

# **EXHIBIT 2**

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

K. HOVNANIAN FOREST LAKES, LLC	)	CASE NO. CV-2020-02-0740
	)	
Plaintiff,	)	JUDGE ALISON BREAUX
	)	
vs.	)	
	)	
AQUA OHIO, INC., <i>et al.</i>	)	<b><u>DEFENDANTS' MOTION</u></b>
	)	<b><u>TO DISMISS FOR LACK OF</u></b>
	)	<b><u>SUBJECT MATTER JURISDICTION</u></b>
Defendants.	)	

Now come Defendants, Aqua Ohio, Inc. and Jacob Flanary, by and through counsel, and respectfully move for dismissal of Plaintiff's Complaint, in accordance with Rule 12(B)(1) of the Ohio Civil Rules of Procedure ("Civ. R."), for lack of jurisdiction over the subject matter, as the Ohio Public Utilities Commission, as a matter of law, has exclusive jurisdiction over the issues and claims made by Plaintiff in its Complaint.

Defendants' Motion is further supported by the accompanying Memorandum in Support.

Respectfully Submitted,

/s/ Matthew M. Ries  
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*Attorneys for Defendants*

## MEMORANDUM IN SUPPORT

### I. BACKGROUND

#### A. Aqua Ohio's Stark Regional Division

Defendant Aqua Ohio is a regulated public utility that provides water supply services throughout the State of Ohio. (Ex. A, Affidavit of Keith E. Nutter, P.E.) Defendant Jacob Flanary is employed by Aqua Ohio as Construction Coordinator. *Id.* Aqua Ohio operates in portions of Summit County under its Stark Regional Division, pursuant to P.U.C.O. Tariff No. 1. *Id.* A copy of that Tariff is attached hereto as Exhibit A-1.

That Tariff states as follows at Section 3-7:

#### EXTENSION OF MAINS

The Company shall extend mains and provide related facilities to serve new customers in accordance with the Ohio Administrative Code ("O.A.C.") Rule 4901:1-15-30 (Main Extensions and Related Facilities) and O.A.C. Rule 4901:1-15-31 (Subsequent Connections, Service Connections and Tap-Ins), adopted by the Public Utilities Commission of Ohio, as amended from time to time, except as set forth in this Tariff. In addition to O.A.C. Rule 4901:1-15-30-(H), which would otherwise require an Applicant for a main extension to advance the Company the estimated cost of the main extension, related facilities, and in some cases the tax impact, prior to commencement of construction; the Company may require the Applicant to construct the main extension with its own resources in accordance with requirements of the Company and contribute the main extension to the Company in accordance with the terms and conditions of a main extension agreement. All main extensions and subsequent connections to main extensions shall be made pursuant to written contracts. If the Company requires the Applicant to construct, or otherwise fund the construction of, the main and contribute the main to the Company, the Applicant shall be entitled to a refund, as set forth in the main extension agreement, from each Subsequent Applicant that taps into the main extension constructed/funded by the Applicant for that portion of the main extension that will make water service available to property abutting the main extension that is not owned by the Applicant. (Emphasis added.)

(Ex. A-1, PUCO Tariff, Section 3-7.)

The Tariff's referenced OAC 4901:1-15-30 states in relevant part:

The size, type, quality of material, and location of main extensions and related facilities shall be specified by waterworks company and/or sewage disposal system company, and construction shall be done by the company or by contractors acceptable to the company.  
(Emphasis added.)

OAC 4901:1-15-30(E).

In accordance with this Tariff, Aqua Ohio retains discretion over the type and quality of material that it requires for main extensions used for water lines in construction projects. (Ex. A, Affidavit of Keith E. Nutter, P.E.) Aqua Ohio has maintained, since before its Stark Regional Division, material specifications for main extensions. *Id.* Aqua Ohio's standard Material Specifications require ductile iron pipe for main extension lines and state:

**DUCTILE IRON PIPE.** Type required: push-on joints, cement lined, pressure class 52 for 4 inch through 16 inch, manufacturing standards AWWA C150 and C151. Polyethylene encasement shall be installed on all ductile pipe and fittings.

(Ex. A-2, Material Specifications.)

**B. Plaintiff Disputes Aqua Ohio's Legal Right to Require Ductile Iron Pipe**

Plaintiff K. Hovnanian Forest Lakes, LLC is a company that is developing 50.93 acres of land for residential use in the Aqua Ohio Stark Division system ("Project"). This dispute arises from Aqua Ohio's required use of ductile iron pipe because Plaintiff wants to use PVC piping, instead, to save money. Plaintiff claims that Aqua Ohio and its personnel (Defendant Jacob Flanary) are improperly requiring ductal iron pipe for the construction of water mains, instead of the cheaper PVC pipe that the Plaintiff wants to use.

On February 25, 2020, Plaintiff filed the instant action. Plaintiff's Complaint sets forth claims for: (1) injunctive relief to enjoin Aqua Ohio "from forcing the use of only ductile iron on the Project"; (2) declaratory judgment seeking a declaration that Aqua Ohio's requirement for

using ductile iron pipe is unlawful; and (3) tortious interference with Plaintiff's Purchase Agreement to buy the land for the Project by requiring Plaintiff to use ductile iron pipe. Plaintiff is asking this Court to declare that the use of ductile iron pipe is not in accordance with generally accepted utility engineering practices and that the use of PVC piping is superior and customary. Plaintiff is also seeking to permanently enjoin Aqua Ohio from requiring ductile iron pipe in its water districts.

The problem with Plaintiff's Complaint is that this Court lacks subject matter jurisdiction to determine Aqua Ohio's decision to require ductile iron pipe over PVC piping and to declare that the use of ductile iron pipe is not in accordance with generally acceptable utility engineering practice because the resolution of such questions are within the exclusive jurisdiction of the Public Utilities Commission of Ohio ("PUCO").

## II. LAW AND ARGUMENT

### A. Motion to Dismiss for Lack of Subject Matter Jurisdiction under Civ. R. 12(B)(1)

Ohio Civ. R. 12(B)(1) provides:

Every defense, in law or fact, to a claim for relief in any pleading, whether a claim, counterclaim, cross-claim or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: (1) lack of jurisdiction over the subject matter... A motion making any of these defenses shall be made before pleading if a further pleading is permitted.

When a defendant moves to dismiss a complaint for lack of jurisdiction, the plaintiff bears the burden of establishing that the trial court has jurisdiction over the defendant. *Austin Miller Am. Antiques, Inc. v. Cavallaro*, 10th Dist. No. 11AP-400, 2011-Ohio-6670, ¶ 7.

It is well settled that a trial court is not limited to allegations in the complaint and may consider affidavits and other evidence in support of a motion to dismiss for lack of subject matter

jurisdiction pursuant to Civ. R. 12(B)(1). *State ex rel. Strothers v. Madden*, 8<sup>th</sup> Dist. No. 74547, 1998 WL 741909 (1998); *First Mut. Fin. Corp. v. Fam. Savers of Mississippi, Inc.*, 10<sup>th</sup> Dist. No. 98AP-1436, 1999 WL 431050 (1999); *Grossi v. Presbyterian U. Hosp.*, 446 N.E.2d 473, 477 (1980). In doing so, a court “may consider material pertinent to such inquiry without converting the motion into one for summary judgment.” *DeLost v. First Energy Corp.*, 2008-Ohio-3086, 914 N.E.2d 392 (2008).

Here, the Affidavit of Keith E. Nutter, P.E. is attached hereto in support as Exhibit A and provides the necessary facts for why this Court lacks subject matter jurisdiction over this dispute.

**B. Utility Issues and Claims are Subject to the Exclusive Jurisdiction of the Public Utilities Commission of Ohio**

The Ohio Supreme Court, in the case of *The State ex rel. Columbus Southern Power Company v. FAIS, Judge*, 117 Ohio St.3d 340, 884 N.E.2d 1 (2008), completely and conclusively addressed the issue of exclusive PUCO authority as to matters of the type alleged and claimed by Plaintiff in its Complaint. In that case, the City of Columbus sought to avoid payment for the costs of placing electric utilities underground. *Id.* at 340. The tariff of the Columbus Southern Power Company expressly provided that the costs incurred for electrical lines to be constructed by the utility in excess of the normal costs of above ground lines had to be borne by any party that required the lines to be placed underground. *Id.* The City of Columbus argued that such costs were not under the exclusive jurisdiction of the PUCO, as they did not constitute “rates, charges, classifications and service” under the provisions of Ohio Revised Code Sections 4909.15 and 4909.16. *Id.* at 343. The Ohio Supreme Court firmly clarified that any functions of the utility that are related to charges and costs of service, such as the extra cost involved in complying with the utility’s tariff-authorized rules for infrastructure improvements, were under the exclusive jurisdiction of the PUCO. *Id.* The Court stated:

The General Assembly has created a broad and comprehensive statutory scheme for regulating the business activities of public utilities. R.C. Title 49 sets forth a detailed statutory framework for the regulation of utility service and the fixation of rates charged by public utility service and the fixation of rates charged by public utilities to their customers. As part of that scheme, the legislature created the Public Utilities Commission and empowered it with broad authority to administer and enforce the provisions of Title 49. The commission may fix, amend, alter or suspend rates charged by public utilities to their customers. R.C. 4909.15 and 4909.16. Every public utility in Ohio is required to file, for commission review and approval, tariff schedules that detail rates, charges and classification for every service offered. 4905.30. And a utility must charge rates that are in accordance with tariffs approved by, and on file with the commission. R.C. 4905.22.

