

FILE

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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In the Matter of the Application of Ohio American Water)
Company for Authority to Increase its Rates For Water and) Case No. 07-1112-WS-AIR
Sewer Service Provided to its Entire Service Area.)

PUGO

STIPULATION AND RECOMMENDATION

Ohio Administrative Code ("O.A.C.") Rule 4901-1-30 provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in such proceeding. Pursuant to O.A.C. Rule 4901-1-10(C), the Staff of the Public Utilities Commission of Ohio ("Staff") is considered a party for the purpose of entering into a stipulation. Accordingly, Ohio American Water Company (hereinafter referred to as "Ohio American" or the "Company"), the Office of the Ohio Consumers' Counsel ("OCC"), Dragoo Management Company ("Dragoo"), City of Marion ("Marion") and the Staff (hereinafter together referred to as "Parties") hereby enter into this Stipulation and Recommendation ("Stipulation") and recommend that the Public Utilities Commission of Ohio ("Commission") adopt it. The Stipulation resolves all of the issues of the above-named rate proceeding, brought by the Company pursuant to Ohio Revised Code Sections ("R.C.") 4909.18 and 4909.19.

The Parties understand that this Stipulation is not binding upon the Commission. This Stipulation and its supporting documentation represent a cooperative effort among the Parties to resolve the issues associated with this proceeding in a more efficient manner within the traditional rate case process. Specifically, the agreements contained in this Stipulation to which all of the Parties agree are supported by information contained in the Company's application filed in Case No. 07-1112-WS-AIR on November 13, 2007 and in subsequent updates, pre-filed testimony submitted by the Company and OCC, the Staff Report of Investigation ("Staff Report") issued on May 28, 2007, and the transcripts of the various local public hearings held

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during the course of this proceeding. This Stipulation is the product of serious bargaining among capable, knowledgeable parties. The settlement proposal benefits ratepayers and the public interest by, among other things, addressing service quality and rate issues, as well as by reducing the effort and expense that would have occurred had this case not been settled. Finally, the Parties believe that the settlement proposal taken in its entirety does not violate any regulatory principle or practice. The Parties request that the Commission give it careful consideration and adopt it at the earliest practicable date.

Except for enforcement purposes of the obligations set forth in the Stipulation, neither this Stipulation, nor the information and data contained therein or attached, shall be cited as precedent in any future proceeding for or against any party, or the Commission itself, if the Commission approves the Stipulation.

This Stipulation is a compromise involving a balance of competing positions and it does not necessarily reflect the position that one or more of the Parties would have taken if these issues had been fully litigated. The Parties believe that this Stipulation represents a reasonable compromise of varying interests. This Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission. Should the Commission reject or materially modify all or any part of this Stipulation, the Parties shall have the right, within thirty (30) days of the issuance of the Commission's order, to file an application for rehearing. Parties agree they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original, unmodified Stipulation. Upon the Commission's issuance of an entry on rehearing that does not adopt the Stipulation in its entirety without material modification, any Party may terminate and withdraw from the Stipulation by filing a notice with the Commission within thirty (30) days of the Commission's entry on rehearing. Prior to any Party seeking a withdrawal from this Stipulation pursuant to this provision, the Parties agree to convene immediately to work in good faith to achieve an outcome that

substantially satisfies the intent of the Stipulation or to propose a reasonable equivalent thereto to be submitted to the Commission for its consideration. Upon notice of termination or withdrawal by any Party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, a hearing shall go forward and the Parties will be afforded the full opportunity to present evidence through witnesses, to cross examine all witnesses, to present rebuttal testimony, and to brief all issues which shall be decided based upon the record and briefs as if this Stipulation had never been executed.

1. The Parties agree that the value of Ohio American's property used and useful in the rendition of water service (rate base) on a total company-wide basis is \$61,491,821 as set forth in Staff Report Updated Schedules A-1 and B-1.
2. Ohio American's total adjusted operating revenues for the test year are \$33,300,721; its total adjusted operating expenses are \$31,752,924; and its net operating income is \$1,547,797, as taken from Staff Report Updated Schedule C-2.
3. A net operating income of \$1,547,797 is insufficient to provide Ohio American with reasonable compensation for water service rendered to its customers.
4. The Parties agree that a just and reasonable increase in the revenue requirement for Ohio American is \$5,264,697 as reflected on updated Staff Report Schedule A-1 attached to this Stipulation as Stipulation Exhibit A. This Stipulation recognizes that pension expense and other post employment benefits expense were calculated in accordance with SFAS 87 and SFAS 106 respectively, and with the Commission's Findings and Orders in Case Nos. 87-2153-WW-AIR and 88-379-WW-AAM; and Case Nos. 93-369-WW-AAM and 92-2299-WW-AIR, respectively.

5. Ohio American is entitled to an overall rate of return of 8.12%, reflecting a cost of long-term debt 6.17%, a cost of preferred stock of 8.48%, and a return on equity of 10.88%.
6. The Parties agree that the rates are based upon the Parties' settlement of issues raised by Ohio American's application predicated upon a Test Year of April 1, 2007 to March 31, 2008 and a Date Certain of June 30, 2007 and the Staff's investigation. The Parties agree that rates will be effective with bills rendered after Commission approval and Ohio American's filing of the final compliance tariff pages.
7. The Parties discussed Applicant's tariff proposals and the tariff recommendations and changes to Applicant's proposals made by the Staff and OCC. Various tariff issues were discussed as a result of the Objections to the Staff Report. As a result of the discussions the following provisions were settled as follows:

Non sufficient funds charge	\$17.25
Account Activation Charge	\$23.10 (remains unchanged from the current charge)
Customer Charge	\$ 9.51 (for a 5/8" meter)
Third rate block, Water C	\$2.1115 ccf (represents the unit base cost for providing water)
Large quantity user rate, Water A	\$1.66/ccf (must use at least 2,000 ccf)
Mansfield systems' unmetered rate	\$78.77 Bi-monthly (derived from the average of Water A's metered customers' usage less \$2.20 representing the meter reading expense)

The revenues to be derived from Water A will total \$29,242,234, an 11.18% increase; from Water C will total \$5,170,009, a 30.37% increase; and from Wastewater will total \$4,153,175, a 36.94% increase.

