

FILE



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March 7, 2007

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**VIA HAND DELIVERY**

PUCO

Ms. Renee Jenkins  
Public Utilities Commission of Ohio  
Administration/Docketing  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, OH 43215-3793

**Re: Ohio American Water Company**  
**Case No. 06-433-WS-AIR**  
**Tariff No. 89-7025-WW-TRF**

Dear Ms. Jenkins:

Pursuant to the Commission's March 7, 2007 Opinion and Order in the above-referenced proceeding, attached to this letter are four (4) copies of Ohio American Water Company's P.U.C.O. No. 15 tariff revised tariff pages.

If you have any questions, please call me at the number listed above.

Sincerely,

Sally W. Bloomfield

Enclosure

cc: Sue Daly

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Technician \_\_\_\_\_ Date Processed 3/7/07

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Ohio American Water Company  
365 East Center Street, Marion, Ohio 43302

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**GENERAL WATER SERVICE****Available For**

All general water service Customers EXCEPT FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICT CUSTOMERS.

**Meter Rates**

The following shall be the rates for consumption:

	100 Cubic Feet Per Month	Rate Per 100 Cubic Feet	1,000 Gallons Per Month	Rate Per 1,000 Gallons
For the first	20	\$4.4793	15	\$5.9724
For the next	1,980	\$3.2779	1,485	\$4.3705
For all over	2,000	\$1.4081	1,500	\$1.8775

	100 Cubic Feet Bi-Monthly	Rate Per 100 Cubic Feet	1,000 Gallons Bi-Monthly	Rate Per 1,000 Gallons
For the first	40	\$4.4793	30	\$5.9724
For the next	3,960	\$3.2779	2,970	\$4.3705
For all over	4,000	\$1.4081	3,000	\$1.8775

**Unmetered Rates**

\$70.77 Per BI-MONTHLY

The Company, at its discretion, may install meters for customers on the unmetered rates. Once meters are installed, the Customers will be charged the appropriate metered rates.

**Service Charges**

These metered general water service Customers shall pay a service charge monthly, or bi-monthly, at the option of the Company, based on the size of meter installed, according to the rates set forth below:

Size of Meter	Service Charge	
	Monthly	Bi-Monthly
5/8"	\$9.41	\$18.82
3/4"	\$12.00	\$24.00
1"	\$17.18	\$34.36
1-1/2"	\$30.12	\$60.24
2"	\$45.64	\$91.28
3"	\$81.88	\$163.76
4"	\$133.64	\$267.28
6"	\$263.05	\$526.10

**Surcharge**

The metered general water service Customers served by the Marion District-Marion County and Morrow County shall pay a surcharge for water softening costs. This surcharge shall be at the rate set forth below:

Surcharge per 100 cubic feet	\$0.3326
or per 1,000 gallons	\$0.4435

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**GENERAL WATER SERVICE**

**System Improvement Charge**

[HELD FOR FUTURE USE]

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**GENERAL WATER SERVICE**  
**RATES AND CHARGES FOR FRANKLIN COUNTY AND PORTAGE COUNTY DISTRICTS**

**1. DOMESTIC SERVICE**

## Water Customer Charge

For 5/8" meter	\$9.41	per Month
For 3/4" meter	\$12.00	per Month
For 1" meter	\$17.18	per Month
For 1½" meter	\$30.12	per Month
For 2" meter	\$45.64	per Month
For 3" meter	\$81.88	per Month
For 4" meter	\$133.64	per Month
For 6" meter	\$263.05	per Month

## Water Consumption Charge - Basic Water Service (applies to all customers):

First 13.33 Ccf	\$3.2074 per Ccf*	or per 1,000 gallons \$4.2765
Over 13.33 Ccf	\$1.9686 per Ccf*	or per 1,000 gallons \$2.6248

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.6122 per Ccf\*

Reverse Osmosis Surcharge (applies to Blendon Township Only) \$1.3250 per Ccf\*

Purchase Water Adjustment Surcharge (applies to Portage County Districts Only) \$1.4573 per Ccf\*

**2. NON-DOMESTIC SERVICE:**

## Water Customer Charge

For 5/8" meter	\$9.41	per Month
For 3/4" meter	\$12.00	per Month
For 1" meter	\$17.18	per Month
For 1½" meter	\$30.12	per Month
For 2" meter	\$45.64	per Month
For 3" meter	\$81.88	per Month
For 4" meter	\$133.64	per Month
For 6" meter	\$263.05	per Month

## Water Consumption Charge - Basic Water Service:

First 13.33 Ccf	\$3.2074 per Ccf*
Over 13.33 Ccf	\$1.9686 per Ccf*

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.6122 per Ccf\*

Reverse Osmosis Surcharge (applies to Blendon Township Only) \$1.3250 per Ccf\*

Purchase Water Adjustment Surcharge (applies to Portage County Districts Only) \$1.4573 per Ccf\*

Charges for water service will be comprised of the applicable Water Customer Charge plus the Water Consumption Charge calculated on the number of metered or estimated units at the appropriate rate block for non softened water (basic water service), plus any surcharges for softened water, reverse osmosis treated water or purchased water in Portage County.

\*1 Ccf = 100 cubic feet

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**GENERAL SEWER SERVICE**  
**RATES AND CHARGES FOR FRANKLIN AND PORTAGE COUNTY DISTRICTS****1. DOMESTIC SERVICE**

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

For 5/8" meter	\$9.41	per Month
For 3/4" meter	\$12.00	per Month
For 1" meter	\$17.18	per Month
For 1 1/2" meter	\$30.12	per Month
For 2" meter	\$45.64	per Month
For 3" meter	\$81.88	per Month
For 4" meter	\$133.64	per Month
For 6" meter	\$263.05	

Sewer Consumption Charge:

First 13.33 cubic feet	\$6.0173	per Ccf*
or per 1,000 gallons	\$8.0279	
Next 586.67 cubic feet	\$4.2500	per Ccf *
or per 1,000 gallons	\$5.6667	
Over 600 cubic feet	\$1.6589	per Ccf *
or per 1,000 gallons	\$2.2119	

Domestic Customers without Ohio American Water Service	\$35.98	per Month
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Charges for sewer service will be comprised of the applicable Sewer Customer Charge and the Sewer Consumption Charge calculated on the number of metered or estimated units at the appropriate rate block in accordance with the Summer/Winter Usage Formula.