*Id.* at 343.

Moreover, “The commission has exclusive jurisdiction over various matters involving public utilities, such as rates and charges, classifications, and service, effectively denying to all Ohio courts (except this court) any jurisdiction over such matters.” *Id.* at 343, citing *State ex rel. Illum. Co. v. Cuyahoga Cty. Court of Common Pleas*, 97 Ohio St.3d 69, 776 N.E.2d 92 (2002).

“The jurisdiction specifically conferred by statute upon the Public Utilities Commission over public utilities of that state... is so complete, comprehensive and adequate as to warrant the conclusion that it is likewise exclusive.” *Delost v. First Energy Corp.*, 7th Dist. Mahoning No. 07 MA 194, 2008-Ohio-3086, at ¶19. Therefore, the PUCO has exclusive jurisdiction to resolve utility service-related claims and claims that “require a consideration of statutes and regulations administered and enforced by the commission.” *Id.* at ¶21.

Here, Plaintiff’s claims fall squarely within PUCO jurisdiction because they are service-related claims that require consideration of Aqua Ohio’s PUCO Tariff No. 1 and OAC 4901:1-15-30. Specifically, Plaintiff claims that “Defendant Aqua is managing and overseeing the water supply to a residential housing project Plaintiff is set to develop but in doing so, is improperly interpreting Ohio Administrative Code (hereinafter referred to as “the OAC”) Rule 4901:1-15-

30.” *See*, Compl. at p. 2, ¶2. This Court lacks subject matter jurisdiction because Plaintiff is challenging Aqua Ohio’s requirement to use ductal iron pipe for main extensions in its Stark Regional Division under the authority of the Ohio Administrative Code and in the manner as required under its PUCO Tariff, Extension of Mains, Section 3-7.

Moreover, Plaintiff seeks a declaration that Defendants’ actions are “unlawful and void” under OAC 4901:1-15-30(F), contending that the use of ductile iron pipe is not a generally acceptable utility engineering practice and that the use of PVC piping is. *See*, Compl. p. 7, at ¶¶42-43; p. 9, at ¶2. But these issues are exclusively reserved for resolution by the PUCO because “[T]he determination of issues related to ‘applicable laws and regulations, industry practices and standards is best accomplished by the commission with its expert staff technicians familiar with the utility commission provisions.’” *Ayers-Sterrett, Inc. v. Am. Telecomm. Sys., Inc.*, 833 N.E.2d 348, 351 (Ohio App. 3d Dist. 2005), at ¶12, citing *Miles Mgt. Corp. v. FirstEnergy Corp.*, 8th Dist. No. 84197, 2005-Ohio-1496, 2005 WL 730095, at ¶17.

This Court simply does not have jurisdiction over Plaintiff’s claims. There can be no question that the basis of Plaintiff’s Complaint involves a fundamental water utility proper and customary design issue and a challenge to Aqua Ohio’s provision of services under the PUCO-approved Tariff and OAC provisions by which Aqua Ohio operates the Stark Regional Division. Because the PUCO Tariff and OAC 4901:1-15-30(E) expressly give Aqua Ohio the discretion to determine the type and quality of material for main extensions and related facilities, Plaintiff’s challenge to this authority and discretion is a matter reserved for the PUCO’s administrative expertise. If Plaintiff thinks that the utility engineering reasons for requiring ductal iron pipe for water mains are wrong, then Plaintiff must raise these claims with the PUCO because they concern challenges to public utility engineering and practice. Plaintiff’s Complaint must be



dismissed because the PUCO has exclusive jurisdiction to determine the claims raised in Plaintiff's Complaint.

### III. CONCLUSION

Wherefore, for the foregoing reasons, Defendants respectfully request that this Honorable Court dismiss Plaintiff's Complaint against them for lack of subject matter jurisdiction.

Respectfully Submitted,

/s/ Matthew M. Ries

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*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

A copy of the *foregoing* was sent via email and regular US mail this 2<sup>nd</sup> day of March 2020, to:

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/s/ Matthew M. Ries  
Matthew M. Ries #0083736  
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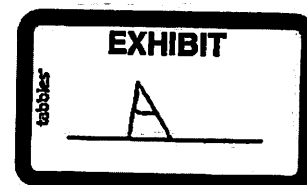
IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

K. HOVNANIAN FOREST LAKES, LLC	)	CASE NO. CV-2020-02-0740
	)	
Plaintiff,	)	JUDGE ALISON BREAUX
	)	
vs.	)	
	)	
AQUA OHIO, INC., <i>et al.</i>	)	<u>AFFIDAVIT OF KEITH E. NUTTER,</u>
	)	<u>P.E. IN SUPPORT OF DEFENDANTS'</u>
	)	<u>MOTION TO DISMISS</u>
Defendants,	)	

COUNTY OF STARK :  
                                      :SS.  
STATE OF OHIO :

Now comes Keith E. Nutter, P.E., who, having been duly sworn, states as follows:

1. I am older than eighteen (18) years of age, have personal knowledge of the facts set forth in this Affidavit, and am competent to testify thereto.
2. I have worked for Aqua Ohio, Inc. for approximately 33 years and am currently employed in the position of Area Manager, which includes the Stark Regional Division that is the subject of this lawsuit.
3. Aqua Ohio is a public utility that provides water supply services throughout the State of Ohio.
4. As a public utility, Aqua Ohio is regulated by the Public Utilities Commission of Ohio ("PUCO").
5. Jacob Flanary is employed by Aqua Ohio as Construction Coordinator and his job duties include providing services in the Stark Regional Division.
6. Aqua Ohio operates in the Stark Regional Division, pursuant to PUCO Tariff No. 1. A true and accurate copy of that Tariff is attached hereto as Exhibit A-1.
7. In accordance with that Tariff at Section 3-7 and the Ohio Administrative Code provisions referenced therein, Aqua Ohio retains discretion over the type and quality of material that it requires for main extensions during construction projects.



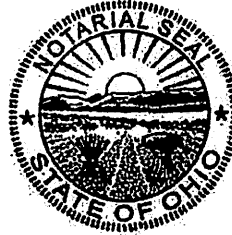
8. In accordance with that Tariff, Aqua Ohio has maintained in its Stark Regional Division Material Specifications for main extensions. Aqua Ohio's standard Material Specifications, for the type of project at issue in this lawsuit, require ductile iron pipe for main extension lines. A true and accurate copy of Aqua Ohio's Material Specifications are attached hereto as Exhibit A-2; those Specification were revised 02/20/17, but substantially the same Specifications were in effect long before requiring ductile iron as the standard pipe material.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Keith E. Nutter, P.E.

SWORN TO and subscribed before me by Keith E. Nutter, P.E. this March 2<sup>nd</sup>,  
2020.

  
\_\_\_\_\_  
Notary Public



KATHERINE M SHULTZ  
Notary Public, State of Ohio  
My Commission Expires 11-25-24

**AQUA OHIO, INC.**

**STARK REGIONAL DIVISION**

(Formerly Consumers Ohio Water Company-Stark Regional Division)

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

**EXHIBIT**

tabbler

A-1

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

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Issued: September 24, 2003

Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-VVV-UNC

Consumers Ohio Water Company  
Stark Regional Division

Section 1  
Original Sheet No. 1

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

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**SURSEDED TARIFFS**

No tariffs are cancelled by this original filing.

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Issued: September 24, 2003

Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

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Issued: December 30, 2019

Effective Date: January 1, 2020

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.  
In accordance with the Public Utilities Commission of Ohio



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

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Issued: December 30, 2019

Effective Date: January 1, 2020

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.  
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**P.U.C.O. TARIFF NO. 1**

<b>SUBJECT INDEX</b>			
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Issued: December 30, 2019

Effective Date: January 1, 2020

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.  
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**P.U.C.O. TARIFF NO. 1**

<u>Description</u>	<u>SUBJECT INDEX</u>			<u>Effective Date</u>
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In accordance with the Public Utilities Commission of Ohio

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

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Aqua Ohio, Inc.  
Stark Regional Division

Section 2  
Second Revised Sheet No.6  
Canceling First Revised Sheet No. 6  
**P.U.C.O. TARIFF NO. 1**

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**SUBJECT INDEX**

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

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EXPLANATION OF TERMS

ADJACENT BUILDINGS – A group of two or more buildings on the same lot or parcel of land not separated by any street, avenue, thoroughfare, alley or other public right of way, except where the customer owns and/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.

APPLICATIONS –

- (1) An application for the installation of a customer service line shall be in writing on forms prescribed by the Company and filed with and approved by the Public Utilities Commission of Ohio.
- (2) An application for water service may be made orally, but the Company reserves the right to require such application to be made in writing on forms prescribed by the Company and filed with and approved by the Public Utilities Commission of Ohio.