New tariff pages, that comprise the final compliance tariff pages, reflecting the Parties agreements on tariff terms, are attached as Stipulation Exhibit B.

8. The Parties agreed that even though the Company purchased water from Portage County, the Company would not take advantage of a special surcharge pursuant to Ohio Revised Code Section 4909.17.1, but that water purchased from Portage County would be included in the overall cost of water and thus receive the same treatment as the purchased water from West Virginia American Water Company for the Lawrence County District and from Indiana American Water Company for the Preble County service area.
9. The Company agrees that in future rate filings, the cost distribution categories in the cost of service studies will be reconciled to the different class categories consistent with the Schedule E schedules. If the reconciliation is not contained in the studies and schedules at the time of the initial filing, the Commission may reject the filing. Ohio American will provide to Staff and OCC the COS studies and E Schedules electronically in Excel form as well as the customary hard copy form.
10. In its next application for a base rate increase, Ohio American will propose a step increase program that will provide for annual increases during the proposed step increase period during which the Company will not file for another base rate increase.
11. The Company will provide to the Parties its Five Year Capital Plan within six months of the issuance of the Opinion and Order in this case and updates on an annual basis thereafter.
12. In conjunction with its next application for a rate increase, Ohio American will include the following statement in its notice for newspaper publication regarding its application pursuant to section 4909.18(E) and 4909.19 of the Ohio Revised Code: "Residential customers may also contact the Office of the Ohio Consumers' Counsel for assistance

with questions or concerns about Ohio American's rate proposal at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org."

13. Based upon the objections filed by the Parties and the discussions Ohio American has had with the Parties, in an attempt to address their concerns and in recognition of their willingness to address the issues important to Ohio American in this proceeding, Ohio American makes the following commitments that apply throughout its service areas:

A. Budget Billing and Disconnection Notices:

Ohio American will notify its bi-monthly customers on their bills, of the availability of budget billing in accordance with its tariff, P.U.C.O. No. 15, First Revised Sheet No. 5. Ohio American will also modify its disconnection notices to include information about the medical certification form, how it can be obtained and how a qualified customer may apply for a medical certification.

B. Minimum Amount Owed for Disconnection:

Ohio American agrees that it will not physically disconnect a customer's service unless the amount owed is more than \$75.00. The Company will, however, continue its collection calls for all amounts owed.

C. Cost Benefit Analysis for a Customer Service Function at Local Offices:

Ohio American agrees to conduct a cost benefit analysis based on the Franklin County pilot of a limited customer service function to determine the costs of implementing a limited customer service function in three additional local offices. The Company will report the results of the cost benefit analysis to the Staff, OCC and Marion. The cost benefit analysis will consider the cost of operating the pilot in Franklin County, the customer utilization rate and develop a per customer cost. This analysis will be presented 12 months after the start up date of the Franklin County pilot.

D. Unaccounted-for-Water ("UFW"), Reporting, Reduction Commitment Category:

During the effective period of the Opinion and Order in this proceeding, Ohio American agrees to:

1. Actively pursue an unaccounted-for-water percentage equal to or less than 15% on a rolling 12-month average¹, taking into consideration the results of any Cost-Benefit Reports as referenced below.
2. Submit to Staff, OCC and Marion by the 15th of the month following the quarter, quarterly UFW reports for each system which shall include monthly system delivery quantities and the rolling 12 month average UFW as calculated).
3. Conduct a cost-benefit study outlining known and potential causes of UFW in each of the following systems: Ashtabula, Marion, Huber Ridge, Blacklick and Aurora East, including remedial actions and a timelines for remedying the causes of UFW and to determine the cost for achieving a 15% UFW level and the investment cost for achieving the greatest benefit for the investment and present the Cost-Benefit Report to the Staff within 60 days of the Opinion and Order in this case. Thereafter, the Company shall also conduct a benefit study outlining known and potential causes of any additional system that has UFW for water measurement greater than 15% for four (4) consecutive reporting quarters within 60 days of the end of the fourth quarter for the particular system.
4. Within 30 days of presenting the Cost-Benefit Report (or later if the Staff directs) meet with Staff, OCC and Marion to discuss the information

¹ Each reference in this Stipulation to 15% UFW is defined as a 15% UFW based upon a 12-month rolling average.

presented in the Cost-Benefit Report, the Company, Staff, OCC and Marion to determine what actions, if any, the Company should pursue to achieve at least a 15% UFW level in a particular system.

5. Within 60 days after the Cost-Benefit Report meeting date, present to the Staff with an Action Plan to implement the agreed-to activities in the Cost-Benefit Report and a timetable for each system. The Action Plan will have specific actions and milestones for completion of those actions.
6. Begin implementation of the Action Plan for the system within 30 days after the Action Plan is presented to, and approved by, the Staff.
7. Continue implementation of the Action Plan until the quarterly UFW value has been reduced to equal to or less than 15% of system delivery less allowable water use deductions; or until the expenditure of resources has met the cost-benefit value as determined in the Cost-Benefit Report.
8. Provide quarterly reports to the Staff, OCC and Marion on the progress of each system's Action Plan.
9. In its next case, Ohio American agrees to adjust the test-period chemical and power expense to reflect an amount no higher than an average 15% UFW level for each system.
10. In addition, if Ohio American is unable to meet a 15% UFW level for Marion within 12 months from the date of the Opinion and Order in this proceeding, it agrees to make a contribution of \$10,000 in the aggregate to Marion Community Action Center for distribution to low-income residential customers in Ohio American's Marion service area.