\*1 Ccf = 100 cubic feet

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**GENERAL SEWER SERVICE (Cont.)**  
**RATES AND CHARGES FOR FRANKLIN AND PORTAGE COUNTY DISTRICTS**

**2. NON-DOMESTIC SERVICE**

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

For 5/8" meter	\$9.41	per Month
For 3/4" meter	\$12.00	per Month
For 1" meter	\$17.18	per Month
For 1 1/2" meter	\$30.12	per Month
For 2" meter	\$45.64	per Month
For 3" meter	\$81.88	per Month
For 4" meter	\$133.64	per Month
	\$263.05	

Sewer Consumption Charge:

First 13.33 cubic feet	\$6.0173	per Ccf*
or per 1,000 gallons	\$8.0279	
Next 586.67 cubic feet	\$4.2500	per Ccf *
or per 1,000 gallons	\$5.6667	
Over 600 cubic feet	\$1.6589	per Ccf *
or per 1,000 gallons	\$2.2119	

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

\*1 Ccf = 100 cubic feet

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**SUMMER/WINTER SEWER USAGE FORMULA**

This formula applies to Domestic sewer customers only.

**Definitions:**

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

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

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

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

**Formula Description:**

The volume of sewer use during the Summer Period months shall be considered to be equal to the lesser of the Winter Period Average Usage or actual usage. In the Summer Period, the lesser of the Winter Period Average Usage or actual usage as defined above will be billed at the tariff rates for General Sewer Service as listed on Sheet No. 3.

For customers who have not been provided service for all three Winter Period months and thus have not established a Winter Period Average Usage, the lesser of actual Summer Period usage or 6 ccf (4,500 gallons) per month will be used for the Summer Period billings. The lesser of actual usage or 6 ccf will be billed at the tariff rates at the General Sewer Service tariffs as listed on Sheet No. 3.

In the Non-Summer Period, sewer customers will be billed for sewer service based on actual and/or estimated water meter registration and using the General Sewer Service tariff as listed on Sheet No. 3.

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**OPTIONAL BUDGET BILLING**

Residential customers receiving bi-monthly bills may request a monthly budget bill to be rendered for the first month of the two-month billing period. Budget bills shall be for amounts approximately equivalent to the charges for an average month's consumption and bills based on meter readings shall be for water actually consumed, with credit allowances for payment of budget bills. Any Customer failing to pay monthly budget bills four times in any twelve-month period will be removed from the monthly billing status.

**RECONNECTION CHARGES**

A charge of forty-one dollars and sixty-five cents (\$41.65) will be made for reconnection of water and/or sewer service after discontinuance of service for non-compliance with the Company's tariff provisions, except that the charge for any service turned on at the request of a Customer after regular business hours or on Saturdays, Sundays or holidays, will be the actual cost incurred by the Company.

**DISHONORED PAYMENT CHARGE**

Provided a customer's payment from the customer's approved financial institution account is properly processed by the Company, if a payment that has been received as payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of twenty dollars and seventy-five cents (\$20.75) will be assessed to cover the cost of processing this transaction.

This charge may be reflected, at the Company's option, when the Company notifies the customer or may be charged on the Customer's next billing.

**LATE PAYMENT CHARGE**

A late payment charge will be added to a Customer's account if that Customer's bill is not paid within 20 days after the bill was rendered. The bill shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. The late payment charge will equal five (5%) percent of the bill amount. The late payment charge will be based on current charges only. The late payment charge shall not be compounded on future delinquencies. This late payment charge provision is applicable to bills for General Water and Sewer Service under Sheet Nos. 1, 2, 3, 4, 5 and Private Fire Service under Sheet No. 7.

**ACCOUNT ACTIVATION CHARGE**

An account activation charge of twenty-three dollars and ten cents (\$23.10) will be charged for a service connection during the Company's regular business hours.

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**GENERAL WATER SERVICE LARGE QUANTITY USERS****Available For**

All new and existing general water service customers (1) whose average consumption exceeds 1,200,000 cubic feet (9,000,000 gallons) per month, regardless of meter size, (2) are located adjacent to a water distribution main that is adequate and suitable for supplying the requested service, and (3) who agree to be bound by the terms of this tariff sheet for an initial period of twelve months.

**Special Terms and Conditions**

In order to qualify for the water rates provided on this sheet, the customer agrees:

- 1) To establishment of an Annual Base Period water usage level for one-year pricing purposes that is equal to the average of the customer's most recent two calendar years' total water purchases, or for new customers, from estimates agreed to by the customer and the company;
- 2) To guarantee to purchase, or pay for, on a monthly basis and as a Minimum Monthly, an amount of water equal to 6% per month of the Annual Base Period water usage level, as determined above;
- 3) That the cost of Minimum Monthly purchases shall be determined as of the date service commences under this tariff, and shall be priced at the current General Water Service volumetric rates for such purchase levels;
- 4) That water purchases under this tariff shall be for an initial period of twelve months, but may be continued under this tariff (with annual review and reestablishment, when appropriate, of the customer's Annual Base Period water usage level) unless terminated by either party after thirty days' advance written notice. Water purchases under this tariff may be adjusted for succeeding tariff pricing changes; however, all such tariff pricing changes will only be changed under direction of the Public Utilities Commission of Ohio;
- 5) When a customer elects to avail itself of this tariff, such customer shall remain so classified for a period of at least twelve months. Should such customer elect to leave this tariff, it shall not again be permitted to avail itself of this tariff until at least twelve months have elapsed but, during such period, such customer shall obtain service under the regular tariff for General Water Service; and
- 6) That other general terms and conditions of water service in effect shall also be effective for service under this tariff sheet.

**Water Rates**

Monthly water purchases in excess of the Minimum Monthly purchase levels described in item (2) above, which do not exceed the monthly average usage of the Annual Base Period water usage level by more than two times, will be priced at a rate of \$1.61 per hundred cubic feet. The softening surcharge set forth in the General Water Service tariffs for customers in the Marion District-Marion County will be added to the rate per hundred cubic foot previously stated, for customers in that District.

Monthly water purchases, which exceed the monthly average usage of the Annual Base Period water usage, level, as described in item (1) above, by more than two times, will be paid for at the volumetric rates applicable for General Water Service.