COMPANY – Consumers Ohio Water Company, Stark Regional Division

COST – The expenditure by the Company for labor, materials, engineering, supervision, motor vehicles and tools, and any other expenditures incidental thereto 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 – A person who has contracted (whether orally or in writing, or expressed or implied) for water service to be supplied to one premises.

DISTRIBUTION MAIN - A pipe that transports or distributes water from the supply system to the service line of a water customer.

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(s) to the consumption shown on the bill. The consumption shown on the bill may be from actual meter reading or may be estimated

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

EXPLANATION OF TERMS (continued)

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.

PLANT – All facilities necessary to furnish public water service and water for fire protection.

PREMISES – Premises means the physical property to be served. 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 business or profession is conducted by the resident. (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 which requires water service.
- (9) Each parcel or mobile home unit where the unit is not resting primarily on its wheels.

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

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EXPLANATION OF TERMS (continued)

- (10) Any building not otherwise defined as premises in any other definition of premises contained herein.

SERVICE CONNECTION – 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

SERVICE LINES –

- (1) The Company service line is the portion of the service line between the distribution main up to and including the curb stop or water outlet at or near the property line, right-of-way, or easement line maintained at the cost of the company.
- (2) The customer service line is the portion of the service line from the company's service line to the structure or premises which is supplied, installed, and maintained at the cost of the customer.

TAP-IN – The connecting of a Company service line to the distribution or collection main.

WATER SUPPLIED – All water which passes through the meters or sold to the customer in bulk.

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

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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 (3) days advance written notice thereof as provided for in the Ohio Administrative Code.
2. In the interest of public health, mains, service lines or other pipes may not be connected with any service line or piping which the Company knows or has good reason to believe is connected with any other sources of water supply, nor may said mains, service lines or other pipes be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals or any other matter which may flow back into said mains, service lines or other pipes and which may endanger or otherwise contaminate the water supply.
3. 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 the pressure, nor for any damage caused thereby, or by the bursting or breaking of any main or service line or any attachment to the mains and service lines or other facilities used by the Company. All damage to a customer's boilers or other equipment depending upon pressure in mains and service lines to keep them supplied with water shall be borne exclusively by the customer.
4. 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, but reserves the right to inspect said facilities to assure against possible damage and cross connections.
5. Water will not be furnished where pipes are inferior, the plumbing defective; or the faucets, water-closets or other fixtures leak or are imperfect. When such conditions are discovered, the supply of water may be cut off until repairs are made with no less than 14 days prior written notice by the Company.
6. The Company shall have the sole right to determine the size, type and location of meters; meter settings, valves, service lines and connections necessary to provide the service applied for. The Company will not supply water, or connect its system to any master meter servicing a residential development, commercial/ industrial complex, or other multi-premise development serving multiple buildings through a single service line except pursuant to Section 4905.31 of the Ohio Revised Code. Master meter arrangements with trailer parks, condominium type developments, commercial/industrial complexes, or other multi-unit/premise developments serving multiple buildings through a single service line entered into prior to 09/26/2008 are hereby grandfathered and this provision will be of no force or effect as to those grandfathered arrangements.
7. Exclusive operating control of all service lines from main to meter, and meters and meter installations shall at all times remain with the Company, and shall not be interfered with in any respect.
8. When a supply of water for building-construction purposes is applied for, such supply 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.

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

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GENERAL REGULATIONS GOVERNING SERVICE

9. The customer shall not, without Company consent, use water for any purpose or upon any premises not stated in the application for service.
10. Nothing within the Company's tariff shall take precedence over the rules set forth in Chapter 4901:1-15 of the Ohio Administrative Code, unless otherwise specifically ordered by the Commission pursuant to Rule 4901:1-15-02 of the Administrative Code.

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

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GENERAL REGULATIONS GOVERNING SERVICE (continued)

11. Disconnection Procedure:

A. Service may be refused or disconnected to any customer or refused to any applicant for service as stated in this paragraph. In any 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, curbstop, 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 which may in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system; or
  - (c) 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.
- 2) The customer must be given not less than twenty-four 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 service upon any premises not stated in the application or...
  - (b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the customer's premise shall first be attempted and, only if personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

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

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GENERAL REGULATIONS GOVERNING SERVICE (continued)

- 3) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:
- (a) For non-payment of any tarified 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 fourteen days after the due date;
  - (b) For any violation of, or failure to comply with, the regulations of the Company other than stated in Paragraph (A) (1) above;
  - (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 inspection; or
  - (e) For violation of Federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- B. 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 at the location of the account;
  - 3) Failure to pay any amount which, 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.
  - 5) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to the certification provisions as specified in Rule 4901:1-15-27 of the Ohio Administrative Code.

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

**GENERAL REGULATIONS GOVERNING SERVICE (continued)**

- C. 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.

Such employees at the premises may or may not be authorized to make extended payment arrangement at the discretion of the Company.

12. In any case in which two or more customers are supplied through one service line and the Company is entitled under Subsection 11, above, to discontinue service to any or all of them, the Company shall notify the property owner that he must do one of the following:
- a) Within 30 days, install separate outside shut-offs, in a location approved by the Company, for each of the meters so that the Company can discontinue service to only the offending customer(s);
  - b) Within 21 days, install a setting for a single meter, in a location approved by the Company, to service the property and request service be placed in his name;
  - c) Pay the outstanding bill on account of the offending customer(s) and put the account in his name going forward;
  - d) Provide access to Company personnel to the offending customer(s) meter or separate shut-off during normal business hours in order to assure service to the offending customer(s) can be disconnected.

In the event the property owner selects one of the above options and that option fails to work, the property owner may select one of the three remaining options in lieu of disconnection of service to the building.

The property owner shall notify the Company, within 7 days of receiving the above notification, of which option he is choosing. In the event the property owner does not comply with the above, at least 10 days notification will be given to both the property owner and tenants prior to discontinuing service to the property.

13. If a customer whose service has been disconnected for non-payment of bills or for violation of or failure to comply with regulations of the Company desires a reconnection, such reconnection may only be made after the customer:
- a) Has paid the full amount of arrears for which service was disconnected; or
  - b) Has made a deferred payment plan between the customer and the Company; and
  - c) Has paid a reconnection or turn-off fee as set forth on each Division's rate schedule included in Section 4 of this Tariff; and

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

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**GENERAL REGULATIONS GOVERNING SERVICE**

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- d) Has corrected any condition in violation of the regulations of the Company; and
- e) Has made or maintained a deposit in accordance with Section 3-4; paragraph 4 of this Tariff.
- f) 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.
- g) 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:
  - i. If reinstatement of service is requested the same day, the customer must notify the Company no later than twelve thirty p.m., and the customer must make payment in the Company's business office or provide proof of payment; and
  - ii. 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.

14 When a customer's meter cannot be read for a period exceeding three months for accounts read monthly after the latest prior reading, the Company may discontinue service to the customer upon giving a fourteen days written notice mailed to him of its intention to do so, unless the customer shall promptly make access to the meter possible during the Company's regular business hours on any day except Saturday, Sunday and holidays, and notify the Company thereof. If the customer notifies the Company that he can promptly make access to the meter possible only during a time and day other than during the Company's regular business hours, the Company shall make a charge for the actual cost of such meter reading service.

15 Any employee or agent of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself, provide proper Company photo identification, and shall state reason for his visit. The employee or agent shall in all cases direct himself to a person holding out himself or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force. The Company shall be responsible for any damage done by its employees when such damage results from willful misconduct and within the scope of employment.

16 Complaints with regard to the character of service furnished, or to the reading or registration of meters or to the bills rendered must be made to the Company's office, either orally or in writing, and a record of such complaint will be kept by the Company, giving the name and address of the complainant, the date, the nature of the complaint, and the action taken or decision made by the Company with respect to it. The Company shall investigate the complaint and report the results of such investigation to the customer within ten (10) business days of the receipt of the complaint. If the complainant is not satisfied with the results, the Company shall inform the customer of the Commission's P.I.C. telephone number and address.

17 The Company shall make a charge to a customer for emergency service calls on Saturday, Sunday and holidays and at other than the Company's regular business hours on all other days where the cause is the responsibility of such customer. The charge shall be sufficient to reimburse the Company for the expense in making the call.

18 The Company reserves the right at any time to alter, amend or add to the regulations of this tariff or to substitute other regulations, and all such alterations, amendments and additions will be filed and approved by the Public Utilities Commission of Ohio as provided by law.