E. Leak Repair:

During the effective period of the Opinion and Order in this proceeding, Ohio American agrees to:

1. Repair service affecting leaks within 24 hours of confirmation that a leak exists.
2. Repair non-service affecting leaks within seven (7) days of confirmation that a leak exists.
3. Repair non-service affecting minor leaks (estimated to be one gallon or less per minute) that do not create a water stream on the surface of the ground within thirty (30) days of confirmation that a leak exists.
4. Ohio American will submit a quarterly Leak Log Report summarizing the status of each District's leaks' repairs and the status of their associated excavation restoration work. In the event leaks identified in items 1 through 3 above are not repaired within the specified time period, the Leak Log Report will provide a written explanation to the Staff regarding the factors that prevented the Company from completing the leak repair within the specified time period.

F. Communications with Customers:

Ohio American agrees to provide frequent communications to its customers through quarterly newsletters or bill inserts, to educate customers about the provision of water, conservation and general issues affecting water that some of the customers at the local public hearings raised. The topics will include:

- Budget billing
- Emergency preparedness
- Flushing information (including notice to customers to run water inside home to eliminate discoloration issues that may occur after flushing)
- Outside conservation
- Excavation restoration and care around work sites

- Inside conservation tips (that would include plumbing and pipe maintenance, care of hot water tanks and flushing it and water quality issues caused by the customer's plumbing and appliances)
- Cold weather preparation
- How to read the meter, the water bill and report or ask questions about the bill
- Explanation of chlorine in the water

Ohio American agrees to include the name and number of the PUCO and OCC on customer educational materials and information to the effect that residential customers may call the PUCO or OCC for assistance after calling the Company. Ohio American will provide copies of the educational materials to the Staff and OCC.

14. Lake Darby:

During the effective period of the Opinion and Order in this proceeding at an additional cost of approximately \$38,500, Ohio American agrees to:

- A. Continue to operate and maintain the Lake Darby Water Treatment Plant ion exchange softening process consistent with the American Water Works Association's *Water Treatment Operator Handbook*² and *Ion Exchange Treatment for Water*³ and according to federal and state regulations, as applicable.
- B. Install, operate and maintain an on-line analyzer to monitor the Lake Darby Water Treatment Plant's finished water hardness. The on-line unit will sample, measure and record one sample every two hours while the plant is running.
- C. Maintain a log documenting the operation, maintenance, and calibration of the on-line analyzers in conformance with the manufacturer's recommendations. If for any reason the on line analyzer is taken off line, the Company agrees to notify

² 2002 Edition.

³ 2006 Edition.

Staff as soon as possible and to increase the process control testing to at least three (3) samples per day with at least two (2) hours between samples until the online analyzer is repaired or replaced.

- D. Maintain the Lake Darby Water Treatment Plant finished water hardness measured at the Lake Darby Water Treatment Plant sample tap between 90 mg/L and 150 mg/L at least 95% of the time and on a monthly basis and report to the Staff the status of the samples monitored by the on-line analyzer.
- E. Collect, measure and record at least two (2) water hardness samples per week from the Lake Darby distribution water system and one water sample per day from the Lake Darby Water Treatment Plant's Ohio EPA approved water sample tap.
- F. Each month split and send to an independent Ohio EPA certified laboratory for testing one Lake Darby distribution water system sample and one Lake Darby Water Treatment Plant Ohio EPA approved water sample tap sample as described in E above. Document all sample collections as to location, date, time, and hardness results.
- G. Provide, within two billing cycles, an aggregate credit of \$1,000 available to Lake Darby customers for each month where the daily average finished water hardness levels measured at the Lake Darby Water Treatment Plant is **not** between 90 mg/L and 150 mg/L at least 95% on a monthly reporting basis for the samples monitored by an on-line analyzer or as measured by the alternate procedure described in paragraph C above.

15. Huber Ridge:

During the effective period of the Opinion and Order in this proceeding, Ohio American agrees to:

- A. Continue to operate and maintain the Huber Ridge Water Treatment Plant treatment processes consistent with the American Water Works Association's *Water Treatment Plant Operator Handbook*⁴ and *Reverse Osmosis and Nanofiltration* (Manual 46)⁵ and according to federal and state regulations, as applicable to maintain the finished water iron and manganese concentrations at or below their respective secondary maximum contaminant levels.
- B. Perform at least two (2) unidirectional flushings on the Huber Ridge water distribution system per calendar year. The Company agrees to notify the Staff and OCC two weeks in advance of the scheduled unidirectional flushings.
- C. Produce finished water measured at the Huber Ridge Water Treatment Plant tap that has an iron concentration less than or equal to (\leq) 0.3 mg/L and a manganese concentration less than or equal to (\leq) 0.05 mg/L for 95% on a monthly basis (rounded to the next smallest integer value) for the total number of finished water samples performed by a certified lab and reported to the Ohio EPA.
- D. The Company agrees to credit Huber Ridge customers a total aggregate of \$3,000 for each month that the Huber Ridge water treatment plant sample tap concentration for iron exceeds 0.3 mg/L and/or if the Huber Ridge water treatment plant sample tap concentration for manganese exceeds 0.05 mg/L more than 5% of the time in a calendar month as reported to the Ohio EPA.

⁴ 2002 Edition.

⁵ 2007 Edition.

- E. Save any pipe sample or service tap plug greater than 4" in diameter removed from the Huber Ridge water distribution system and label it as to its location and removal date.
- F. Notify the Staff and OCC of a sample's availability for inspection within 14 days of the taking of a new sample.
- G. Store and maintain the pipe sample or service tap plug greater than 4" in diameter for a period of 12 months from its date of removal after which time the Company may dispose of the pipe section.

