1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) 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 which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service shall also be given to the consumer(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.

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- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- G. The Company may disconnect service during its normal business hours; provided, however, that no disconnection for past due bills or for failure to make a required deposit may be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service will be authorized to either:
1. Accept payment in lieu of termination;
 2. Be able to dispatch an employee to the premises to accept payment; or
 3. Be otherwise able to make available to the customer a means to avoid disconnection.

At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.

- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician or board of health physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the Company will restore service if a signed certification form is received by the Company within fourteen days of disconnection. Certification may be renewed two additional times (thirty days each) by providing a new signed certification

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form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the Company, charges incurred during the certification period, and, where disconnection has already occurred, the applicable reconnection charge set forth in Paragraph 4 of Section 2 of this tariff.

13. Reconnection of Service. The Company will reconnect previously disconnected service in accordance with the following procedures.
- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge specified in Paragraph 5 of Section 4 of this tariff and any deposit required pursuant to Paragraph C of this section;
 2. The elimination of conditions that warranted disconnection of service; or
 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to paying the amount specified in Paragraph 13.A.1. of this section, shall also sign an agreement to pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.

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- C. The Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or a deposit as a condition of restoring service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
- D. The current portion of the customer's bill shall not be considered in computing the full amount of arrears pursuant to Paragraph 13.A.1. of this section. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.
14. Complaints. Customer complaints, including, but not limited to, complaints regarding service, meter reading or registration, or bills, may be made to the Company either orally or in writing. 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. The report shall include a description of the action taken by the Company, if any, to resolve the complaint. The Company will maintain records of complaints in accordance with Rule 4901:1-15-14(D), OAC. If the complainant is not satisfied with the Company's report, the Company shall promptly inform the customer of the availability of the Commission's complaint handling procedures, including the current address and the toll-free telephone number of the Commission's Public Interest Center. The Company will also investigate customer complaints referred to it by the Commission. The Company will submit a report to the Commission within ten business days after the receipt of a Commission request for information concerning a complaint(s). The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

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Case No. 03-318-WS-AIR
Issued by Randy Kertesz, Acting President

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

PUCO No. 2

Section 3
Original Sheet No. 10

-
15. Water Conservation Restrictions. Conditions beyond the control of the Company may require the Company to impose restrictions on the use of water by its customers to ensure that the supply is adequate for public fire service and basic human needs. The following procedures govern the imposition of such restrictions:
- A. The Company must notify the Commission's outage coordinator (or the coordinator's designee) of any proposed water usage restrictions. Subsequent to this notification, the restrictions may be implemented immediately. Within two business days following the implementation of water restrictions, the Company shall file with the director of the Commission's Consumer Services Department (or the director's designee) a detailed description outlining the restrictions. The Commission may suspend the restrictions if the Commission finds the restrictions to be unreasonable or discriminatory.
 - B. When, in the opinion of the Company, a threat to the integrity of its water supply exists, the Company may implement such restrictions on water consumption as it deems 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 (plus the Level 1 restrictions); and
 - 3. Level 3 – Ban on all non-essential uses of water (plus the Level 1 and Level 2 restrictions).
 - C. During times of restricted use, the restriction shall be enforced in a non-discriminatory 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

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Suite 260
Woodmere, Ohio 44122

PUCO No. 2

Section 3
Original Sheet No. 11

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 charge as specified in Paragraph 5 of Section 2 of this tariff, and, if service is restored after regular business hours or on a Saturday, Sunday, or holiday at the request of the customer, the additional actual reconnection charge as specified in Paragraph 13.B. of this section; and
 - B. Has corrected the condition(s), circumstance(s), or practice(s) that violated the curtailment regulations of the Company.
- D. The curtailment of water usage does not entitle the customer to a deduction in the amount of his/her water or sewer charges during the period the restrictions are in place.
- E. The Company will provide notice to all of its customers prior to implementing the water usage restrictions.
- F. When water usage restrictions are imposed, the Company shall file a report with the director of the Commission's Consumer Services Department (or the director's designee) every thirty days stating the number of disconnections resulting from violations of the restrictions, the specific usage restriction violation causing the disconnection, and any other problems relating to the water usage restrictions.