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

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GENERAL REGULATIONS GOVERNING SERVICE

1. WATER CONSERVATION RESTRICTION REGULATIONS

- A) Conditions beyond the control of the Company may necessitate 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.
- B) The Company will notify the Emergency Coordinator of the Commission 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 Commission, a detailed description outlining the restrictions. The Commission may suspend the restrictions if the Commission finds the restrictions to be unreasonable or discriminatory.
- C) 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 such restrictions on water consumption as necessary to reserve a sufficient water supply for public fire protection and 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; and
  - 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.)
- D) 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, shall describe the procedures to be followed if the customer is found in violation again during the time of curtailment, and 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 desires a reconnection, such reconnection may only be made after the customer:

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

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GENERAL REGULATIONS GOVERNING SERVICE (continued)

- a) Has paid a regular business hours reconnection or turn-on fee as set forth in the Company's Tariff as approved by the Commission, 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; and
  - b) Has corrected any conditions, circumstances or practices in violation of the curtailment regulations of the Company.
- E. The curtailment of water usage shall not entitle the customer to a deduction in the amount of his/her water charges during the time of the curtailment.
- F. The Company shall provide notice to all of its customers prior to implementing the water usage restrictions.
- G. When the Company implements water usage restrictions, it shall file a report with the Commission every thirty days until the restrictions are discontinued stating the number of disconnections and the particular usage restriction violation causing the disconnection, and any other problems relating to the water usage restrictions.

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

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**BILLS AND PAYMENTS FOR SERVICES**

1. A customer is liable for the payment for all water and water service supplied to his premises.
2. All bills for charges due to the Company shall be paid to its office, or to any duly authorized agent of the Company.
3. Bills will be mailed or delivered to the customer at the address of the premises served, unless the customer shall, in writing, request that they shall be sent to some other address specified by him, but failure to receive a bill shall not relieve the customer from obligation to pay the same when due. Residential bills for water service become delinquent not less than fifteen (15) days after the billing date thereof. Non-residential bills for water service become delinquent not less than twenty-one (21) days after the billing date thereof. Water service may be shut off not less than fourteen (14) days after the Company mails a disconnection notice informing the customer of the delinquent bill. All bills shall be mailed no later than the billing date as required by Rule 4901:1-15-24(A), OAC.
4. 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 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 on discontinuance of service) will be rendered 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. 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 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. If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty days or on the next bill. 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 inaccuracy is caused by the customer.

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

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9. 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, save and except public parks, public playgrounds, educational buildings and facilities, boulevards, and open spaces being furnished water service solely for lawn sprinkling or other irrigation purposes, shall, however, remain subject to continuous year-round charges at tariff rates.
  
10. 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 old customer or otherwise, the Company shall make a final 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 said final bill. Service to the premises will not be restored until application is 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 whose name the service is in vacates the premises
  
11. 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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**P.U.C.O. TARIFF NO. 1**

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CONTRACTS FOR WATER SERVICE

1. All applications for service, written or oral, must state the uses to which the water is to be applied. A separate application is required for each meter. Also, a separate application is required for each service line for private fire protection service. Upon the commencement of service by the Company, the customer becomes obligated to pay for the water service furnished, and 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.
2. When a change of occupancy occurs in any premises receiving water service, an application by the new occupant must be made to the Company. Each person accepting water service from the Company without making proper application therefore shall be deemed to be a customer for the purpose of all applicable tariffs of the Company. However, the Company may terminate such person's service, upon fourteen (14) days notice, until proper application is made.
3. When the Company becomes aware that there has been a change of occupancy at a premises, the Company will promptly thereafter read the 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.
4. When an application for water service is made, or when the Company deems it necessary, the Company has the right, subject to the provisions of the Public Utilities Commission of Ohio Code of Rules and Regulations 4901:1-17 to require a cash deposit to secure the payment of bills.
5. If a customer whose service has been disconnected for nonpayment of one or more bills for water service or for violation of or failure to comply with the regulations of the Company desires a reconnection, it may be made pursuant to the Ohio Administrative Code Rule 4901:1-15-28.
6. In the case of temporary service the Company shall require a deposit pursuant to Ohio Administrative Code Rule 4901:1-17 and Ohio Revised Code Section 4933.17, if applicable. In addition to that deposit, the Company may charge the customer the actual reasonable cost of labor and material, including the meter, which is required to make the 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, a refund shall be made if the amount charged exceeds the actual cost of such labor as discussed above.

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

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SERVICE LINES

1. 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.
2. 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 3-7 of this Master Tariff, entitled "Extension of Mains".
3. A Company service line may not be used to supply more than one premises, except as provided in paragraph 3, Section 3-6 of this tariff.
4. Customer service lines shall be installed to provide for inside meter settings, except in special cases where the Company has approved outside meter settings.
5. 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.
6. Curb stops or valves in the Company's service lines are for the exclusive use and under the exclusive control of the Company.
7. The customer shall at his 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 fourteen (14) days written notice of disconnection. Within such time, the customer must make repairs. However, if the leak in the customer service line, in the opinion of the Company, is considered an emergency, no notice of disconnection shall be required.
8. If a Company service line is to be installed where any portion of the line must pass through property not owned by an applicant, the applicant must assume full responsibility for acquiring the right to pass through such property.
9. When the installation of a customer service line has been completed, the customer shall leave the service line turned off.
10. 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 ¾ inch nominal size and shall be either "Type K" copper tubing or other Company-approved water pipe.

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

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SERVICE LINES (continued)

11. The customer service line may be laid in a separate trench or 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. The Company service line may be installed at the expense of the applicant. No installation of a Company 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 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 applicant. 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.
13. The Company service line shall be operated and maintained by the Company.

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

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METERED SERVICE

1. A meter will be installed by the Company after the customer service line and plumbing have been made ready for such installation by the customer. 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.
2. Meters so installed shall remain the Company's property and shall not be moved or tampered with in any manner.
3. Each service line must be separately metered and no meter may be used to serve more than one premises, except in the instance when a special arrangement shall be entered into by the Company with an applicant 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 a mobile home or 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 meters to two or more residential or professional or business units, or combination thereof, per meter. The billing for water service shall be made to the applicant for service or his heirs, successors, or assigns, who 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 billing shall be made with respect to each meter through which water service is provided pursuant to 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 cross section area with the cross section area of the 5/8" meter, which is the size of meter most typically installed on a service line which serves a single family dwelling or single professional or business office. Such relationship is as follows:

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

**METERED SERVICE** (continued)

5/8"	Meter =	1	Customer Equivalent
3/4"	Meter =	1.43	Customer Equivalents
1"	Meter =	2.55	Customer Equivalents
1-1/2"	Meter =	5.75	Customer Equivalents
2"	Meter =	10.20	Customer Equivalents
3"	Meter =	23.02	Customer Equivalents
4"	Meter =	40.93	Customer Equivalents
6"	Meter =	92.16	Customer Equivalents

To determine the amount of any periodic billing for water service pursuant to 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.

4. The Company shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. The Company must read each customer's meter at least once per year. The reader of a generator-type remote meter device does not satisfy the requirement.
5. All meters placed in buildings shall be located in the basement, or if there is no basement, then in 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.
6. 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 and near the meter. A suitable check valve shall be provided between the meter and the 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.
7. 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.

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In accordance with the Public Utilities Commission of Ohio  
Order Dated September 10,2008 for Case No. 08-841-WW-ATA

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

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METERED SERVICE (continued)

8. 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, or negligence or purposeful act of the customer shall be paid by the customer. Costs for removing, testing, repairing and reinstalling a meter damaged by freezing, hot water or negligence or purposeful act of the customer shall be paid by the customer.
9. The Company reserves the right to remove and test any meter at any time, and substitute another meter in its place. In 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 10, Section 3-6 of this Master Tariff. In the event that the meter so tested is found to have an error in registration greater than the limits set forth in Item 9c) below the fee advanced will be refunded within thirty (30) days, and the bill shall be corrected accordingly. 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 and shall be adequate in the size and design for the type of service which they measure and shall be accurate in accordance with AWWA 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 AWWA Manual M6.
  - c) Displacement meters shall be tested at each of the rates of flow stated above for the various size meters. 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 1-1/2% 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 1-1/2% 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.
10. If any customer requests a meter test the company will perform an on site or bench meter test once every three years without charge. The meter test shall be performed within thirty 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 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 Section 3-6 item 9. If a customer requests additional meter tests within a three year period the charge for the test shall be \$10.00 for meters up to and including 3/4" in size, at actual cost to the Company for all meters over 3/4" in size. All charges will be paid in advance. If the meter fails to meet the specifications, the advanced charge will be refunded within thirty (30) days.
11. If the Company finds that as a result of the customer's willful act a meter seal has been broken, or any bypass inserted, or there is other evidence that the meter has been tampered with, the water may be shut off.

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

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METERED SERVICE (continued)

Reconnection will not occur until the following has been paid by the customer:

- 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, the Company shall not back bill for a period exceeding three months, or one quarter.
- 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 inaccuracy is caused by the customer.

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

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EXTENSION OF MAINS

The Company shall extend mains and provide related facilities to serve new customers in accordance with the Ohio Administrative Code ("O.A.C.") Rule 4901:1-15-30 (Main Extensions and Related Facilities) and O.A.C. Rule 4901:1-15-31 (Subsequent Connections, Service Connections and Tap-Ins), adopted by the Public Utilities Commission of Ohio, as amended from time to time, except as set forth in this Tariff. In addition to O.A.C. Rule 4901:1-15-30-(H), which would otherwise require an Applicant for a main extension to advance the Company the estimated cost of the main extension, related facilities, and in some cases the tax impact, prior to commencement of construction; the Company may require the Applicant to construct the main extension with its own resources in accordance with requirements of the Company and contribute the main extension to the Company in accordance with the terms and conditions of a main extension agreement. All main extensions and subsequent connections to main extensions shall be made pursuant to written contracts. If the Company requires the Applicant to construct, or otherwise fund the construction of, the main and contribute the main to the Company, the Applicant shall be entitled to a refund, as set forth in the main extension agreement, from each Subsequent Applicant that taps into the main extension constructed/funded by the Applicant for that portion of the main extension that will make water service available to property abutting the main extension that is not owned by the Applicant.