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**PRIVATE FIRE SERVICE**

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

<u>Size of Service</u>	<u>Rate Per Month</u>	<u>Rate Per Annum</u>
2" Diameter & smaller	\$6.80	\$13.60
2-1/2" Diameter	10.66	21.32
3" Diameter	15.30	30.60
4" Diameter	27.18	54.36
6" Diameter	61.20	122.40
8" Diameter	108.83	217.66
10" Diameter	170.03	340.06
12" Diameter	244.83	489.66

This Private Fire Service rate applies to all Ohio American Water Company Customers. At the inception of this revised tariff provision, current Private Fire Service customers in Franklin and Portage Counties will remain on the grandfathered sprinkler head rate of \$0.8300 per month if the service line rate would produce a higher rate to the customer than the sprinkler head rate. Customers will be entitled to receive the grandfathered rate only as long as the customer receives the same private fire service as received at the time the sprinkler head rate was grandfathered. Eligible customers in Franklin and Portage Counties will continue to pay the grandfathered rate of \$0.8300 per sprinkler head until the PUCO sets a different rate or the rate is eliminated.

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**1. PROVISIONS GOVERNING SERVICE**

The tariff provisions in their entirety as herein set forth, or as they may hereafter be altered or amended in a regular and legal manner, shall govern the rendering of water and/or sewer service, including the extensions of water mains and the making of connections thereto, and every Customer, upon making an application for water and/or sewer service or upon taking of water and/or sewer service, shall be bound thereby.

**2. DEFINITIONS**

- (A) "Applicant" is any person, firm, corporation or governmental unit who has made an application for water and/or sewer service.
- (B) "Clean Waters" is all wastewaters, other than sewage, including, but not limited to, roof, footing and surface drainage.
- (C) "Commission" is the Public Utilities Commission of Ohio.
- (D) "Company" is the Ohio American Water Company acting through its Officers, Managers or other duly authorized employees or agents comprised of the Districts:
- I. "Ashtabula District" serving the City of Ashtabula and environs in Ashtabula County, Ohio;
  - II. "Lawrence County District" serving the Village of Chesapeake and territory adjacent thereto in Lawrence County, Ohio;
  - III. "Mansfield County District" serving the areas around the City of Mansfield and the Village of Ontario in Richland County, Ohio;
  - IV. "Marion District" serving the City of Marion and environs in Marion County, Ohio, portions of Washington Township and Canaan Township in Morrow County and a portion of Preble County, and a portion of Pee Pee Township in Pike County, Ohio;
  - V. "Tiffin District" serving the City of Tiffin and environs in Seneca County, Ohio;
  - VI. "Franklin County District" serving portions of Blendon, Brown, Madison, Norwich, Perry, Prairie, Sharon and Truro Townships in Franklin County, Ohio; and
  - VII. "Portage County District" serving portions of Brimfield and Shalersville Townships in Portage County, Ohio.
- (E) "Company Service Pipe" shall mean that portion of the water service pipe between the distribution main and the curb cock or the outlet connection of the meter setting when installed at or near the curb or property line, installed at the cost and expense of the Company.
- (F) "Company Sewer System" shall mean all sewer mains, manholes, lift stations, wastewater treatment facilities that are owned or operated by the Company.

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2. DEFINITIONS (Cont.)

- (F) "Cross-connection" is any connection or arrangement between the pipelines of the Company or any pipe, fixtures or other facilities directly or indirectly connected therewith, and any private source or system of water supply, or non-potable source or system, including soil, waste, drainage and other piping and fixtures or hoses or other devices connected thereto on Customer's premises, through which backflow can occur.
- (G) "Customer" is any person, firm, corporation or governmental unit served by the Company.
- (H) "Customer Service Line" is that portion of the water service line carrying water from the Company's Service Pipe to the structure or premises, which is supplied, installed and maintained at the cost of the customer. The Customer Service Line shall also include all of the necessary pipe, fittings, valves and appurtenances.
- (I) "Customer Sewer Service Line" is that portion of the sewer service line, including the connection fitting attached to the sanitary sewer main, from the Customer's structure or premises to the point of connection to the Company's sewer main.
- (J) "Dead-end Main" is the section of a water distribution system that is not connected to another section of pipe by means of a connecting loop.
- (K) "Depositor" is any person, firm corporation or governmental unit making a deposit with the Company under an agreement providing for the construction of a main extension and related facilities in accordance with the Extension of Mains provision herein.
- (L) "Distribution Main" means water pipe owned, operated, or maintained by the Company, which is used for the purpose of distribution of water from which service connections with Customers are taken.
- (M) "Domestic Service" is the discharge of domestic sewage into the Company Sewer System.
- (N) "Domestic Sewage" is sewage, excluding storm and surface water, resulting from normal household activities only, including but not limited to, waste from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, garbage disposals, laundries and sinks.
- (O) "Foundation Drain" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from foundation.
- (P) "Governmental Unit" is any municipality or other political subdivision or agency of the State of Ohio or the Federal Government.

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2. DEFINITIONS (Cont.)

- (Q) "House Connection" is a pipe carrying sewage from a premises to a company sewer main.
- (R) "Manager" means the highest ranking employee of the Company with direct responsibility for the Ohio American Water Company.
- (S) "Nondomestic Service" is the discharge of other than domestic sewage into the Company's sewer system.
- (T) "Nondomestic Sewage" is all sewage other than domestic sewage, including but not limited to, commercial or industrial wastes
- (U) "Outage" means any interruption of a company system, other than a customer service line, which causes the cessation of service.
- (V) "Premises" is:
- I. A building under one roof owned or leased by one party and occupied as one business or residence; or
  - II. A combination of buildings owned or leased by one party, which is located on a single site, and occupied by one family, business or institution, which constructs and operates its own secondary distribution system. Such site separated by public highways or streets. Non-dedicated roadways through the site shall not be considered as dividing or separating the same into more than one site; or
  - III. Each unit of a double or multiple unit building wherein each unit is under separate ownership or lease; or
  - IV. Each unit of a double or multiple unit building wherein the Customer's service pipe for each unit is connected to a separate service pipe and curb stop of the Company; or
  - V. A building owned or leased by one party, having two or more apartments, offices, or suites of offices; or
  - VI. A mobile home park or area in which space is rented or leased for the parking and occupancy of trailers or mobile homes.
- (W) "Private Fire Service Connection" is one that is on the premises of a non-governmental customer to which is attached fixtures from which water is taken only for the extinguishment of fire.