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SECTION 4 – MAIN EXTENSIONS AND SUBSEQUENT CONNECTIONS

1. Main Extensions and Related Facilities. The Company shall extend its mains and related facilities to serve new customers in accordance with the provisions of this section. As used in this section, “main extension” means 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. As used in this section, “related facilities” means 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.
2. Main Extension Agreements. All agreements between the Company and prospective customers concerning main extensions and/or related facilities to be funded by customer contributions in aid of construction, customer advances in aid of construction, or some combination of these methods, shall be in writing and signed by the Company and the prospective customers involved, or their duly authorized representatives. These written agreements shall embody the terms and conditions set forth in this section.
3. Ownership. All main extensions and related facilities shall become the property of the Company.
4. Specifications and Construction. The size, type, quality of material, and location of main extensions and related facilities shall be determined by the Company. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. Construction shall be performed by the Company or by contractors acceptable to the Company.
5. Cost Estimate. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by customer contributions in aid of construction, customer advances in aid of construction, or a combination of these methods, the Company shall estimate the total of the costs of the main extension, related facilities, and

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Section 4
Original Sheet No. 2

tax or tax impact in accordance with Rule 4901:1-15-30, OAC. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the prospective customer(s), including provisions for public fire protection. The length of the main extension shall be determined by measuring from the nearest existing adequate main along a route determined in accordance with generally accepted utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the prospective customer, the Company shall bear the cost of such oversizing.

6. Method of Payment. The main extension agreement shall embody one of the following methods of payment. The selection of the method shall be at the discretion of the Company.
- A. The prospective customer requesting the main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact, if applicable. The tax impact shall be calculated by the following method:

$$\text{Tax impact} = \frac{C}{(1-R)} - C$$

C = Dollar value of taxable contribution or advance in aid of construction.

R = Decimal equivalent of applicable marginal rate of federal income tax on value of taxable contributions and advances.

The entire advance including the tax impact shall be subject to refund as provided in Paragraph 9 of this section.

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Original Sheet No. 3

- B. The prospective customer requesting a main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the main extension and related facilities minus the tax shall be subject to refund as provided in Paragraph 9 of this section. The tax shall be calculated by the following method:

$$\text{Tax} = C \times R$$

C = Definition in Paragraph 6.A. of this section.

R = Definition in Paragraph 6.A. of this section.

7. True-Up Adjustments. Any amount by which the estimated cost of the main extension and/or related facilities determined pursuant to Paragraph 5 of this section exceeds the actual cost shall be refunded to the customer by the Company within sixty days after the completion of the extension. Any amount by which the actual cost of the main extension and/or related facilities exceeds the estimated cost paid by the customer to the Company determined pursuant to Paragraph 5 of this section shall be billed to the customer upon completion of the extension and shall be paid by the customer within sixty days after completion of construction.
8. Multiple Applicants. When more than one prospective customer is involved in the request for a main extension and/or related facilities, the amount of the advance in aid of construction shall be divided equally among the applicants, unless otherwise agreed by the applicants.
9. Refunds of Customer Advances in Aid of Construction. Refunds of advances in aid of construction made pursuant to this section shall be made in accordance with the following method. The Company shall pay each year to the customer making an advance in aid of construction, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water or sewage service to each *bona fide* customer, other than a subsequent applicant whose service line is connected to

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the main covered by the main extension agreement, for a period of not less than fifteen years. A balance remaining at the end of the fifteen-year period shall be nonrefundable. When more than one applicant is involved, the amount refunded shall be divided among the applicants in proportion to their original advance in aid of construction. The aggregate refunds under this tariff shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced. Pursuant to Rule 4901:1-15-30(N), OAC, the Company may not transfer its certificate of public convenience and necessity unless the Company demonstrates to the Commission that the Company has agreed to satisfy all existing refund agreements or that the transferee has agreed to assume the Company's obligation under all such agreements.

10. Customer Guarantee of Acceptance of Service. The Company will not extend mains unless the prospective customer guarantees to the Company in the main extension agreement that service will be accepted within thirty days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.
11. Temporary Service. The Company will provide temporary service, provided that the applicant for such service agrees in writing to pay in advance to the Company the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service. The charges set forth in Section 4 of this tariff also apply to temporary service.
12. Subsequent Connections, Service Connections, and Tap-Ins. If, at any time during the term of a main extension agreement involving refundable customer advances in aid of construction pursuant to Rule 4901:1-15-30, OAC, the owner of any lot abutting the main extension who was not a party to the main extension agreement requests service (hereinafter, the "subsequent applicant"), the Company shall enter into a written agreement with the subsequent applicant governing the requested connection that embodies the terms and conditions set forth in this paragraph. Company shall collect in advance, from each such subsequent applicant, an amount equal to the total-foot frontage of the lot to receive service multiplied by the per-foot frontage charge.