Subsequent Applicant Fee

Notwithstanding any provisions of the Ohio Administrative Code Rules regarding subsequent connections found in section 4901:1-15-31 of the Ohio Administrative Code, whenever the owner of any lot abutting a main extension constructed pursuant to a main extension agreement who is not a party to that main extension agreement between the original Applicant and the Company, (hereinafter "Subsequent Applicant"), requests to tap the main extension either for a service tap or to extend another main perpendicular to the existing main at any point other than the existing main's terminus, the Subsequent Applicant shall pay a Subsequent Applicant Fee calculated either in accordance with the Per Foot Frontage Method set forth in Section 4901:1-15-31 of the Ohio Administrative Code or in accordance with the Per Lot Connection Method set forth below. The original Applicant shall determine whether the Subsequent Applicant Fee shall be calculated pursuant to the Per Foot Frontage Method or the Per Lot Connection Method in the original Applicant's main extension agreement. Once the original Applicant determines the Method for calculating the Subsequent Applicant Fee, that Method shall be applicable to all Subsequent Applicants to that water main extension. Each Subsequent Applicant shall pay the Subsequent Applicant Fee to the Company at the time of making application for service. The Company shall collect the Subsequent Applicant Fee from the Subsequent Applicant and shall distribute the Subsequent Applicant Fee to the Applicant as it is collected by the Company. The Company shall not charge original Applicant or Subsequent Applicants for collecting the Subsequent Applicant Fee and forwarding to original Applicant.

Per Lot Connection Method

If the Applicant elects to establish the Subsequent Applicant Fee pursuant to the Per Lot Connection Method in the main extension agreement, then the Subsequent Applicant Fee shall be computed by taking the Applicant's total cost of said main and dividing such costs by the total number of actual and potential lots

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

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capable of receiving service from the main, but not including any lots for which water service has been or may become available from an existing main of the system.

Service Tap Fee

Prior to receiving water service, each Applicant for service shall pay to the Company a Service Tap Fee. The Service Tap Fee shall consist of the Subsequent Applicant Fee, if applicable, and the Related Facilities Fee. Related facility fees shall not be applicable to an existing premise (e.g. duplex) wherein an additional service line is to be installed for the purpose of separate metering and the character (service type and usage) of the total service to the premise is relatively unchanged.

Related Facilities Fee

The Related Facilities Fee shall be the Net Rate Base divided by the number of five eights 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 Related Facilities Fee shall be calculated on an annual basis.

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

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**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, make 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 (3) years (*36 months*) up to ten (10) 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 Administrative Code 4901:1-15-30, 4901:1-15-31, 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, and any required related facilities charges. "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 (8%) per annum.

Customer payments under the financing plan will be subject to a late payment fee of five percent (5%) 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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**P.U.C.O. TARIFF NO. 1**

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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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In accordance with the Public Utilities Commission of Ohio  
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**P.U.C.O. TARIFF NO. 1**

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

**Credit Disclosure Form**

<b>Annual Percentage Rate</b>	<b>Finance Charge</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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 as 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:

<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments Are Due</b>
		<b>Due at same time as water bill.</b>

**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 (5%) of the payment amount if it is 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. However, you will not be entitled to any refund of the finance charge assessed for the period before the date of payoff.

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

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

**TREATMENT PLANT COMPONENT  
 ON CAPITAL INVESTMENT FEE**

[1(a)]

Threshold determination = Plant's maximum demand ÷  
 Plant's OEPA capacity = More than 85% (nominally)

[1(a)] Treatment plant component of capital investment fee allocable to the applicant	=	[1(a)(v) and 1(d)] Cross section area of applicant's <u>meter capped                  at 2"</u> Cross section area of a 5/8" meter	x	[1(a)(iv)] Cost per customer equivalent = Attributable to future customers	=	[1(a)(iv)] 15% of depreciated book cost of existing plant + cost of <u>planned plant addition</u> calculated no. of customer equivalents attributable to future customers	=	[1(a)(iii)] 15% of plant's existing rated capacity in MGD + plant's planned <u>additional                  rated capacity</u> GPD of consumption of one customer equivalent	=	[1(a)] Plant's maximum <u>demand</u> = Total number of customer equivalents	=	[1(a)(i)] Total cross section areas of all meters in the <u>system</u> Cross section area of a 5/8" meter
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P.U.C.O. TARIFF NO. 1

STORAGE FACILITIES COMPONENT  
 ON CAPITAL INVESTMENT FEE

[1(b)]

Threshold determination = Average daily demand  
 during 12 preceding months in GPD exceeds  
 existing effective storage capacity in gallons

[1(b)] Storage facilities component of capital investment fee allocable to the applicant	=	[1(b)(iii) and 1(d)] Cross section area of applicant's <u>meter capped at 2"</u> Cross section area of a 5/8" meter	x	[1(b)(ii)] Cost per customer equivalent attributable to future customers	=	[1(b)(ii)] Estimated cost of planned additional storage for 10 years No. of customer equivalents served by additional storage	=	[1(b)(i)] Effective planned additional storage in gallons GPD demand per customer equivalent	=	[1(b)(ii)] Average daily demand in gallons Total number of customer equivalents	=	[1(b)(ii) and 1(a)(i)] Total cross section areas of all meters in the system Cross section area of a 5/8" meter
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P.U.C.O. TARIFF NO. 1

TRANSMISSION LINES COMPONENT  
 ON CAPITAL INVESTMENT FEE

[(c)] Transmission lines component of capital investment fee allocable to the applicant	=	[(c)(iv) and 1(d)] Cross section area of applicant's <u>meter</u> <u>capped at 2"</u> Cross section area of a 5/8" meter	x	[(c)(iv)] Cost per customer equivalent attributable to future customers	=	[(c)(iii)] Current cost differential per foot between an 8" and a 12" <u>main</u> Per customer 12" main lineal equivalency	=	[(c)(ii)] 12" main lineal <u>equivalency</u> Total no. of customer equivalents	=	[(c)(i) and 1(a)(1)] Total no. of lineal feet of mains over 8" in the system on the basis of the assumption that all had a capacity of a <u>12" main</u>	=	Total cross section areas of all meters <u>in the system</u> Cross section area of a 5/8" meter
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Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
 In accordance with the Public Utilities Commission of Ohio  
 Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

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

**Terms and Conditions**

Consumers Ohio Water Company will offer a financing plan to individual homeowner customers who, upon request, make 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 (3) years (*36 months*) up to ten (10) 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 Administrative Code 4901:1-15-30, 4901:1-15-31, 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, and any required related facilities charges. "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 (8%) per annum.

Customer payments under the financing plan will be subject to a late payment fee of five percent (5%) 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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Issued: September 24, 2003

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Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

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**Agreement of Customer**

Customer elects to utilize the financing for connection-related costs offered by Consumers Ohio Water Company 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*). Consumers Ohio Water Company 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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Issued: September 24, 2003

Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

Consumers Ohio Water Company  
 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 as 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 Payments Are Due
		<b>Due at same time as water bill.</b>

**Insurance**

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided by Consumers Ohio Water Company, Creditor.

**Late Charge**

You will be charged a late payment fee of five percent (5%) of the payment amount if it is 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. However, you will not be entitled to any refund of the finance charge assessed for the period before the date of payoff.

Issued: September 24, 2003

Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
 In accordance with the Public Utilities Commission of Ohio  
 Order Dated September 18, 2003 for Case No. 02-1082-VV-UNC

Consumers Ohio Water Company  
Stark Regional Division

Section 3-7  
Original Sheet No. 13

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

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Consumers Ohio Water Company  
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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Issued: September 24, 2003

Effective: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

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**PRIVATE FIRE PROTECTION SERVICE**

1. Private fire protection service shall be all fire protection service furnished by the Company, other than public fire protection service. Private fire protection service includes, but is not necessarily limited to, water service to a customer's fire protection facilities such as sprinkler systems and/or fire hose connections in buildings and structures and fire hydrants other than those which qualify as public fire hydrants within the definition of public fire protection service and are operated and maintained by the Company.
2. Where a customer desires both regular water service and water service to a fire protection facilities on his premises which require 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 regular water service, the fire protection service shall be supplied only through a separate service line.
3. An application for private fire protection service will be accepted subject to the condition that there shall exist, adjacent to the premises to be served, a supply of water sufficient 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.
4. 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.
5. A customer applying 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 customer's premises, and the Company shall determine whether or not such service requires metering. 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. However, unusual circumstances may exist at the time the application is made, or may develop in the future, whereby it may be necessary to meter such service. The Company, therefore, reserves the right, at any time, to install a meter or flow-detecting device of a type acceptable to and approved by the Ohio Insurance Service Office. The cost of such meter or flow-detecting device, and of the installation thereof, shall be paid by the customer.