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**2. DEFINITIONS (Cont.)**

- (X) "Public Fire Service" is a service provided to governmental entities through facilities from which water is taken only for the extinguishment of fire.
- (Y) "Sewer" is the pipe for carrying sewage and other liquid waste.
- (Z) "Superintendent" means the highest ranking employee of the Company with direct responsibility for the Company Sewer System or his/her designee.
- (AA) "Tap-in" means the connecting of a Company Service Pipe to the water distribution or sewer collection main.
- (BB) "Temporary Water Service Connection" is one which is installed for the temporary use of water, provided that the Customer's premises is located on a lot having a curb line abutting on that part of a street or public highway in which there is located a distribution main of the Company extending for the total frontage of the lot on said street or highway, unless otherwise agreed to by the Company.
- (CC) "Temporary Sewer Service Connection" is one which is installed for the temporary use of a sewer, provided that the Customer's premises is located on a lot having a curb line abutting on that part of a street or public highway in which there is located a sewer main of the Company extending for the total frontage of the lot on said street or highway, unless otherwise agreed to by the Company

**3. APPLICATIONS FOR WATER AND/OR SEWER SERVICE**

- (A) All persons, firms, corporations, or governmental units desiring water and/or sewer service, excluding public fire service, must make application to the Company indicating all purposes for which water and/or sewer service will be used upon their premises.
- (B) Any change in the identity of the contracting Customer at a premises will require a new application, and the Company may, after reasonable notice, discontinue water and/or sewer service until such new application has been made and accepted, but the former Customer shall remain liable for water furnished or sewer service provided to said premises until he has given notice to the Company to discontinue water and/or sewer service.
- (C) No charge will be made for turning on the water and/or sewer service to new Customers during regular working hours.

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**3. APPLICATIONS FOR WATER AND/OR SEWER SERVICE (Cont.)**

- (D) Accepted application for water and/or sewer service to be supplied to any premises shall constitute a license to the Customer to take and receive a supply of water and/or sanitary sewer service for said premises for the purposes specified in such application. If the customer shall use, or knowingly permit to be taken or used, water and/or sanitary sewer service from said premises for any persons or purposes other than those specified in such application, such use shall be a violation of the contract, and the Company shall have the right under such circumstances to discontinue water and/or sewer service to said premises after due notice to the Customer, unless Customer shall have first obtained the written permission of the Company to use the water and/or sanitary sewer service in such manner not specified by the Application.
- (E) In the interest of public health and for the protection of Company property, the Company will not permit customer service lines, or any other lines or pipes carrying or which are in a position to carry sewage, to be connected either on or off any premises with any lines which the Company knows or has good reason to believe carries, or is in a position to carry, nondomestic sewage, unless the consent of the Company is first obtained.
- (F) The Company prohibits the discharge of clean waters into its sewage system. The Company reserves the right to prohibit, accept or require pretreatment of nondomestic sewage.
- (G) When application is made to install a customer sewer service line, for sewer service, or for the reinstatement of sewer service, the Company shall be entitled to assume that the piping and fixtures to which the service will be supplied are in order.

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5. PRIVATE FIRE PROTECTION SERVICE (Cont.)

- (M) Under no circumstances will anti-freeze or any other foreign substance be permitted in sprinkling systems.
- (N) The entire private fire service system on the Customer's premises shall be installed and maintained by and at the expense of the Customer and shall be subject to the inspection, test and approval of the Company before the service is made effective, and at such times thereafter as may be deemed necessary or appropriate by the Company.
- (O) Hydrants and other fixtures connected with a private fire service system may be sealed by the Company, and such seals may be broken only in case of fire or as specially permitted by the Company, and the Customer shall immediately notify the Company of the breaking of any such seal.
- (P) Whenever a fire service system is to be tested, the Customer shall notify the Company at least two (2) business days in advance of such proposed test, requesting approval of the day and hour when same is to be made, so that, if desired, the Company may have an inspector present during the test.
- (Q) Private fire hydrants may be painted any color other than that adopted by the Company for public fire hydrants, provided such color is approved by the Chief of the Fire Department.

## 6.A. INSTALLATION AND MAINTENANCE OF WATER SERVICE LINES

- (A) Where its water distribution mains are now or may hereafter be installed, the Company will, at its expense, install the Company Service Pipe and appurtenances between the water main in the street up to and including the stop cock and curb box, or the meter setting when installed in a meter box at or near the curb line, provided that the Company Service Pipe is required for the immediate and continuous supply of water for general water service to premises abutting the public street or highway in which such mains are located; and all such Company Service Pipes and appurtenances shall be installed only by the Company.

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**6.A. INSTALLATION AND MAINTENANCE OF WATER SERVICE LINES (Cont.)**

- (B) Customer Service Lines supplying a premises shall not pass through or across any premises or property other than that to be supplied, nor across any portion of the property that could practicably be sold separately from the immediate premises supplied, and no water pipes or plumbing in any premises shall be extended there from to adjacent or other premises.
- (C) The Company will make all connections to its water distribution mains and will specify the size, kind, quality and location of all materials used in the Customer Service Line.
- (D) The Company's cock, curb cock, curb box, or meter setting when installed in a meter box, and the Company's Service Pipe from the distribution main to the curb cock or meter setting will be furnished, installed and maintained by the Company and shall remain under its sole control and jurisdiction.
- (E) The Company will not, at its own cost and expense, either install or maintain Customer Service Lines for private fire service or temporary service connections.
- (F) The curb box or meter box shall be set on a level with the grade of the sidewalk and shall be kept accessible at all times.
- (G) The Customer's Service Line from the curb cock or meter setting to the place of consumption shall be installed in a workmanlike manner and shall be furnished, installed and maintained by the Customer at his own expense and risk.
- (H) The Customer's Service Line and all connections and fixtures attached thereto shall be subject to the inspection of the Company before the water will be turned on, and all premises receiving a supply of water and all Customer Service Lines, meters and fixtures, including any and all fixtures within the said premises, shall at all reasonable hours be subject to inspection by any duly authorized employees of the Company. Before entering a Customer's dwelling or structure, the Company employee shall show his/her company identification and state the reasons for the visit. The Company employee will not enter the customer's dwelling unless permission to do so is granted to the Company employee by a person holding himself or herself out as being responsible for such dwelling or structure.

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6. A. INSTALLATION AND MAINTENANCE OF WATER SERVICE LINES (Cont.)