16. Franklin County Commitment:

- A. Collection agencies: Ohio American agrees to actively solicit additional third party collection vendors in Franklin County, such as grocery store chains, in compliance with Ohio Administrative Code Rule 4901:1-15-17 (D) and to report its progress to the Commission Staff within sixty (60) days of the Order in this proceeding.
- B. Customer Service Function: At a cost estimated to be in excess of \$10,000, Ohio American agrees to implement as soon as possible an ancillary customer service function in the Franklin County District office on a pilot basis. There will be a customer service representative in the Franklin County office to permit our customers to come in to pay their bills. The office will be equipped with a night lock box for customers to make payments. Appropriate Ohio American employees would be trained, bonded and assigned these customer service duties and would have access to the Call Center's computer programs to access records and make service appointments.

17. Marion Commitment:

Ohio American agrees to assign one of its management team to continue communicating with the Marion City Engineer and/or the City Service Director at least once a month in a face-to-face meeting (unless the Marion City Engineer and/or the City Service Director prefer another method of communicating) with respect to restoration of property affecting city streets and other issues common to the Company and Marion. In addition,

- A. Ohio American shall keep detailed records that include the costs incurred and justification for projects that could have been completed in conjunction with the Marion's activities but for which the Company chose to act independently. Ohio American shall provide such records to the Marion upon request.
- B. Ohio American will reasonably restore (including leveling and seeding), as soon as weather permits, public and private property to the condition that existed prior to the Company's repair.
- C. When such repairs occur between May 1 and September 30, Ohio American shall, as soon as weather permits, fill the holes, wait for the settling of the fill (approximately 30 days), then fill and/or level as necessary prior to seeding. The repair process will be completed no later than 45 days from the date the work that necessitated the hole is completed.
- D. When Ohio American makes repairs from October 1 through April 30, it shall complete lawn restorations by June 30, as soon as weather permits.
- E. Further, Ohio American shall complete final road opening repairs by June 30, as soon as weather permits, when such road openings occur from October 1 through April 30.
- F. Road openings that occur between May 1 through September 30 shall receive final road opening repair no longer than 60 days from the road openings.

- G. At all times during any weather condition, Ohio American shall provide signs and other necessary markings, in accordance with the Ohio Manual of Uniform Traffic Control, to warn motorists and pedestrians of all such road openings.
- H. Immediately following Ohio American's repair, and until final road opening repair is completed and accepted by Marion, all road openings shall be promptly and completely filled and compacted with suitable materials and regularly maintained by Ohio American such that they remain in a condition that permits safe travel by the public over such opening. This maintenance includes, but is not limited to, the regular application and compaction of proper aggregate and/or asphalt cold patch to the road opening's surface to provide and maintain a surface level consistent with the surrounding undisturbed roadway.
- I. At any time, if such openings are found to be maintained in an unsuitable manner, the affected community/township shall give Ohio American 10-days' notice that it will make the necessary maintenance and require Ohio American to reimburse them if the maintenance is not completed by Ohio American within the 10-day notice period.
- J. Ohio American agrees to pay to the Marion Community Action Center \$200.00 per occurrence up to an aggregate of \$5,000 for each failure to make restorations in accordance with paragraphs B through I above.

18. Ashtabula Commitment:

- A. Within two (2) months of the Order in this proceeding, the Company will provide to Staff for approval a contingency emergency plan for making improvements to the Bunker Hill tank, in the event of a catastrophic failure of the tank, that will include a detailed list of equipment along with the specific vendor(s) of each piece

of equipment that might be required, a timetable for obtaining the equipment from each vendor and a plan for managing the distribution system so that water will be available throughout the Ashtabula system during the full or partial outage of the Bunker Hill storage tank.

- B. The Parties recognize that the Company has undertaken planning for an upgraded Ashtabula Water Treatment Plant and that engineering studies are well underway. The planning shall include a permanent solution for inspection and maintenance of the Bunker Hill storage tank. Within three (3) months from the Order in this proceeding, Ohio American will meet with the Staff and OCC with a preliminary report of its plans to upgrade the Ashtabula plant. The report will address the plan to update the pump pressure and controls to facilitate the inspection/maintenance of the Bunker Hill Storage tank and will include start and completion dates for improvements related to the tank with a permanent solution completion date of not later than June 30, 2011.

19. Mansfield Unmetered Systems Commitment:


The Company agrees that by the end of 2008, approximately one half of the customers in the ten Mansfield systems will have metered service available. Because a number of Mansfield customers have indicated a desire for metered service, Ohio American will survey those customers who have purchased inside water meters (used by the Richland County Department of Sewers to meter sewage disposal usage) to determine if they desire to use their meters for water usage in which case they would be subject to a meter reading surcharge of 35¢ (or whatever rate the Richland County Department of Sewers charges). If a majority of customers desires metered service and are willing to pay the

meter reading surcharge, Ohio American, in its next rate case, will propose a meter reading surcharge for Mansfield customers.

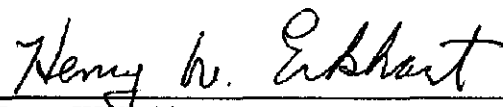
20. The Staff Report, Ohio American's application, updates, supplements and modifications thereto, the Company's and OCC's testimony which have been previously filed with the Commission, shall be admitted into evidence. The Company agrees to comply with those requirements of the Staff Report not referenced in this Stipulation. All written testimony of witnesses previously filed with the Commission shall be admitted into evidence in this proceeding without the necessity for each witness personally testifying at the hearing as to the authenticity and continuing veracity of their previously filed testimony. Each of the signatory Parties waives cross-examination of all the witnesses of the other Parties. The objections filed by the Parties to the Staff Report shall be withdrawn. The Parties retain all their rights under the Ohio Revised Code and the Ohio Administrative Code with regard to service quality, rates and other matters, including the right to seek remedies for any failures of the Company to comply with the Ohio Revised Code, the Ohio Administrative Code or other regulatory standards.
21. All notices required by law or by order of the Commission or its Attorney Examiner to be made and published have been properly made and published.