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Issued: September 24, 2003

Effective: September 24, 2003

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In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC

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

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**PUBLIC FIRE PROTECTION SERVICE**

1. Public fire protection service is water service to fire hydrants which are operated and maintained by the Company.
2. Public fire hydrants shall be installed on all mains of sufficient size hereafter constructed at spacing which shall be in conformance with reasonable utility engineering practices.
3. No person, except the Company's superintendent or other person authorized by the Company, shall take water from any public fire hydrant, except for the purpose of combating fires. Should any public authority desire to use any hydrant for any other purpose, arrangements must be made subject to the Company's approval for such use.
4. Once a fire hydrant has been installed and if thereafter any person requests a change of its location for any reason, the entire cost of relocation shall be paid by the person requesting the change.

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Issued: September 24, 2003

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Issued by Walter J. Pishkur, President, Consumers Ohio Water Company  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No. 02-1082-WW-UNC



**STARK REGIONAL DIVISION  
P.U.C.O. TARIFF NO. 1**

Former Applegrove Water Company Customers located in the City of North Canton see Section 4 Sheets 4 and 5  
DIVISION A – MEASURED OR METERED SERVICE RATE SCHEDULE

CUSTOMER CHARGE PER MONTH

<u>Meter Size</u>	<u>Per Month</u>
Customer Charge for a 5/8" x 3/4" meter.....	\$13.88
Customer Charge for a 3/4" meter.....	15.23
Customer Charge for a 1" meter.....	19.41
Customer Charge for a 1-1/2" meter .....	24.94
Customer Charge for a 2" meter.....	40.21
Customer Charge for a 3" meter.....	152.46
Customer Charge for a 4" meter.....	193.98
Customer Charge for a 6" meter.....	291.06

The customer charge is applicable to all customers regardless of consumption.

VOLUMETRIC RATES

	<u>Per 100 Cu. Ft.</u>
For the first 5,000 cu. ft., or any part thereof per month .....	\$5.13
For the next 10,000 cu. ft. per month .....	4.01
For all over 15,000 cu. ft. per month.....	2.25

**ACCOUNT ACTIVATION FEE**

An account activation charge of Thirty-Five dollars (\$35.00) will be charged for a service connection during the Company's regular business hours.

**LATE PAYMENT FEE**

The customer will be charged a later payment fee of 5%, if bill payment is paid after the past due date as specified on the customer bill.

**DISHONORED PAYMENTS**

When a payment for service is returned from by the financial institution unpaid, a charge of twenty dollars (\$20.00) will be assessed to cover the cost of processing this transaction, provided the payment is properly process 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. 4, Item 12(c), and Section 3-6, Original Sheet No. 4, Item 10 (a) are:

Reconnection Fee during regular business hours.....	\$55.00
Reconnection Fee other than during regular business hours .....	\$170.00

Issued: December 30, 2019

Effective Date: January 1, 2020

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc. Rates fixed by Ordinance 135-2018 of the City of Massillon, Ohio; and Agreements with the City of Green, Ohio, the Village of the Hills and Dales, and the Board of County Commissioners in Stark and Summit Counties, Ohio.

**STARK REGIONAL DIVISION  
P.U.C.O. TARIFF NO. 1**

Former Applegrove Water Company Customers located in the City of North Canton see Section 4 Sheets 4 and 5  
DIVISION B – PRIVATE FIRE PROTECTION RATE SCHEDULE

HOSE CONNECTION AND HYDRANTS

	<u>Per Month</u>
1-1/4" hose connection .....	\$15.14
1-1/2" hose connection .....	18.95
2" hose connection .....	23.71
2-1/2" hose connection .....	27.49
Private Fire Hydrants.....	57.55

AUTOMATIC SPRINKLERS

<u>Size of Connection</u>	<u>Floor Space</u>	<u>Per Month</u>
2" .....	5,000 sq. ft. or less .....	\$47.14
4" .....	10,000 sq. ft. or less .....	70.86
6" .....	20,000 sq. ft. or less .....	99.16
Additional Floor Space	Per 1,000 sq. ft.	2.77

**LATE PAYMENT FEE**

The customer will be charge a later payment fee of 5%, if bill payment is paid after the past due date as specified on the customer bill.

DIVISION C – PUBLIC FIRE PROTECTION SERVICE RATE SCHEDULE

Any and all charges for the operation and maintenance of all public hydrants nor or hereafter installed and to be used for fire protection purposes only are provided for and included in Division A—Measured or Metered Service Rate Schedule.

**STARK REGIONAL DIVISION  
P.U.C.O. TARIFF NO. 1**

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Former Applegrove Water Company Customers located in the City of North Canton see Section 4 Sheets 4 and 5  
DIVISION D – BULK WATER RATES

For sales of bulk water at Company-designated connections, a customer shall pay Fourteen Dollars and twenty cents (\$14.20) per one thousand (1,000) gallons delivered. In addition, the customer shall pay a bulk water permit fee based upon the Company's costs incurred for bulk water connection and metering accommodations.

DIVISION E – CUSTOMER IMPACT FEE

Beginning July 1, 2000, prior to any new-service connection to a water line operated by the Company, the customer shall pay a customer impact fee as follows:

<u>Meter Size</u>	<u>Impact Fee</u>
5/8" x 3/4" .....	\$1,200.00
1" .....	3,060.00
1-1/2" .....	6,900.00
2" and Larger .....	12,240.00

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Issued: December 30, 2019

Effective Date: January 1, 2020

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc. Rates fixed by Ordinance 135-2018 of the City of Massillon, Ohio; and Agreements with the City of Green, Ohio, the Village of the Hills and Dales, and the Board of County Commissioners in Stark and Summit Counties, Ohio.

STARK REGIONAL DIVISION  
P.U.C.O.TARIFF NO. 1

Former Applegrove Water Company Customers located in the City of North Canton  
DIVISION A - MEASURED OR METERED SERVICE RATE SCHEDULE

CUSTOMER CHARGE PER QUARTER

<u>Meter Size</u>	<u>Per Month</u>
Customer Charge for a 5/8" x 3/4" meter .....	\$8.69
Customer Charge for a 3/4" meter .....	11.79
Customer Charge for a 1" meter .....	19.69
Customer Charge for a 1-1/2" meter .....	42.25
Customer Charge for a 2" meter .....	73.83

The customer charge is applicable to all customers regardless of consumption.

VOLUMETRIC RATES

	<u>Per Gallon</u>
For all gallons, per month .....	\$0.001079

**SWIMMING POOL**

Charge for swimming pool service is a flat rate of \$79.55 per year.

The customer will be charged a late payment fee of 5 %, if bill payment is paid after the past due date as specified on the customer bill.

**DISHONORED PAYMENTS**

When a payment for service is returned by the financial institution unpaid, a charge of three dollars (\$3.00) 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

ISSUED: September 24, 2003

EFFECTIVE: September 24,2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company.  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18,2003 for Case No.02-1082-WW-UNC

Consumers Ohio Water Company

Section 4  
Original Sheet No. 5

STARK REGIONAL DIVISION  
P.U.C.O.TARIFF NO. 1

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Former Applegrove Water Company Customers located in the City of North Canton

RECONNECTION FEE:

Reconnection fee is \$10.00 for each reconnection.

If a customer whose service has been disconnected for violation of a restriction desires a reconnection, such reconnection may only be made after the customer:

- a) has paid a reconnection fee of ten dollars (\$10.00) 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; and
- b) has corrected any conditions, circumstances or practices in violation of the usage restrictions.