- (I) The Customer's Service Line shall be laid at least four (4) feet below the surface of the ground at all points and shall be placed on firm and continuous earth so as to give unyielding and permanent support; shall not be laid in driveways nor pass through premises other than that to be supplied; and shall be installed in a trench at least two feet in a horizontal direction from any other trench wherein gas pipe, sewer pipe, or other facilities, public or private, are or are to be installed.
- (J) The Customer shall install and properly maintain in good working condition a stop and waste cock of a type approved by the Company on the Customer's Service Line immediately inside the foundation wall in a readily accessible location and in a place protected from the possibility of freezing and so placed that it will shut off and drain all plumbing within any and all buildings in the premises.
- (K) The Customer shall install the Customer Service Line to the curb line at a point designated by the Manager or other authorized employee of the Company, after which the Company will install the service from the main to the curb line.
- (L) Where the Company's Service Pipe is already installed to the curb line, the Customer shall connect with the Company Service Pipe as installed.
- (M) The Customer shall make all changes in the Customer's Service Line required on account of changes of grade, relocation of mains, and other causes.
- (N) No fixture shall be attached to, or any branch made in, the Company Service Pipe between the meter and the distribution main, other than by authorized employees of the Company.
- (O) There shall be no more than one Customer Service Line supplying a single premises, unless otherwise approved by the Company in writing.
- (P) Customer's Service Lines must be kept and maintained in good condition and free from all leaks and defects at the Customer's cost and expense, and for failure so to do, water service may be discontinued in accordance with Section 13.
- (Q) If a Customer, occupant, owner, or any of his agents, in making an attachment or in shutting off or turning on water, should not properly replace the curb box cap, or should damage the curb cock, curb box, meter setting, or other property of the Company, such repairs shall be made only by the Company, but at the Customer's cost and expense.
- (R) No plumber shall part with the possession of a key for turning on or off the water, except to an employee of the Company.

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6.A. INSTALLATION AND MAINTENANCE OF WATER SERVICE LINES (Cont.)

- (S) After testing any work, the plumber shall turn off the water from such premises, except where the work is a simple extension or additional fixture on a Customer Service Line then in use. Where water was found turned off previous to making alterations or repairs, plumbers shall not leave water turned on when work is completed.
- (T) No plumber or other person shall turn on water to any premises, whether supplied by old or new Customer Service Line, or allow any person in his employ to do so without written permission from the Company. Any violation of this provision may result in discontinuance of water service.
- (U) In case of accidents to Customer Service Lines, plumbers are permitted to turn off the supply of such services, but notice thereof shall be given the Company within twenty-four (24) hours after so doing.
- (V) No plumber, Customer, occupant, owner or any of his agents shall connect to the Company's water distribution main or to any Company Service Pipe, or extend any Company Service Pipes there from to any premises for the purpose of securing a supply of water, until application has been made therefore to the Company as provided in these tariff provisions, and permission for doing so has been granted by the Company in writing.
- (W) All materials used in the construction of the Customer Service Line shall be in accordance with current standards specified by the Company.

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**6.B. INSTALLATION AND MAINTENANCE OF SEWER SERVICE LINES**

- (A) All materials used in the construction of the Customer Service Sewer Line shall be in accordance with current standards specified by the Company.
- (B) Where Customer Service Lines are installed to basements, the owner shall securely plug the connection to prevent the entrance of water, mud, debris, etc., into the system. The plug shall be left in place until after the building is under roof and the basement floor slab is in place and all debris cleaned out of the basement.
- (C) The Company shall inspect all modifications and/or repairs to the Customer Sewer Service Lines prior to backfilling.
- (D) The introduction of any surface water by the customer shall not be permitted under any circumstances, and the continuance of such practice shall be grounds for immediate discontinuance of service.
- (E) No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of infiltration/inflow to a public sanitary sewer or to a building sewer or building drain that in turn is connected directly or indirectly to a Company's Sewer System. Any such connections found shall be immediately disconnected. Failure to disconnect is grounds for immediate discontinuance of service.
- (F) A separate and independent building sewer shall be provided for every building or property served. The Company does not and will not assume any obligation or responsibility for damage caused by or resulting from any single connection that has multiple buildings discharging to a single Customer Sewer Service Line. All new building sewers, including any necessary replacement of existing building sewers, must comply with the Company's construction standards and State plumbing code. The connection of the building sewer into the Company's Sewer System shall be made in accordance with current standards specified by the Company.
- (G) It shall be the responsibility of the property owner to keep and maintain the building sewer connected to the Company's Sewer System in good repair. The Owner shall be responsible for making necessary repairs, at his own expense, to the building sewer when notified in writing by the Superintendent that repairs are necessary. Should the Owner fail to repair the building sewer within 60 days after receiving written notification by the Superintendent that such repairs are necessary, the Company may terminate sewer and/or water service to the property without further notice.
- (H) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any part of the Company's Sewer System or appurtenance thereof without first obtaining written approval from the Superintendent. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the property Owner(s). The property Owner(s) shall indemnify the Company from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer provided, however, that such indemnification shall not extend to loss or damage due solely to willful misconduct or negligence on the part of the Company.

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Ohio American Water Company  
365 East Center Street, Marion, Ohio 43302

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**6.B. INSTALLATION AND MAINTENANCE OF SEWER SERVICE LINES (Cont.)**

- (I) Grease, oil, and sand interceptor sewers shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable oil, sand, or other harmful ingredients; except that such interceptors shall not be required for single-family properties. The Superintendent shall approve the type and capacity all grease, oil, and sand interceptors. The Owner(s) shall locate them as to be readily and easily accessible for cleaning and inspection. The Owner(s) shall maintain all installed grease, oil and sand interceptors at the Owner(s) expense in continuously efficient operation at all times. In the maintaining of these interceptors, the Owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal that are subject to review by the Superintendent. If the personnel of Owner(s) do not perform any removal and hauling of the collected materials, the removal and hauling must be performed by currently licensed waste disposal firms.
- (J) No user shall introduce or cause to be introduced into the Company Sewer System any pollutant or wastewater which causes pass through or interference with the Company Sewer System. These general prohibitions apply to all users of the Company Sewer System whether or not they are subject to categorical pretreatment standards or any other National or State pretreatment standards or requirements.
- (K) No user of the Company Sewer System shall introduce or cause to be introduced into the Company Sewer System the following pollutants, substances, or wastewater:
1. Pollutants which create a fire or explosive hazard in the wastewater system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
  2. Wastewater having a pH less than 6.0 or greater 10.0, or otherwise, having any corrosive characteristics capable of causing damage or hazard to treatment processes, structures, equipment and/or personnel of the Company's Sewer System;
  3. Trucked or hauled pollutants, except at discharge points designated by the Superintendent;
  4. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Company Sewer System such as, but not limited to: floatable oil, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, pottery, casting clays, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes;

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**6.B. INSTALLATION AND MAINTENANCE OF SEWER SERVICE LINES (Cont.)**

5. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the Company's Sewer System;
6. Wastewater having a temperature greater than [150°F (66°C)], or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the Company's Sewer System treatment plant to exceed 104°F (40°C);
7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Company's Sewer System in a quantity that may cause acute worker health and safety problems;
9. Hazardous waste as defined under 40 CFR Part 261;
10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
11. Wastewater which imparts color which cannot be removed by the Company's treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Company's applicable NPDES permit;
12. Wastewater containing any radioactive wastes or isotopes;
13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the Superintendent;
14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
15. Medical wastes, except as specifically authorized by the Company;
16. Wastewater causing, alone or in conjunction with other sources, the Company's Sewer System treatment plant's effluent to fail a toxicity test or violate any applicable Water Quality Standards;
17. Detergents, surface-active agents, or other substances which may cause excessive foaming in the Company's Sewer System;
18. Fats, oils, or greases of animal or vegetable origin in concentrations that interfere with the proper operation of the wastewater system;

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**6.B. INSTALLATION AND MAINTENANCE OF SEWER SERVICE LINES (Cont.)**

- 19 Wastewater causing two readings on an explosion hazard meter at the point of discharge into the Company's Sewer System, or at any point in the Company's Sewer System, of more than five percent (5%) or any single reading over ten percent (10%) of the Lower Explosive Limit of the meter. Materials specifically prohibited from discharge into the Company's Sewer System include gasoline, kerosene, naphtha, fuel oil, paints, solvents, or any other substance that may cause a fire or explosives hazards to the Company's Sewer System.
- 20 Wastewater defined as a Categorical waste by the U.S. Environmental Protection Agency or subject to any Categorical Pretreatment Standard established by the U.S. Environmental Protection Agency for such wastewater.
- (L) The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following maximum allowable discharge limits unless authorized by the Superintendent through an individual permit:
- 30.0 mg/L ammonia nitrogen
  - 250 mg/L CBOD5
  - 100 mg/L oil and grease
  - 6.5 mg/L total phosphorus
  - 250 mg/L total suspended solids
- (M) Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the wastewater system.
- (N) If in the professional opinion of the Superintendent a violation exists which threatens the health safety and/or welfare of the Company employees, the general public or the Company Sewer System, the Superintendent may terminate sewer and/or water service to the property without notice. In such cases, the Superintendent shall notify the Commission as soon as practicable as to the action taken, the reasons for such action, and the corrective action required.

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**7. SERVICES INSTALLED IN ADVANCE OF PAVING**

If any governmental unit should require owners of vacant lots to install service pipes to the curb in advance of paving, and if such owners will pay the Company the cost of installing such service pipes, the company will install such pipes and will refund such cost, without interest thereon, when improvements are made that require the use of such pipes; provided, however, that in case title to the premises is later transferred through sale or otherwise, all or any part of the deposit not then refunded shall automatically become a credit to the account of the succeeding owner or owners, to be refunded in like manner.

**8. METERS**

- (A) Water will be sold by meter measurement only, except for flat service customers in the Mansfield District and except that Customers having special connections and receiving service under an "Application for Private Fire Protection Service" shall pay for such service in accordance with the applicable Schedule of Rates.

Ohio American shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. Ohio American shall read each customer's meter at least once per year pursuant to Rule 4901:1-15-19(A).

- (B) All meters, except detector devices and/or fire service line meters, or except as otherwise elsewhere provided in these tariff provisions, shall be furnished, installed, maintained, tested, repaired, removed and replaced only by and at the expense of the Company and shall remain its property; but in case of damage to any such meter by reason of any act, neglect or omission on the part of the Customer (such as damages occasioned by fire, frost, hot water, accident or misuse) the customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (C) No meter may be used to service more than one premises. Meters will be furnished and placed by the Company. The Company shall make the initial determination of the size of the meter but will not install the meter until notice and an opportunity to object is given to the Customer. The meter size shall be mutually agreed upon at the time of application for water and/or sewer service.

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8. METERS (Cont.)

- (G) Separate premises shall be separately metered and billed. As a general rule, only one premises shall be supplied through one meter or meter setting. For good cause, the Company may permit more than one service line meter or meter setting.
- (H) The Company will, at its own cost and expense, make a test of the accuracy of registration of a meter upon request of a Customer, provided that such Customer does not make request for tests more frequently than once in three (3) years. In the event that a Customer should request a meter test more frequently than once in three (3) years, the Customer will be billed for such additional test or tests at the actual cost thereof to the Company; provided, however, that if the test shows the meter to be more than one and one-half per cent (1-1/2%) fast or slow, no charge shall be made to the Customer for such test or tests. A report giving the results of such tests will be made to the Customer, and a complete record of the same will be kept on file in the office of the Company for a period of not less than three (3) years.
- (I) Meter readings in units of hundred cubic feet are converted to units of thousand gallons for billing purposes if the existing schedule of charges is stated in gallon units. The factor used for making the conversion from hundred cubic feet to thousand gallons is based on the use of one cubic foot as being equivalent to seven and one half (7.4805) gallons.
- (J) The Company reserves the right to put seals on any meter, or on its couplings in and for any premises, and may discontinue service if such seals are found broken or removed in accordance with Section 13.
- (K) No Customer shall remove or cause or permit the removal of a meter by his agents once it has been placed, and any change in location of the meter desired by the Customer shall first be approved by the Company in writing, but shall be made by the Customer at his own cost and expense.

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8. METERS (Cont'd.)

(L) (Cont'd.)

IV. All meters tested in accordance with these provisions 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 error of the two tests.

(M) The Company or the customer may request that a meter test be performed in presence of a staff member of the Commission. The Customer may also be present during a meter test.

## 9. MULTIPLE METER SETTINGS

(A) When more than one meter setting is installed upon a Customer's premises at the request of the Customer or due to conditions existing upon the premises of the Customer, then each meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations of such meters will not be combined.

(B) In all other instances where more than one meter setting is installed on a Customer's premises, then the registration of all such meters shall be combined, and the minimum billing shall be the sum of the individual customer charges for all such meters.

## 10. ADJUSTMENT OF BILLS

(A) The quantity of water recorded by the meter shall be conclusive and binding upon both the Customer and the Company, except when the meter is found to be out of order or inaccurate by test. There shall be no allowances made for water used or unaccounted for, lost or wasted through leaks, carelessness, neglect or other wise after same has passed through the meter.