AGREED, this 3rd day of September 2008.

On behalf of the
STAFF OF THE PUBLIC UTILITIES
COMMISSION OF OHIO


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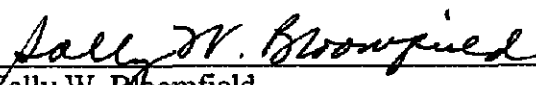
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On behalf of
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On behalf of
OHIO AMERICAN WATER COMPANY


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Ohio American Water Company
Case No. 07-1112-WB-AIR
Revenue Requirements

	Water A			Water C			Wastewater		
	Applicant (a)	Staff Lower Bound	Staff Upper Bound	Applicant (a)	Staff Lower Bound	Staff Upper Bound	Applicant (a)	Staff Lower Bound	Staff Upper Bound
(1) Rate Base (b)	\$ 48,544,085	\$ 47,688,239	\$ 47,688,239	\$ 7,210,187	\$ 7,021,140	\$ 7,021,140	\$ 6,827,361	\$ 6,782,442	\$ 6,782,442
(2) Adjusted Operating Income (c)	1,999,761	2,059,175	2,059,175	(115,806)	(327,739)	(327,739)	(99,244)	(183,639)	(183,639)
(3) Rate of Return Earned (3) / (1)	4.12%	4.32%	4.32%	-1.61%	-4.67%	-4.67%	-1.45%	-2.71%	-2.71%
(4) Rate of Return Recommended (d)	8.27%	8.12%	8.12%	8.27%	8.12%	8.12%	8.27%	8.12%	8.12%
(5) Required Operating Income (1) x (4)	\$ 4,014,596	\$ 3,872,285	\$ 3,872,285	\$ 596,281	\$ 570,117	\$ 570,117	\$ 564,623	\$ 550,734	\$ 550,734
(6) Income Deficiency (5) - (2)	2,014,835	1,813,110	1,813,110	712,087	897,856	897,856	663,887	734,372	734,372
(7) Gross Revenue Conversion Factor (e)	1.64825	1.621517	1.621517	1.66039	1.633481	1.633481	1.65391	1.628401	1.628401
(8) Revenue Increase Required (6) x (7)	3,220,952	2,939,989	2,939,989	1,182,342	1,466,631	1,466,631	1,098,009	1,195,854	1,195,854
(9) Revenue Increase Recommended	3,158,322	2,939,989	2,939,989	1,204,459	1,204,459	1,204,459	1,120,237	1,120,237	1,120,237
(10) Adjusted Operating Revenue (c)	26,409,693	26,302,245	26,302,245	4,003,529	3,965,850	3,965,850	3,060,190	3,032,926	3,032,926
(11) Revenue Requirements (9) + (10)	\$ 29,568,015	\$ 29,242,234	\$ 29,242,234	\$ 8,207,988	\$ 5,170,009	\$ 5,170,009	\$ 4,180,417	\$ 4,133,175	\$ 4,133,175
(12) Increase Over Current Revenue (9) / (10)	11.96%	11.18%	11.18%	30.08%	30.37%	30.37%	36.61%	36.94%	36.94%
Revenue Increase Agreed to for Stipulation Purposes			2,939,989			1,204,459			1,120,237
									5,264,697

- (a) Applicant's Schedule A-1
(b) Staff's Schedule B-1
(c) Staff's Schedule C-2
(d) Refer to Rate of Return Section
(e) Staff's Schedule A-1.1

Ohio American Water Company
Case No. 07-1112-WS-AIR
Rate Base Summary
As of Date Certain, June 30, 2007

	Water A			Water C			Wastewater		
	Applicant (a)	Staff (b)		Applicant (a)	Staff (c)		Applicant (a)	Staff (d)	
(1) Plant in Service	\$ 89,989,294	\$ 88,948,676	(b)	\$ 14,872,612	\$ 14,514,170	(b)	\$ 15,031,273	\$ 14,934,981	(b)
(2) Depreciation Reserve	(32,250,600)	(31,926,684)	(c)	(5,514,966)	(5,256,902)	(c)	(5,636,391)	(5,548,020)	(c)
(3) Net Plant in Service	57,738,694	57,021,992		9,357,646	9,257,268		9,394,882	9,386,961	
(4) Construction Work in Progress			(d)			(d)			(d)
(5) Working Capital Allowance			(e)			(e)			(e)
(6) Other Rate Base Items	(9,194,609)	(9,333,753)	(f)	(2,147,479)	(2,236,128)	(f)	(2,567,521)	(2,604,519)	(f)
(7) Rate Base (3) Thru (6)	\$ 48,544,085	\$ 47,688,239		\$ 7,210,167	\$ 7,021,140		\$ 6,827,361	\$ 6,782,442	

- (a) Applicant's Schedule B-1
(b) Staff's Schedule B-2
(c) Staff's Schedule B-3
(d) Staff's Schedule B-4, Subject to 10% Limitation
(e) Staff's Schedule B-5
(f) Staff's Schedule B-6

Ohio American Water Company
Case No. 07-1112-WS-AIR
Adjusted Test Year Operating Income