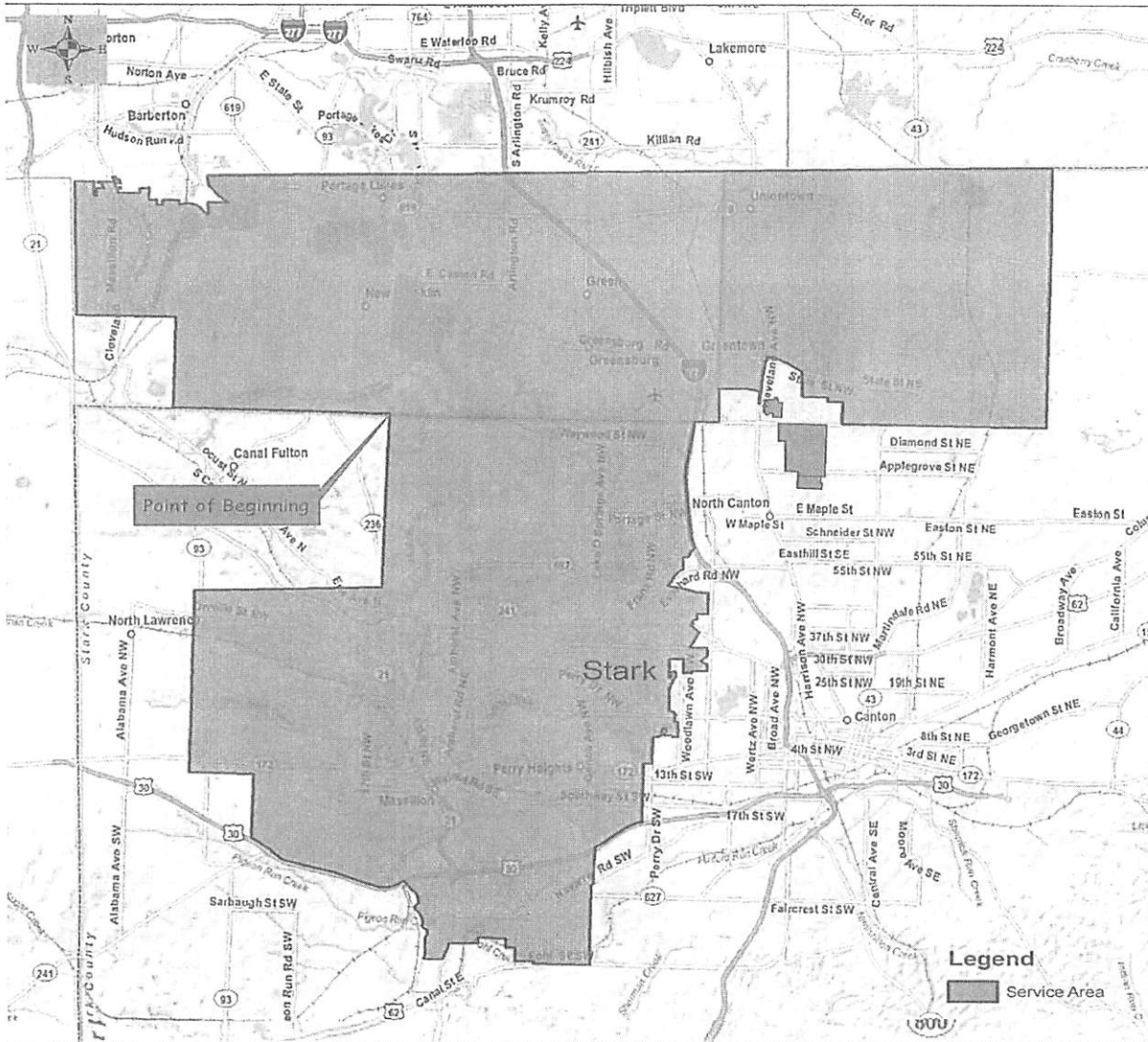
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ISSUED: September 24, 2003

EFFECTIVE: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company.  
In accordance with the Public Utilities Commission of Ohio  
Order Dated September 18, 2003 for Case No.02-1082-WW-UNC

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



Issued: October 20, 2011

Effective: October 20, 2011

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.  
In accordance with the Public Utilities Commission of Ohio  
Order dated October 12, 2011 for Case No. 11-4674-WW-AAC

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

CONSUMERS OHIO WATER COMPANY  
SUBSEQUENT CONNECTION  
**WATER SERVICE APPLICATION AND AGREEMENT**

DIVISION \_\_\_\_\_ DATE \_\_\_\_\_ METER NUMBER **SC 13704**

APPLICATION FOR SERVICE \_\_\_\_\_ NAME OF PARTY TO BE BILLED \_\_\_\_\_

ADDRESS \_\_\_\_\_ METER ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_ CITY, STATE AND ZIP CODE \_\_\_\_\_

LOT NO. \_\_\_\_\_ ALLOTMENT \_\_\_\_\_

SERVICE ADDRESS ...

LOCUS	SECTION	MAP	BLK	LOT	ROW	COURT	REAR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REFLECT % SPLIT \_\_\_\_\_

SUBSEQUENT CONNECTION  
FOR 4001 FRONTAGE CHARGE \$ \_\_\_\_\_

RELATED FACILITIES CONTRIBUTION \$ \_\_\_\_\_

I request Consumers Ohio Water Company to install a \_\_\_\_\_ (2) meter for the above stated premises.

(The Applicant agrees to pay service bills promptly as rendered and to observe the "Water Service Regulations" of the Company. HOWEVER, SIGNING OF THIS FORM BY A CUSTOMER FOR WATER SERVICE SHALL IN NO CASE BE DEEMED TO CONSTITUTE A WAIVER BY THE CUSTOMER OF ANY RIGHTS OR PRIVILEGES GRANTED OR GUARANTEED TO HIM BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

In the event that the Applicant for water service shall be entitled to refund pursuant to the Water Company's tariff and the regulations of the Public Utilities Commission of Ohio, such refund shall be made by check payable to the Applicant and mailed to the address set forth in this application. This Applicant hereby agrees Applicant shall be responsible for the return of such portion of payment in which Applicant shall in the future transfer and convey title in the real property herein the interest of the Applicant set forth in this Application and the Water Company shall be entitled to make such payment thereafter to such person or persons upon application being made for water service by such person or persons. Notwithstanding the Water Company shall have no further obligation to make payment of any such refunds to the Applicant. Applicant hereby acknowledges receipt from the Consumers Ohio Water Company a copy of the currently effective Ohio Administrative Code sections of the P.U.C.O. ruling which set forth the conditions and subsequent connections, and by its:

INCORPORATED BY \_\_\_\_\_

CHECK APPROPRIATE BLOCKS

<input type="checkbox"/> SINGLE RESIDENCE	<input type="checkbox"/> LONG SIDE	<input type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> DOUBLE RESIDENCE	<input type="checkbox"/> ON FRONT SIDE	<input type="checkbox"/> COPPER HORN ISSUED
<input type="checkbox"/> APARTMENT	<input type="checkbox"/> CURB CONNECTION	<input type="checkbox"/> WINTER CHARGE
<input type="checkbox"/> COMMERCIAL	<input type="checkbox"/> INSPECTED	<input type="checkbox"/> OTHER

STREET OR HIGHWAY PERMIT RECEIVED

<input type="checkbox"/> CITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> COUNTY	<input type="checkbox"/> STATE
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DATE OF METER SETTING \_\_\_\_\_ MAKE \_\_\_\_\_ NO. \_\_\_\_\_

REMARKS: \_\_\_\_\_

Pink File    White Distribution    Manila Distribution

ISSUED: September 24, 2003

EFFECTIVE: September 24, 2003

Issued by Walter J. Pishkur, President, Consumers Ohio Water Company.  
In accordance with the Public Utilities of Ohio  
Order Dated September 18, 2003 for Case No.02-1082-WW-UNC

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

Sample Bill Format



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

Account Number  
**001234567 1234567**  
LAKE ERIE WEST  
1230150 PWSID # OH4301511

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

Tel: **877.987.2782**  
Fax: **877.780.8292**  
e Mail: [custserv@aquamerica.com](mailto:custserv@aquamerica.com)

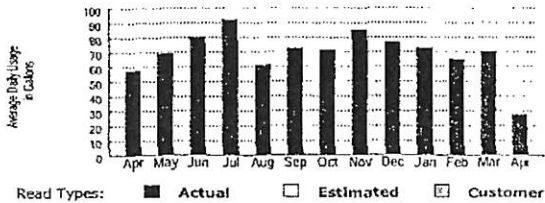
Questions about your water service?... Contact us before the due date.  
Bill Date: **April 15, 2011** Total Amount Due: **\$ 13.70** Current Charges Due Date: **May 09, 2011**

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
			04/08/11		Actual	0		
Old Meter	68285772	5/8	04/08/11	30	Actual	92400	300	Gallons
			03/07/11		Actual	92100		
*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



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**

1061497

Amount Enclosed  
\$

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

Jim Smith  
0123 Rogers Ave  
Mentor, OH 44060

Issued: December 16, 2011

Effective: December 16, 2011

Issued by Edmund P. Kolodziej, Jr., President, Aqua Ohio, Inc.  
In accordance with the Public Utilities Commission of Ohio  
Order Dated December 14, 2011 for Case No. 11-5759-WW-ATA



## Important Customer Information

Toll Free: 877.WTR.AQUA or 877.987.2782

Fax: 866-780-8292

[www.aquaamerica.com](http://www.aquaamerica.com)

We welcome the opportunity to work with you and will do our best to answer your questions. If your complaint is not resolved after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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

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

### **EXPLANATION OF TERMS**

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

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

**Customer Read:** Meter reading obtained from our customer.

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

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

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

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

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

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

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

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

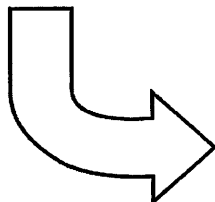
**In Person:** Pay in person (with cash or check) at convenient Western Union locations throughout Aqua Ohio's service territory. Payments are credited to your account the same day or the next business day if you make payments on a weekend or holiday. Please call us or visit <https://www.aquaamerica.com/Documents/OH.pdf>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

**Aqua Online:** For us, being green comes naturally. That's why we're happy to introduce Aqua Online. Now you can enjoy the convenience of paperless billing while helping us take care of the environment. Visit [www.aquaamerica.com/aquaonline](http://www.aquaamerica.com/aquaonline) today to make the switch!

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

**Return Payment Charge:** If for any reason your payment is returned to us from the bank, we will add a service charge to your account.  
Please tear along the fold and return this portion with your payment.