(B) If on test of any meter made by the Company at the request of the Customer, such meter shall be found to have a percentage of error greater than that allowed, the following provisions for the adjustment of bills shall be observed:

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

- (B) Pursuant to Rule 4901:1-17-03(A) of the Ohio Administrative Code, a Customer's financial responsibility will be deemed established if the Customer meets one of the following criteria:
- (1) The Customer is the owner of the premises to be served or of other real estate within the territory served by Ohio American and has demonstrated financial responsibility.
  - (2) The Customer demonstrates that he/she is a satisfactory credit risk by means that *may be quickly and inexpensively checked by the Company*. In determining whether the Customer is a financially responsible person, Ohio American may request from the Customer and shall consider information including, but not limited to, the following: name of employer, place of employment, position held, length of service, letters of reference, and names of credit cards possessed by the applicant.
  - (3) The Customer demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the Customer is not otherwise impaired.
  - (4) The Customer makes a cash deposit to secure payment of bills for the utility's service as set forth in Section 11(A) above.
  - (5) The Customer furnishes a creditworthy guarantor to secure payment of bills in an amount sufficient for a sixty-day supply for the service requested. If a third party agrees to be a guarantor for a utility customer, he or she shall meet the criteria as defined in paragraph (2) above or otherwise be creditworthy.
    - (a) The guarantor shall sign a written guarantor agreement that shall include, at a minimum, the information shown in the appendix to this rule. The Company shall provide the guarantor with a copy of the signed agreement and shall keep the original on file during the term of the guaranty.
    - (b) The Company shall send all disconnection notifications for the guaranteed customer also to the guarantor, unless the guarantor affirmatively waives that right.

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11. CUSTOMERS' GUARANTEE DEPOSITS (Cont.)

(B) (Cont.)

(5) (Cont.)

(c) The Company shall send a notice to the guarantor when the guaranteed customer requests a transfer of service to a new location. The transfer of service notice shall display all of the following information:

- i. The name of the guaranteed customer.
- ii. The address of the current guaranteed customer service location.
- iii. A statement that the transfer of service to the new location may affect the guarantor's liability.
- iv. A statement that, if the guarantor does not want to continue the guaranty at the new service location, the guarantor must provide thirty days' written notice to the company to end the guaranty.

(6) The establishment of credit under this provision shall not relieve the applicant or customer from compliance with the regulations of Ohio American regarding advance payments and payment of bills by the due date, and shall not modify any regulations of the Company as to the discontinuance of service for nonpayment.

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12. TERMS AND CONDITIONS OF BILLING AND PAYMENT (Cont'd.)

- (I) The use of water and/or sewer service by the same Customer in different premises or localities will not be combined for billing purposes, and the service to each premises shall be billed separately.
- (J) When a customer disputes a particular bill, the Company will not discontinue service for nonpayment so long as the customer (i) pays the undisputed portion of the bill (or a normal bill for the Customer for the period involved), and (ii) pays all future periodic bills by the due date, and (iii) enters into bona fide discussions with the Company to settle the dispute with dispatch. If agreement cannot be reached on settlement of the dispute, the Customer may register such dispute with the Commission.

## 13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE

- (A) Water and/or sewer service will be discontinued to any premises on account of temporary vacancy upon written request of the Customer.
- (B) The Company may disconnect service to a customer without prior notice for any of the following reasons:
  - I. For tampering with any main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to the Company;
  - II. For connecting the Customer's service pipe 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 its system; or
  - III. For any other violation or failure to comply with the tariff provisions of the Company, which may in the opinion of the Company or any public authority, create an emergency situation.
- (C) The Company may disconnect service to a Customer after at least twenty-four (24) hours prior written notice for any of the following reasons:
  - I. For the use of water and/or sewer for any purpose not stated in the Customer's application, or for the use of service upon any premises not stated in such application; or
  - II. To prevent waste or reasonably avoidable loss of water.

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## 13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

- (F) In cases where plumbing has been installed prior to adoption of and not in accordance with these provisions, and water is being taken through a single service pipe to supply two or more premises, the party making application shall be responsible for all water bills and other proper charges. Any violation of the Company's tariff provisions with reference to either or any of the said premises or for the supply of water thereto, shall be deemed a violation as to all, and the Company may enforce compliance with these provisions by shutting off the entire service; except that such action will not be taken until the Customer who is not in the violation of the Company's tariff provisions, has been given written notice of at least fifteen (15) days and opportunity to attach his pipes to a separately controlled curb stop cock or meter setting to be provided by and at the expense of the Company.
- (G) Discontinuing water and/or sewer service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.
- (H) Pursuant to Rule 4901:1-15-27 Ohio Administrative Code, the disconnect notice will clearly state all of the following:
- (1) The earliest date when disconnection could occur.
  - (2) The reason(s) for disconnection.
  - (3) The action the customer must take in order to avoid the disconnection.
  - (4) The total amount required to be paid, which shall not be greater than the past due balance.
  - (5) The address and local or toll-free telephone number of the office of the Company that the customer may contact in reference to his or her account.
  - (6) The current address and local or toll-free telephone number of the public interest center of the commission and a statement that commission staff is available to render assistance with unresolved complaints.
  - (7) A statement that failure to pay the amount required by the date specified on the notice may result in an additional charge for reconnection.
- (I) If a landlord is responsible for payment of the bill, notice of disconnection of service shall be given to the consumer at least ten days before disconnection could occur. In a multiunit dwelling, written notice shall be placed in a conspicuous place.

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## 13. DISCONTINUANCE OF WATER AND/OR SEWER SERVICE (Cont.)

- (J) The Company shall provide disconnection of service notice to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- (K) The Company will comply with the conditions set forth in this tariff may disconnect service during its normal business hours as stated in its tariff; however, no disconnection for past due bills or for not making a deposit as required may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- (L) 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.
  - (3) Be otherwise able to make available to the customer a means to avoid disconnection.
  - (4) Such employees at the premises may or may not be authorized to make extended payment arrangements at the discretion of the company.
- (M) 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 contained in Chapter 4901:1-15-27(I) of the Ohio Administrative Code.

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**14. RENEWAL OF WATER AND/OR SEWER SERVICE AFTER DISCONTINUANCE**

- (A) When water and/or sewer service to a premises has been terminated for any reason, other than for temporary vacancy in accordance with Section 13 (A), service will be reconnected unless prevented by circumstances beyond the Company's control, or unless the Customer requests otherwise, by the close of the following regular business day after any of the following:
1. Receipt of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge.
  2. The elimination of conditions that warranted disconnection of service.
  3. An agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan.
- (B) If service has been discontinued and the Customer wishes to guarantee the reinstatement of the service the same day on which payment is rendered, both of the following conditions apply:
1. If reinstatement of service is requested the same day, the Customer must notify the Company no later than 12:30 p.m., and the customer must make payment in the company's business office or provide proof of payment; and
  2. The Company may require the Customer to sign an agreement to pay the Company's incurred costs for reinstatement of service if it occurs after normal Company business hours. The fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.
- (C) If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgement of willingness to accept the responsibility for payment of the customer's bill in case the Customer defaults.
- (D) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless the bill is more than fourteen (14) days past due.