	Water A			Water C			Wastewater		
	Test Year Revenues & Expenses (a)	Staff Adjustments (b)	Adjusted Revenues & Expenses (c)	Test Year Revenues & Expenses (a)	Staff Adjustments (b)	Adjusted Revenues & Expenses (c)	Test Year Revenues & Expenses (a)	Staff Adjustments (b)	Adjusted Revenues & Expenses (c)
Operating Revenues									
Water Sales	\$ 25,548,984	178,614	25,727,598	3,867,074		3,867,074	3,182,905	(166,750)	3,016,155
Other Operating Revenues	572,354	2,293	574,647	98,475	1	98,476	4,561	11,718	16,279
Total Operating Revenues	26,121,338	180,907	26,302,245	3,965,549	1	3,965,550	3,187,466	(154,940)	3,032,526
Operating Expenses									
Operation & Maintenance	15,746,777	(542,027)	15,204,750	3,329,559	(290,329)	3,039,230	1,583,300	357,242	1,940,542
Depreciation & Amortization	2,941,331	(349,383)	2,591,948	458,103	(130,159)	327,944	433,775	(119,266)	314,509
Taxes, Other than Income	5,365,967	683,776	6,049,743	1,633,145	(440,850)	1,192,295	284,943	887,553	1,172,496
Federal Income Taxes	(269,903)	685,532	386,629	13,927	(300,111)	(286,184)	(48,088)	(162,894)	(210,982)
Total Operating Expenses	21,785,172	457,898	24,243,070	5,454,738	(1,151,449)	4,293,289	2,253,930	962,635	3,215,565
Net Operating Income	\$ 2,336,166	(276,991)	2,059,175	(1,489,189)	1,161,450	(327,739)	933,536	(1,117,175)	(183,639)

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

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

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	\$5.1399	15	\$6.8532
For the next	1,980	\$3.6969	1,485	\$4.9292
For all over	2,000	\$1.6600	1,500	\$2.2133

	100 Cubic Feet Bi-Monthly	Rate Per 100 Cubic Feet	1,000 Gallons Bi-Monthly	Rate Per 1,000 Gallons
For the first	40	\$5.1399	30	\$6.8532
For the next	3,960	\$3.6969	2,970	\$4.9292
For all over	4,000	\$1.6600	3,000	\$2.2133

Unmetered Rates

\$78.70 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"	\$9.51	\$19.02
3/4"	\$12.03	\$24.06
1"	\$17.06	\$34.12
1-1/2"	\$29.65	\$59.30
2"	\$44.75	\$89.50
3"	\$80.00	\$160.00
4"	\$130.34	\$260.68
6"	\$256.21	\$512.42

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	\$0.36090
or per 1,000 gallons	\$0.48120

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

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

1. DOMESTIC SERVICE

Water Customer Charge

For 5/8" meter	\$9.51	per Month
For 3/4" meter	\$12.03	per Month
For 1" meter	\$17.06	per Month
For 1 1/2" meter	\$29.65	per Month
For 2" meter	\$44.75	per Month
For 3" meter	\$80.00	per Month
For 4" meter	\$130.34	per Month
For 6" meter	\$256.21	per Month

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

First 13.33 Ccf	\$5.0449 per Ccf*	or per 1,000 gallons \$6.7265
Next 586.67 Ccf	\$3.0324 per Ccf*	or per 1,000 gallons \$4.0432
All over 600 Ccf	\$2.1115 per Ccf*	or per 1,000 gallons \$2.8153

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.60070 per Ccf*

Reverse Osmosis Surcharge (applies to Blendon Township Only) \$1.19220 per Ccf*

2. NON-DOMESTIC SERVICE:

Water Customer Charge

For 5/8" meter	\$9.51	per Month
For 3/4" meter	\$12.03	per Month
For 1" meter	\$17.06	per Month
For 1 1/2" meter	\$29.65	per Month
For 2" meter	\$44.75	per Month
For 3" meter	\$80.00	per Month
For 4" meter	\$130.34	per Month
For 6" meter	\$256.21	per Month

Water Consumption Charge - Basic Water Service:

First 13.33 Ccf	\$5.0449 per Ccf*
Next 586.67 Ccf	\$3.0324 per Ccf*
All over 600 Ccf	\$2.1115 per Ccf*

Softening Surcharge (Only applies to the Lake Darby and Worthington Hills Service Areas) \$0.60070 per Ccf*

Reverse Osmosis Surcharge (applies to Blendon Township Only) \$1.19220 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	\$9.51	per Month
For 3/4" meter	\$12.03	per Month
For 1" meter	\$17.06	per Month
For 1 1/2" meter	\$29.65	per Month
For 2" meter	\$44.75	per Month
For 3" meter	\$80.00	per Month
For 4" meter	\$130.34	per Month
For 6" meter	\$256.21	per Month

Sewer Consumption Charge:

First 13.33 cubic feet	\$8.2600	per Ccf*
or per 1,000 gallons	\$11.0133	
Next 586.67 cubic feet	\$5.8340	per Ccf *
or per 1,000 gallons	\$7.7787	
Over 600 cubic feet	\$2.2772	per Ccf *
or per 1,000 gallons	\$3.0363	

Domestic Customers without Ohio American water service	\$49.39	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	\$9.51	per Month
For 3/4" meter	\$12.03	per Month
For 1" meter	\$17.06	per Month
For 1 1/2" meter	\$29.65	per Month
For 2" meter	\$44.75	per Month
For 3" meter	\$80.00	per Month
For 4" meter	\$130.34	per Month
	\$256.21	per Month

Sewer Consumption Charge:

First 13.33 cubic feet	\$8.2600	per Ccf*
or per 1,000 gallons	\$11.0133	
Next 586.67 cubic feet	\$5.8340	per Ccf *
or per 1,000 gallons	\$7.7787	
Over 600 cubic feet	\$2.2772	per Ccf *
or per 1,000 gallons	\$3.0363	

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 and Non-Domestic sewer customers providing service to apartment buildings that have five or more residential units in a building.

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 and Sheet 3A.

For domestic 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.

For Non-Domestic customers who have not been provided service for all three Winter Period months and thus have not established a Winter Period Average Usage. This Summer/Winter Sewer Usage Formula shall not apply until the customer has an established Winter Usage Average.