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Section 4
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specifically provided in the agreement, a balance remaining at the end of the fifteen-year period shall become nonrefundable.

13. Service Connection and Tap-In Fees. In addition to the charges for main extensions or subsequent connections, the customers shall reimburse the Company for its actual, out-of-pocket cost for service connections and tap-ins as provided in Paragraph 2 of Section 3 of this tariff.

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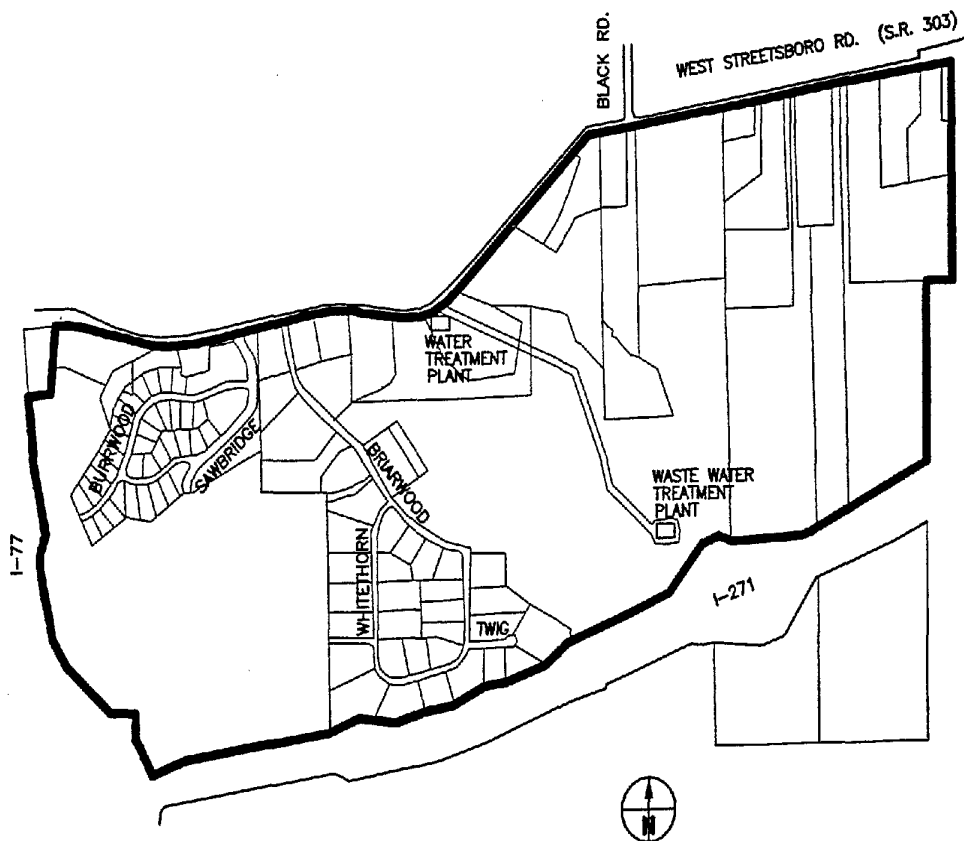
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Section 5
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SECTION 5 - SERVICE AREA MAP



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Appendix A

NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Water and Sewer LLC (the "Company"), you have certain rights and obligations. These rights and obligations are spelled out in detail in the standards for water and sewer utilities established by the Public Utilities Commission of Ohio ("Commission") and in the Company's rules and regulations, which have also been approved by the Commission. This Notification of Customer Rights is intended to provide you with a summary of some of the more significant rules and regulations. Copies of the Commission's comprehensive standards and the Company's rules and regulations are available from the Company upon request. You may contact the Company to obtain copies of these documents or for any other purpose, including inquiries, complaints, and to report emergencies, at:

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122
1-800-273-0287 (24-hour number)

Copies of the Commission's standards can also be obtained by contacting the Commission at:

Public Utilities Commission of Ohio
Public Interest Center
180 East Broad Street
Columbus, Ohio 43266-0573
1-800-686-7826
1-800-686-8180 (TDD/TYY Customers)

Complaints:

Complaints as to service or bills should first be directed to the Company by writing or calling the Company at the address or phone number listed above. The Company will investigate your complaint and will report the results of its investigation to you, either orally or in writing, within ten business days of receiving the complaint. If you are not satisfied with the Company's resolution of your complaint, you may write or call the Commission at the address or phone number listed above. The Commission has staff available to render assistance in these matters.