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## 14. RENEWAL OF WATER AND/OR SEWER SERVICE AFTER DISCONTINUANCE (Cont.)

- (E) Water will not be turned on to any premises unless there is at least one adult person therein at such time to see that all water outlets in the premises are closed to prevent damage by escaping water, unless waived by the Customer.
- (F) No Customer whose service has been turned off shall turn same on, or have same done by anyone other than the Company.

## 15. RECONNECTION CHARGE

- (A) When it has been necessary to discontinue water and/or sewer service to any premises because of temporary vacancy, a violation of the Company's tariff provisions or on account of non-payment of any bill, a charge will be made as set forth in the Company's rate tariff entitled, Reconnection Charge, except that the charge for any service turned on at the request of a Customer after regular hours or on Saturdays, Sundays, or holidays, will be at actual cost. This charge, together with any arrears that may be due the Company for charges owed by the Customer, and any service deposit required by the Company, must be paid to the office of the Company, or provided for by a deferred payment plan agreement, before the water will again be turned on.

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**19. PLUMBING WORK MUST BE SUBMITTED FOR INSPECTION BY COMPANY**

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the inspection of the Company before such underground work is covered up. Whenever the Company determines that plumbing work is defective, although not necessarily in direct violation of the Company's tariff provisions, the Company may insist upon its being corrected before the water will be turned on.

**20. CROSS-CONNECTIONS**

- (A) Ohio-American Water Company (Company) shall develop, implement and operate a Backflow Prevention and Cross-Connection Control Program, which meet the requirements of Ohio Administrative Code Chapter 3745-95. As a condition of continued water service, all customers of the Company shall agree to comply with the Company's published Backflow Prevention and Cross-Connection Control Program. Water customers who fail to comply with the Company's published Backflow Prevention and Cross-Connection Control Program shall be subject to immediate termination of water service.
- (B) By-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.
- (C) No cross-connection shall be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided. An acceptable form of protection is one, which meets the approval of the Ohio Environmental Protection Agency and the local regulating health agency. The required protective device or system shall be provided and installed by the Customer and maintained by him in good working condition, all at his own cost and expense and shall be subject to the inspection, test and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company.
- (D) Any cross-connection made or permitted to exist by customer which is in violation of the provisions of this Section shall be removed forthwith or corrected, in a manner acceptable to the Ohio Environmental Protection Agency and the local regulating health authority. Failure to do so may result in immediate discontinuance of water and/or sewer service.

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### 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 1-800-673-5999, 24 hours a day, 7 days a week. You may also contact Ohio American in writing at the following address: Ohio American Water Company, P.O. Box 578, Alton, Illinois 62002-0578.

If your complaint is not resolved, after you have contacted Ohio American, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

The Office of the Ohio Consumers' Counsel (OCC) represents utility customers in matters before the PUCO. The OCC can be contacted, toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m., or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).

The PUCO has adopted a comprehensive set of standards for water and sewer disposal system companies. A copy of Ohio American Water Company's rates and tariff provisions are available for review upon request at our offices or from the Public Utilities Commission of Ohio.

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.

As always, we welcome your comments and suggestions on how we can serve you better. Call our local number 1-800-673-5999.

### 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.

Ohio American Water Company 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 1/12 of the estimated charge for all service for the ensuing 12 months, plus 30 percent of the monthly estimated charge.

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**Deposits (Cont.)**

After discontinuing service, Ohio American will promptly apply 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. Ohio American 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 \$21.25 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 14 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 fourteen 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 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 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 \$31.50.

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.


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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**

Ohio American 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 1½% fast or slow, no charge shall be made to the Customer for such test. Ohio American 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.

 **Ohio - American  
Water Company**  
PO BOX 578  
ALTON, IL 62002-0578

For Service To:



ACCOUNT NUMBER	
AMOUNT DUE	\$76.87
DUE DATE	Feb 06, 2003
AMOUNT DUE AFTER DUE DATE	
Please return this portion with check ▼ Payable to the address below ▼	

**Ohio American Water Company**  
**PO Box 2568**  
**Decatur, Illinois 62525-2568**



### Customer Account Information

For Services To:

Account Number:

Premise Number:

### Billing Period & Meter Information

Billing Date: Jan 22, 2003

Billing Period: Nov 19 to Jan 20 (62 days)

Next reading on/about:

Rate Type: Residential

Meter readings in current billing period:

Meter Number 046202251A is a 5/8-inch meter.

Present-actual 192

Last-actual 184

100 Cubic Feet used 8

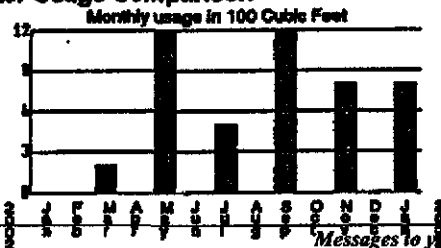
1 cu ft equals approx 7.50 gal

Gallons used 5984

### Billing Summary

<b>Prior Balance</b>	
Balance from last bill	\$69.29
Payments as of Jan 22, 2003. Thanks!	-40.00
Total prior balance, Jan 22, 2003	29.29
<b>Adjustments</b>	
WATER CHARGE ADJUSTMENT - 91	2.27
Total adjustments, Jan 22, 2003	2.27
<b>Current Water Charges</b>	
WATER CHARGE (\$8.000000 x 8.00)	45.31
Total water charges, Jan 22, 2003	45.31
<b>TOTAL AMOUNT DUE</b>	<b>\$76.87</b>

### Water Usage Comparison



Messages to you from Ohio American Water Company

To provide you with the best possible service, our Customer Service Center is now here to serve you 24 hrs a day 7 days a week. Our new toll-free number is 1-800-673-5999. If you have any questions about your bill or the services we provide please feel free to contact us.

\*If your questions are not resolved after you have called Ohio-American, you may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826, or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). The Office of the Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be reached toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).

Customer Service & Emergencies 1-800-673-5999 (24 Hours)  
For Hearing Impaired Customers TDD 1-800-300-6202 (24 Hours)  
Rates available upon request.  
Visit us on the INTERNET at: [www.oawc.com](http://www.oawc.com)