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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ISSUED BY: DAVID K. LITTLE, PRESIDENT
Ohio American Water Company
365 East Center Street, Marion, Ohio 43302

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 sixty-one dollars (\$61.00) 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 seventeen dollars and twenty-five cents (\$17.25) 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 \$1.66 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	\$8.25	\$99.00
2-1/2" Diameter	12.94	155.28
3" Diameter	18.57	222.84
4" Diameter	32.99	395.88
6" Diameter	74.28	891.36
8" Diameter	132.09	1,585.08
10" Diameter	206.37	2,476.44
12" Diameter	297.16	3,565.92

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 \$1.0100 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 \$1.0100 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. Nothing within the Company's tariff shall take precedence over the rules set forth in Ohio Administrative Code Chapter 4901:1-15, unless otherwise specifically ordered by the Commission pursuant to Ohio Administrative Code Rule 4901:1-15-02.

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.)

- (Q) "House Connection" is a pipe carrying sewage from a premises to a company sewer main.
- (R) "Main Extension" means an extension, including any fire hydrants if fire protection is provided, from the nearest existing adequate main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension.
- (S) "Manager" means the highest ranking employee of the Company with direct responsibility for the Ohio American Water Company.
- (T) "Nondomestic Service" is the discharge of other than domestic sewage into the Company's sewer system.
- (U) "Nondomestic Sewage" is all sewage other than domestic sewage, including but not limited to, commercial or industrial wastes
- (V) "Outage" means any interruption of a company system, other than a customer service line, which causes the cessation of service.
- (W) "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.

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2. DEFINITIONS (Cont.)

- (X) "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.
- (Y) "Public Fire Service" is a service provided to governmental entities through facilities from which water is taken only for the extinguishment of fire.
- (Z) "Related Facilities" means all fittings, valves, connections, and other facilities associated with the main extension and required in accordance with reasonable utility engineering practices to provide service to a point perpendicular to the most remote structure to be served fronting the main extension.
- (AA) "Sewer" is the pipe for carrying sewage and other liquid waste.
- (BB) "Superintendent" means the highest ranking employee of the Company with direct responsibility for the Company Sewer System or his/her designee.
- (CC) "Tap-in" means the connecting of a Company Service Pipe to the water distribution or sewer collection main.
- (DD) "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.
- (EE) "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.

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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 Customer has the right to be notified of the scheduled test date. The Customer or Customer's representative may be present when the meter test is performed.

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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12. TERMS AND CONDITIONS OF BILLING AND PAYMENT

- (A) Private fire service charges shall be payable monthly.
- (B) All general water and/or sewer service charges will be billed in arrears for periods ending at such dates as may be determined by the Company according to the following schedule:

<u>County District</u>	<u>Customer Class</u>	<u>Frequency of Billing</u>
Ashtabula	All	Bi-Monthly and Monthly
Lawrence County	All	Bi-Monthly and Monthly
Marion	All	Bi-Monthly and Monthly
Tiffin	All	Bi-Monthly and Monthly
Franklin County	All	Monthly
Portage County	All	Monthly

- (C) Special charges shall be payable upon demand.
- (D) All bills for water and/or sewer service are due and payable at the time specified on the bill at the office of the Company, or at a designated branch collecting agency, and are considered delinquent if not paid within (15) days thereafter. Failure to pay will render the Customer subject to discontinuance of service and to a charge for reconnecting service. If any bill for water and/or sewer service is not paid within twenty-two (22) days following the submission thereof, the service may be discontinued upon fifteen (15) days' notice as provided in Section 13 (E).
- (E) All bills will be sent to the address entered in the Application unless the Company is notified in writing by the Customer of any change of address.
- (F) Customers are responsible for furnishing the Company with their correct addresses. Failure to receive bills will not be considered an excuse for non-payment nor permit an extension of the date when the account shall be delinquent.
- (G) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered. 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.
- (H) If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty (30) days or on the next bill.

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

- (I) 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.
- (J) Where one service pipe is used for both general and fire purposes, separate charges will be made for each type of use, in accordance with the applicable schedule of rates, the charge for private fire protection service being based on the schedule of Rates for Private Fire Protection or Private Fire Service, and that for general water meter service being based on the consumption through and the size of the meter or meters installed.
- (K) 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.
- (L) 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.

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

(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.

(D) In all other instances the Company will not discontinue the service of any Customer, unless written notice of at least fifteen (15) days is given following twenty-two (22) days from the submission of any bill, mailed to such Customer at his address, or personally delivered to the customer's premise, advising the Customer of the reason for disconnection and recommending that the customer call the company regarding a deferred payment plan. If personal service cannot be accomplished at that time, then the notice shall be securely attached to the premises in a conspicuous manner. Subject to the foregoing provisions, service rendered under any application, contract, or agreement may be discontinued by the Company for any of the following reasons:

- I. 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;
- II. For any violation of, or failure to comply with the provisions of the Company's tariff other than stated in Section 13 (B);
- III. For misrepresentation in the application as to any material fact;
- IV. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
- V. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

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

- (E) Water and/or sewer service may not be refused or disconnected to any Customer or refused to any applicant for service for any of the following reasons:
- I. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former Customer(s) continues to reside at the premises;
 - II. Failure to pay for a class of service different from the service provided for at the location of the account;
 - III. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute; or
 - IV. Failure to pay any charge not specified in the Company's tariff.
- (F) When the Company has discontinued customer service under its Tariff, by turning off the curb stop and this proves to be unsuccessful, the Company may take whatever actions are necessary to physically disconnect service. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.