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Customer Rights:

As a customer, you have the right, among others, to:

- A. Request that your meter be tested if you have reason to believe that it is not registering water usage accurately;
- B. Notice that the Company intends to discontinue service and the reason therefore, which includes non-payment of bills, failure to abide by the terms of the Company's tariff, tampering with your meter or other Company facilities, connecting other sources of supply to the water line serving you, and the wasteful or other reasonably avoidable loss of water;
- C. Notice that water and/or service will be interrupted;
- D. To see a proper Company photo identification when a Company employee or authorized representative seeks access to your premises; and
- E. To review the Company's rates, rules, and regulations upon request.

Customer Obligations:

As a customer, you are obligated, among other things, to:

- A. Abide by the terms and conditions in the Company's tariff;
- B. Pay your bills when due;
- C. Allow the Company to test your meter; and
- D. Allow the Company reasonable access to your premises to inspect and read meters, to inspect connections to the Company's system, and to investigate complaints.

Service and Meter Installation:

The Company will supply water and/or sewer service to any customer within its service area who makes an application in writing on forms provided by the Company. Property owners

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Appendix A

applying for water and/or sewer service shall, upon submitting the application, pay a tap-in fee to the Company to reimburse the Company for its cost of connecting service, including the cost of installing the Company service line to the property line if no Company service line has previously been installed. The tap-in fee will not exceed the Company's actual, out-of-pocket cost of connecting service and, where required, of the installation of the Company service line. Upon receipt of the signed application and tap-in fee, the Company will install the Company service line to the property line, where required, and complete the service connection. The Company service line is the property of the Company and shall be maintained by the Company. The property owner is responsible for the service line from the connection to the Company service line to the premises served.

The Company will supply and install the meter, which will remain the property of the Company. The Company will determine the location of the meter. All meters shall be sealed by the Company at the time of installation. No seal shall be altered or broken except by an employee or authorized representative of the Company.

Billing:

The Company bills its customers on a bi-monthly basis. All bills are due and payable within fifteen days from the billing date. Bills not paid within fifteen days of the billing date will be considered delinquent and will be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies.

Disconnection of Service:

The Company may disconnect service to any customer only for the reasons for disconnection set forth below. The following procedures govern refusals or disconnections of service:

- A. No notice is required for disconnection of service for any of the following reasons:
 - 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 Customer service line or any pipe directly or indirectly connected to it with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system; or

3. For any other violation or failure to comply with the regulations of the Company, which may, in the opinion of the Company or any public authority, create an emergency situation.
- B. The customer will be given not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
1. For the use of water for any purpose not stated in the application, or for the discharge of any type of sewage not stated in the application, or for the use of either service upon any premises not stated in the application; or
 2. To prevent waste or reasonably avoidable loss of water.
- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 2. For any violation of, or failure to comply with, the regulations of the Company other than those stated in Paragraph 12.A.above;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of meter reading or inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be disconnected to any customer for any of the following reasons:
1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises;

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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 which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service will be given to the consumer at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.
- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- G. The Company may disconnect service during normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday; provided, however, that no disconnection for past due bills or for failure to make a required deposit will be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service are authorized to either:
1. Accept payment in lieu of termination;
 2. Dispatch an employee to the premises to accept payment; or
 3. Be otherwise able to make available to the customer a means to avoid disconnection.

At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.

-
- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician or board of health physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the company will restore service if a signed certification form is received by the Company within fourteen days of disconnection. Certification may be renewed two additional times (30 days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the company, charges incurred during the certification period, and, where, disconnection has already occurred, the applicable reconnection charge.

Reconnection of Service:

The Company will reconnect previously disconnected service in accordance with the following procedures.

- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the \$25.00 reconnection charge and any required deposit;
 2. The elimination of conditions that warranted disconnection of service; or
 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make

payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to paying the normal reconnection charge, shall also pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.