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



**Save a stamp.**  
**Sign up for ebilling today!**  
[www.aquaamerica.com/aquaonline](http://www.aquaamerica.com/aquaonline)

**Aqua OH**

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



### **Notification of Customer Rights**

Our office representatives are available to assist you with any questions you may have about your service. Each Customer inquiry is handled in a responsible manner with attention and care. Every effort is made to provide you with a prompt response to your inquiry. If you are not satisfied with your situation please contact the Customer Service Center at 1-877-987-2782, Monday to Friday, 7:30 a.m. to 5:00 p.m. You may also contact Aqua Ohio Water Company (Aqua Ohio) in writing at the following address: Aqua Ohio, 762 West Lancaster Ave., Bryn Mawr Pennsylvania, 19010.

If your complaint is not resolved, after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

The PUCO has adopted a comprehensive set of standards for water and sewer disposal system companies. A copy of these standards is available by contacting Aqua Ohio or the PUCO. A copy of Aqua Ohio's rates and tariff provisions are available for review upon request at our offices or from the PUCO.

The Customer has a right to see a proper Company photo identification and to know the reason(s) for the visit whenever a Company employee(s) or agent(s) seek access to the Customer's premises.

### **ARRANGING FOR SERVICE**

#### **Establishing Credit**

The Company will establish a residential Customer's credit worthiness, as set forth in chapter 4901:1-17 of the Ohio Administrative Code.

Aqua Ohio will require, in accordance with PUCO rules, new Customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if: a) the Customer owns the property being served or other real estate in the

service territory; or b) the Customer demonstrates that he/she is a satisfactory credit risk; or c) the Customer has a history of timely paying the bills of a similar utility; or d) the Customer provides a guarantor; or e) the Customer provides a security deposit.

### **Deposits**

Deposits may be required from any Customer in an amount not to exceed one twelfth (1/12) of the estimated charge for all service for the ensuing twelve (12) months, plus 30 percent of the monthly estimated charge.

After discontinuing service, Aqua Ohio will promptly apply of the Customer's deposit, including accrued interest to the final bill. A transfer of service from one location to another within the service area does not prompt a refund of the deposit. The deposit will be refunded if the Customer has: 1) paid his/her bills for service for twelve (12) consecutive months without having had a service disconnection for nonpayment; 2) not had more than two occasions on which his/her bill was not paid by the due date; and 3) not been delinquent in the payment of his/her bills. Aqua Ohio will promptly return a Customer's deposit, plus any accrued interest, upon the Customer's request at any time the Customer's credit has been otherwise established, or reestablished.

### **YOUR RESPONSIBILITIES AND OURS**

The Customer will install, if not already installed, and maintain at his/her own expense all customer service lines in the premises, and the Company shall own and maintain at its expense all mains and other facilities used in rendering service.

### **PAYMENT OF BILLS**

All bills for water and/or sewer service are due and payable at the time specified on the bill. If your bill is not paid within 20 days after the bill was rendered, the Customer will be charged a late payment charge of five (5%) percent of the bill amount. The late payment charge will be based on current charges only. If payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of \$17.25 will be assessed to cover the cost of processing. Failure to pay will render the Customer subject to discontinuance of service.

### **DISCONNECTING YOUR SERVICE**

We may disconnect your service without your request and without prior notice only for the following reasons:

1. For tampering with any main, 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, to any lines or pipes carrying or which are in a position to carry, clean waters, other nonsewage wastes, or unacceptable sewage; or
3. For any other violation of, or failure to comply with, the Company's tariff provisions, which may, in the opinion of the Company or any public authority, create an emergency situation.

We may disconnect your service after at least twenty-four (24) hours prior written notice for any of the following reasons:

- (a) For use of water and/or sewer service not stated in your application for service, or for the use of service upon any premises not stated in such application; or
- (b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the customer's premise shall first be attempted and, only if personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

We may disconnect your service upon 15 days written notice 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 Company's tariff other than for those reasons where no notice is required;
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.

Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health. You must have a form, which can be obtained from the Company, signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician stating

that a special danger exists to the health of the customer or permanent resident of the household.

If service has been disconnected prior to receipt of the medical certification, service shall be restored upon receipt of the medical certification form.

The medical certification shall prohibit the disconnection for thirty (30) days. Certification may be renewed two additional times (thirty days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician. The total certification period is not to exceed ninety days in any 12 month period.

#### RECONNECTION OF SERVICE

The Company may require a customer to make a deposit or an additional deposit on an account, as set forth in Chapter 4901:1-17 of the Ohio Administrative Code, to reestablish creditworthiness. The customer may also reestablish creditworthiness by providing a guarantor, as set forth in Rule 4901:1-15-28 and Chapter 4901:1-17 of the Ohio Administrative Code. If service has been discontinued, there will be a service reconnection charge of \$61.00.

When water and/or sewer service to a premises has been terminated for any reason, other than for temporary vacancy, it will be renewed only upon the acceptance of a new application and after the conditions, circumstances or practices which caused the water and/or sewer service to be discontinued are corrected to the satisfaction of the Company, and upon payment, or provision for payment under a deferred payment plan agreement, of all charges due and payable by the Customer.

In order to guarantee the reinstatement of service the same day on which payment is made, both of the following conditions must apply:

1. You must notify the Company no later than 12:30 p.m., and you must make payment or provide proof of payment; and
2. If reconnection occurs after normal Company business hours, you will be responsible for the reconnection charge that is based upon the out-of-pocket expense of the Company.

#### **TESTING OF METER**

Aqua Ohio will, at its own expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make a request for tests more frequently than once in three (3) years. If the Customer makes a request for a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test(s) at the actual cost to the Company. However, if the test shows the meter to be more than 1 ½ % fast or slow, no charge shall be made to the Customer for such test. Aqua Ohio or the Customer may request that a meter test be performed in the presence of a Commission staff member. The Customer also has the right to be present. The Company shall test the meter within thirty (30) days following the Customer's request. The Customer has the right to be notified of the scheduled test date. The Customer or the Customer's representative may be present when the meter test is performed. The Company shall provide the Customer the on-site test results at the time of the test.

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## MATERIAL SPECIFICATIONS

**DUCTILE IRON PIPE.** Type required: push-on joints, cement lined, pressure class 52 for 4 inch through 16 inch, manufacturing standards AWWA C150 and C151. Polyethylene encasement shall be installed on all ductile pipe and fittings.

**DUCTILE IRON FITTINGS.** (tees, crosses, bends, reducers, sleeves, couplings and plugs.) Type required: mechanical joint, tees, crosses, bends and reducers are to be cement lined; working pressure rating 250 psi, manufacturing standards ANSI A21.53, ANSI A21.4 and ANSI A21.10. Compact style is acceptable. Retainer glands shall be installed wherever there is a possibility of joint separation.

**FIRE HYDRANTS.** Type required: post type, breakable flange design for traffic collisions, 5 1/4" diameter main valve, one 4 1/2" pumper and two 2 1/2" hose nozzles, 6" MJ inlet, main valve to open left, direction of opening to be indicated with arrow cast on hydrant, to be designed for 5 foot trench, National Standard threads on nozzles, O-ring packing preferred, type 304 stainless steel bolts and nuts, operating nut and nut on caps: 1 1/2" pentagon, color yellow paint on body trimmed with red paint on bonnet and caps, AWWA standard C502, Mueller Centurion A423, US Pipe M-94 or Clow Medallion. Hydrant shall be outfitted with 5" Storz hydrant connection, meeting fire department specifications.

**TAPPING VALVES.** Type required: Resilient seat, iron body, stainless steel bonnet bolts and nuts, mechanical joint accessories, non-rising stem, for underground service, O-ring packing preferred, OPEN RIGHT (clockwise) 2 inch square operating nut, manufacturing standards and pressure ratings AWWA specification C500.

**4" THROUGH 12" GATE VALVES.** Type required: resilient seat, iron body, stainless steel bonnet bolts and nuts, mechanical joint accessories, non-rising stem, for underground service, O-ring packing preferred, OPEN RIGHT (clockwise), 2 inch square operating nut, manufacturing standards and pressure ratings AWWA C515, Mueller A-2361 or equal.

**VALVE BOXES.** Type required: two piece, cast iron, screw type for adjustable height, height range to be approximately 36 to 60 inches. They are to include a well fitting cast iron lid, the word "WATER" to be cast on lid.

**2" WATER MAIN.** 2" water main shall be soft drawn type "K" copper tubing or high density polyethylene plastic (HDPE), copper tube size, as called out on the plan. If HDPE is used, it shall be 200 psi, SDR 9 with marking tape and a 12 gage copper tracer wire laid in the trench. Brass compression fittings shall be used. Stainless steel stiffeners are necessary at each joint.

**POLYETHYLENE ENCASEMENT.** Type required: Eight mil thick polyethylene tube manufactured in accordance with ANSI/AWWA C105/A21.5. Polyethylene adhesive tape, 1 1/2" wide, is to seal joints.

**BLOW OFF ASSEMBLIES.** Type required: Kupferle Foundry TF500 or approved equal. Install in valve box. Install 2" curb stop with curb box ahead of each blow off.

Revised 02/20/17