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21. EXTENSION OF MAINS

- (A) Except and to the extent otherwise provided in any franchise agreement between the Company and any governmental unit in the Company's service area, the Company shall extend mains and related facilities to serve new Customers in accordance with the Company's tariff and Rule 4901:1-15-30 (Main Extensions and Related Facilities) and Rule 4901:1-15-31 (Subsequent Connections, Service Connections and Tap-ins) of the Ohio Administrative Code, as amended from time to time, adopted by the Public Utilities Commission of Ohio and in accordance with the provisions of the main extension agreements set forth on Sheets Nos. 63-88. New customers who select the any of the main extension agreements must provide a bond to guarantee the guaranteed revenue requirement specified in the revenue guarantee agreement.
- (B) The Company will install main extensions through its employees or agents. The Company will also permit a developer or applicant requesting a main extension to install same in accordance with the Company's specifications and transfer same to the Company as the deposit under a main extension agreement. The cost of a main extension installed by a developer or applicant shall also include the Company's actual engineering, inspection, other labor-related and administrative costs that are part of the cost of a main extension installed by the Company.
- (C) All agreements entered into concerning main extensions (whether the deposit or the revenue guarantee agreements) and/or related facilities funded by contributions and/or advances in aid of construction shall be in writing and signed by the Company and the parties involved, or the duly authorized agents of each.

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- (V) Governmental Authorities: In the event laws or regulations enacted by governmental authorities supersede Section 28.B for water supply emergencies, the Company is authorized to collect fines, terminate water service and otherwise comply with any such laws or regulations.

29. INCORPORATION OF PROVISIONS IN SERVICE CONTRACT

The foregoing tariff provisions shall, upon accepting service, constitute a part of the contract with each Customer of the Company, and every such Customer shall be considered as having expressed consent to be bound thereby, the same as if such provisions were copied and embodied in all contracts and applications for water and/or sewer service.

30. COMPLAINT AND COMPLAINT HANDLING PROCEDURES

- (A) Ohio American will accept and process both written and oral complaints.
- (B) Ohio American will investigate each complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.
- (C) Complaint records will be kept in accordance with Commission rules.
- (D) If the complainant is not satisfied with the Company's report(s), the Company shall promptly inform the Customer of the availability of the Commission's complaint handling procedures, including the Commission's address and toll-free telephone number to the Commission's call center.
- (E) Ohio American will make a fair and complete investigation of any customer's complaint referred by the Commission.
- (F) Ohio American will submit a report to the Commission within ten (10) business days after receiving a Commission request for information concerning a complaint. The report will outline the Company's investigation and any corrective measure(s) taken. Written reports will be submitted in writing as requested by the Commission.

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FOURTH: Within a reasonable time after the Main Extension is placed in service, the WATER COMPANY shall furnish to the DEPOSITOR a statement setting forth the total actual costs incurred in the construction of the Main Extension. In the event that the estimated cost exceeds the actual cost of the Main Extension, as shown by such statement, the WATER COMPANY shall refund to the DEPOSITOR, at the time such statement is rendered, which shall not be later than 60 days following placement in service of said Main Extension, an amount equal to such excess of the estimated cost over such actual cost. If the estimated cost shall have been less than the actual cost of the Main Extension, as shown by such statement, then that additional cost shall be billed to the DEPOSITOR by the WATER COMPANY and be paid within 60 days following placement in service of said Main Extension. The amount of such refund or additional cost shall be credited or debited, as the case may be, by the WATER COMPANY, to the DEPOSITOR'S Refundable Extension Deposit Account. The DEPOSITOR'S Refundable Extension Deposit Account shall be reduced by the amount of the tax so that only the adjusted deposit shall be subject to refund. The amount of such tax adjustment shall be determined in accordance with Ohio Administrative Code rule 4901:1-15-30(H)(2).

FIFTH: The WATER COMPANY expressly reserves and shall have the right in the construction and installation of the Main Extension to determine the size of the main required to supply the needs of the DEPOSITOR based on sound engineering principles, and further, shall also have the right to use, lay, and install pipe of a larger diameter than the size contemplated by this Agreement and as shown on the drawing attached hereto, provided, however, that any adjustment between the Deposit and the cost of such Main Extension as herein above provided in paragraph FOURTH of this Agreement, shall be based upon and adjusted to the pipe diameter specified in paragraph FIRST of this Agreement and shown on the drawing attached hereto.

SIXTH: The present estimated cost of the extension is _____ Dollars, and is subject to revision after _____. The total front footage of property capable of receiving service and abutting the Main Extension which is not represented by a DEPOSITOR under this Agreement is _____ feet.

SEVENTH: During the first fifteen (15) years after the date upon which the Main Extension is placed in service, the WATER COMPANY hereby agrees to refund to the DEPOSITOR in the following manner:

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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 5:00 p.m. weekdays, or visit the PUCO website at 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

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 the Ohio American Water Company or the Public Utilities Commission of Ohio. 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.

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 \$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 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 \$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

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
PO Box 94551
Palatine, IL 60094-4551

For Service To: [REDACTED]

000705 1470 334 07050/0500705 003 1 PUCQW



ACCOUNT NUMBER	[REDACTED]
AMOUNT DUE	\$33.26
DUE DATE	Aug 26, 2008
Due After	
Sep 02, 2008	\$34.92
Please retain this portion with check	
Pay to the address below	

Ohio American Water
PO Box 94551
Palatine, IL 60094-4551



Customer Account Information

For Service To: [REDACTED]

Account Number
Premises Number

Billing Period & Meter Information

Billing Date: Aug 26, 2008
Billing Period: From 08/01/08 To 08/25/08
Next reading on meter: 09/01/08
Rate Type: [REDACTED]

Meter reading on current billing period:
Meter Number: [REDACTED]

Billing Summary

Amount Due	\$33.26
Payment	-33.26
Total Due	\$0.00
Service Charge	18.82
Water Meter	13.44
Public Utilities	32.26
Water Meter	-1.00
Service Charge	-1.00
Total Due	\$33.26

Water Usage Comparison

Month of Service: [REDACTED]

Month	Usage
Aug 2008	[REDACTED]
Jul 2008	[REDACTED]
Jun 2008	[REDACTED]
May 2008	[REDACTED]
Apr 2008	[REDACTED]
Mar 2008	[REDACTED]
Feb 2008	[REDACTED]
Jan 2008	[REDACTED]
Dec 2007	[REDACTED]
Nov 2007	[REDACTED]
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