- C. The Company may require a guarantor or deposit as a condition of restoring service, subject to the Commission's rules governing guarantors or deposits. If a guarantor or deposit is required, the Company will provide the customer with a copy of the applicable rules and will administer any deposit in accordance with those rules.
- D. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.

Meter Testing:

All billing meters used for determining the quantity of water delivered and all meter testing equipment shall comply with the accuracy standards published by the American Water Works Association. Meters will be subject to testing as follows:

- A. The Company may test any meter at its discretion. The cost of such tests shall be borne by the Company.
- B. Upon the request of a customer, and upon presentation by the customer of reasonable justification for performing a meter test, the Company will perform either an on-site or bench meter test. The customer will not be charged for the first customer-requested meter test in any three year period. Additional customer-requested meter tests within the three-year period shall be at the expense of the customer if the meter is found to be accurate. In such instances the charge for the meter test will be \$20.00. The meter test shall be performed within thirty days of the request. The customer has the right to be present at the test and may also request that a member of the Commission staff be present at the test.
- C. The results of the on-site meter test will be provided to the customer at the conclusion of the test. If the on-site meter test indicates primary meter inaccuracy,

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the meter shall be removed and bench tested in accordance with the American Water Works accuracy standards. If the meter fails to meet the accuracy standards, the Company shall perform any necessary billing adjustments within thirty days. The Company will promptly repair or replace meters that tests show are inaccurate.

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Appendix B

WATER AND SEWER LLC
3439 West Brainard Road
Woodmere, Ohio 44122
(216) 831-9110
1-800-273-0287 (24-hour number)

APPLICATION FOR WATER AND/OR SEWAGE DISPOSAL SERVICE

The undersigned (the "Applicant") hereby applies to Water and Sewer LLC (the "Company") for Water Service ____ Sanitary Sewer Service ____ (Check service(s) requested).

Applicant's Name: _____

Address: _____

Telephone: (____) _____

Billing Address: _____
(If different) _____

Permanent Parcel Number Desiring Service: _____

Type of Premises:

Residential ____ No. of Rooms ____ No. of Occupants ____

Commercial ____ Type of Business _____ No. of Employees ____

Date Service Connection Desired: _____

Date of Occupancy: _____

Owner of Premises: _____
(If not Applicant)

Has Applicant ever previously received service from the Company? _____

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Appendix B

CREDIT INFORMATION

The Ohio Administrative Code provides that the Company may require an applicant for service to establish financial responsibility. Please provide the following information to enable that the Company can determine if a guarantor or cash deposit will be required as a condition of initiating service.

If you are not the owner of the premises to be served, do you own other real estate within the area served by the Company? _____

Employer: _____

Employer Address: _____

Position: _____

Length of Service: _____

Bank(s): _____

Credit Cards: _____

Previous water and sewer service providers, if any:

If Applicant is a business, credit references:

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Appendix B

ACKNOWLEDGEMENT

By signing this application, Applicant agrees to abide by the effective rate schedules, rules, and regulations of the Company as filed with and approved the Public Utilities Commission of Ohio, and acknowledges and agrees that, if Applicant does not comply with the Company's rate schedules, rules, and regulations, including the obligation to make timely payment for the service provided, service may be discontinued in accordance with the requirements of the Ohio Administrative Code and the Company's rules and regulations. Applicant attests that the information Applicant has provided herein is true and correct to the best of Applicant's knowledge.

SIGNING OF THIS FORM BY THE APPLICANT SHALL, IN NO CASE, BE DEEMED TO CONSTITUTE A WAIVER BY THE APPLICANT OF ANY RIGHTS OR PRIVILEGES GRANTED TO HIM/HER BY THE LAWS OR THE CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Witnesses:

Applicant:

Please Print or Type Name

Signature

WATER AND SEWER LLC

Approved and Accepted

By: _____

Its: _____

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Suite 260
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Appendix C

BILL FORMAT

SEE BACK FOR IMPORTANT INFORMATION

WATER AND SEWER, LLC

3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122
1-800-273-0287

SERVICE TO:			
SERVICE FROM	SERVICE TO	PAST DUE AMOUNT	
SERVICE	PREVIOUS READING	PRESENT READING	CONSUMPTION
SERVICE	DESCRIPTION		AMOUNT
ACCOUNT NUMBER		SERVICE I.D. NUMBER	
DUE DATE	PAY BY DUE DATE	PAY AFTER DUE DATE	

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
WOODMERE, OH
44122
PERMIT NO. 60

RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER	SERVICE I.D. NUMBER
BILL DATE	DUE DATE
PAY BY DUE DATE	PAY AFTER DUE DATE

PLEASE RETURN THIS PORTION
WHEN MAKING PAYMENT.
IF PAYING IN PERSON BRING
ENTIRE BILL.

WATER AND SEWER, LLC
3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122
1-800-273-0287

OFFICE HOURS
MONDAY THRU FRIDAY
9:00 A.M. TO 4:30 P.M.

AMOUNT AFTER DUE DATE
INCLUDES 1% LATE PAYMENT CHARGE
1.5

YOUR BILL IS BASED ON THE PUCO APPROVED
RATES FOUND IN SECTION 2, ORIGINAL SHEET
NO. 1, IN THE COMPANY'S TARIFF. A COPY OF
THE RATE SCHEDULE WILL BE FURNISHED
UPON REQUEST.

PLEASE MAKE CHECKS PAYABLE TO:

WATER AND SEWER, LLC
3439 WEST BRAINARD ROAD, SUITE 260
WOODMERE, OH 44122

TYPE OF BILL

WS - WATER SERVICE SS - SEWER SERVICE
EST - ESTIMATED BILL FB - FINAL BILL
MR - METER READ MS - MISC.

FAILURE TO RECEIVE BILL DOES NOT
RELIEVE CUSTOMER OF LATE PAYMENT CHARGE

FOR UNRESOLVED INQUIRIES, YOU MAY CALL THE PUCO
PUBLIC INTEREST CENTER'S TOLL FREE NUMBER AT
1-800-686-7826, OR HEARING IMPAIRED TDD ONLY
1-800-686-1570

KEEP THIS PORTION FOR YOUR RECORDS

AN IMPORTANT NOTICE ABOUT YOUR WATER AND SEWER RATES

On January 31, 2003, Water and Sewer LLC (Water and Sewer) filed an application with The Public Utilities Commission of Ohio (PUCO) in PUCO Case No. 03-318-WS-AIR requesting an increase in its rates for water and sewage disposal service that would have produced an increase in annual revenues of \$265,846. Your current rates for water and sewer service were established by the PUCO in 1994, and were adopted by Water and Sewer in 2000 when the company took over the operations of Peninsula Water Works, Inc., the previous provider of water and sewer service in the area. The need for the increase was due to increases in costs since the current rates were established, changes in operations to improve the quality of the services provided, and necessary repairs and improvements to the company's facilities.

The PUCO staff thoroughly investigated the company's application and issued a report recommending an increase in the range of \$77,091 to \$77,996. Water and Sewer subsequently reduced its request to \$186,686. A local public hearing was held on November 24, 2003 in Richfield, Ohio, and an evidentiary hearing for the taking of expert testimony was held on January 22, 2004 at the PUCO's offices in Columbus, Ohio. After considering the public testimony and evidence presented, the PUCO, by its order of October 6, 2004, granted Water and Sewer an increase of \$86,642, which represents an increase over the revenues generated by the current rates of 128.85 percent.

In recognition of the impact of an increase of this magnitude on the company's customers, the PUCO directed Water and Sewer to change its billing frequency from quarterly billing to bi-monthly billing to spread the increase over two additional payments. Thus, you will be receiving a bill every two months rather than every three months as is currently the case. The increase will be effective with the company's December bills, which apply to service provided in October and November.

The customer charge, the component of the bill that is applied regardless of your usage, will be \$12.76. The rate for water service will be \$0.11226 per Cf. The rate for sewer service, which is tied to water usage, will be \$0.12274 per Cf of water usage. This will result in a total bi-monthly bill for the average customer of \$324.35. The charge for those sewer customers that are not also water customers will be a bi-monthly flat fee of \$162.73 plus the \$12.76 customer charge. The PUCO reduced the late payment charge for bills not paid within fifteen days of the billing date from 5% to 1.5% of the current charges. The PUCO approved a reconnection charge of \$25.00 to restore service that has been disconnected and a dishonored payment charge of \$25.00 for payments returned unpaid by a financial institution.

Water and Sewer's goal continues to be to provide reliable service to all of our customers as efficiently and economically as possible. Questions regarding the increase may be directed to Water and Sewer at 1-800-273-0287.

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2004 NOV 15 PM 2:26
PUCO