

FILE

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September 26, 2008

Ms. Renee Jenkins
Chief of Docketing
The Public Utilities Commission of Ohio
180 East Broad St.
Columbus, Ohio 43266-0573

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PUCO

Re: In the Matter of the Application of Aqua Ohio, Inc. to Amend Tariff Pages to its Struthers Division Tariff, Case No. 08-842-WW-ATA

Aqua Ohio, Inc., Tariff Case No. 89-7028-WW-TRF

Dear Ms. Jenkins:

In accordance with the Commission's Opinion and Order in Case No. 08-842-WW-ATA, issued on September 10, 2008, please find enclosed four (4) final copies of the approved Revised Tariff Sheets as listed below. One copy is for the tariff docket, one copy for the case docket, with the remaining two copies for distribution to the Rates and Tariffs, Energy and Water Division of the PUCO. The required documents are attached in the following order:


1. Struthers Division Master Tariff P.U.C.O. No. 2, Section 2, Eleventh Revised Sheet No. 1, Canceling Tenth Revised Sheet No. 1
2. Struthers Division Master Tariff P.U.C.O. No. 2, Section 2, Sixth Revised Sheet No. 3, Canceling Fifth Revised Sheet No. 3
3. Struthers Division Master Tariff P.U.C.O. No. 2, Section 2, Twenty-Seventh Revised Sheet No. 4, Canceling Twenty Sixth Revised Sheet No. 4
4. Struthers Division Master Tariff P.U.C.O. No. 2, Section 2, Eighth Revised Sheet No. 5, Canceling Seventh Revised Sheet No. 5
5. Struthers Division Master Tariff P.U.C.O. No. 2, Section 2, Sixth Revised Sheet No. 6, Canceling Fifth Revised Sheet No. 6
6. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-2, Third Revised Sheet No. 1, Canceling Second Revised Sheet No. 1

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7. Struthers Division Master Tariff P.U.C.O. No.2, Section 3-2, Original Sheet 1-A
8. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-2, Third Revised Sheet No. 2, Canceling Second Revised Sheet No. 2
9. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-2, Fifth Revised Sheet No. 4, Canceling Fourth Revised Sheet No. 4
10. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-2, Fourth Revised Sheet No. 5, Canceling Third Revised Sheet No. 5
11. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-3, Third Revised Sheet No. 1, Canceling Second Revised Sheet No. 1
12. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-3, Fourth Revised Sheet No. 2, Canceling Third Revised Sheet No. 2
13. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-6, Second Revised Sheet No. 2, Canceling First Revised Sheet No. 2
14. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-6, Third Revised Sheet No. 3, Canceling Second Revised Sheet No. 3
15. Struthers Division Master Tariff P.U.C.O. No. 2, Section 3-6, Third Revised Sheet No. 4, Canceling Second Revised Sheet No. 4
16. Summary of Customer Rights and Obligations.

If you have any questions, please feel free to contact me.

Very truly yours,


Mark S. Yurick
Counsel for Aqua Ohio, Inc.

Enclosures

cc: Rich Hideg/Aqua Ohio Inc.

MASTER TARIFF P.U.C.O. NO. 2

SUBJECT INDEX

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 In accordance with the Public Utilities Commission of Ohio
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MASTER TARIFF P.U.C.O. NO. 2**SUBJECT INDEX**

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MASTER TARIFF P.U.C.O. NO. 2**SUBJECT INDEX** (Continued)

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<u>Description</u>	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
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SUBJECT INDEX

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MASTER TARIFF P.U.C.O. NO. 2

GENERAL REGULATIONS GOVERNING SERVICE

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

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MASTER TARIFF P.U.C.O. NO. 2

GENERAL REGULATIONS GOVERNING SERVICE

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

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MASTER TARIFF P.U.C.O. NO. 2

GENERAL REGULATIONS GOVERNING SERVICE (continued)

11. Disconnection Procedure:

- A. Service may be refused or disconnected to any customer or refused to any applicant for service as stated in this paragraph. In any instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.
- 1) No notice is required in any of the following instances:
 - (a) For tampering with any main, service line, meter, curbstop, curb box, seal, or other appliance under the control of, or belonging to, the Company;
 - (b) For connecting the service line or any pipe directly or indirectly connected to it, with any other source of supply or with any apparatus which may in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system; or
 - (c) For any other violation or failure to comply with, the regulations of the Company, which may in the opinion of the Company or any public authority, create an emergency situation.
 - 2) The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:
 - (a) For the use of water for any purpose not stated in the application, or for the use of service upon any premises not stated in the application or...

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MASTER TARIFF P.U.C.O. NO. 2

GENERAL REGULATIONS GOVERNING SERVICE (continued)

B.

- 5) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to the certification provisions as specified in Rule 4901:1-15-27 of the Ohio Administrative Code.

C. Those Company employees who normally perform the termination of service will be authorized to either:

- 1) Accept payment in lieu of termination;
- 2) Be able to dispatch an employee to the premises to accept payment; or
- 3) Be otherwise able to make available to the customer a means to avoid disconnection.

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

12. In any case in which two or more customers are supplied through one service line and the Company is entitled under Subsection 11, above, to discontinue service to any or all of them, the Company shall notify the customer (s) of non-compliance with the provisions of Section 3-5, Sheet No.1, paragraph 3 and Section 3-6, paragraph 3 of this tariff. Customer shall have thirty (30) days to comply with said provisions or be subject to disconnection. The Company shall have the right to access the customer service line and meter to isolate the customer (s) whose actions/inactions subject the customer to disconnection.

13. If a customer whose service has been disconnected for non-payment of bills or for violation of or failure to comply with regulations of the Company desires a reconnection, such reconnection may only be made after the customer:

- a) Has paid the full amount of arrears for which service was disconnected; or
- b) Has made a deferred payment plan between the customer and the Company; and
- c) Has paid a reconnection or turn-off fee as set forth on each Division's rate schedule included in Section 4 of this Tariff; and

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MASTER TARIFF P.U.C.O. NO. 2

GENERAL REGULATIONS GOVERNING SERVICE

- d) Has corrected any condition in violation of the regulations of the Company; and
- e) Has made or maintained a deposit in accordance with Section 3-4; paragraph 4 of this Tariff.
- f) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, by the close of the following regular Company business day.
- g) If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
 - i. If reinstatement of service is requested the same day, the customer must notify the Company no later than twelve thirty p.m., and the customer must make payment in the Company's business office or provide proof of payment; and
 - ii. The Company may require that the customer sign an agreement to pay the Company's incurred costs for reinstatement of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the customer's next billing at the Company's discretion.

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

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

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

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

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

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MASTER TARIFF P.U.C.O. NO. 2

BILLS AND PAYMENTS FOR SERVICES

1. A customer is liable for the payment for all water and water service supplied to his premises.
2. All bills for charges due to the Company shall be paid to its office, or to any duly authorized agent of the Company.
3. Bills will be mailed or delivered to the customer at the address of the premises served, unless the customer shall, in writing, request that they shall be sent to some other address specified by him, but failure to receive a bill shall not relieve the customer from obligation to pay the same when due. Residential bills for water service become delinquent not less than fifteen (15) days after the billing date thereof. Non-residential bills for water service become delinquent not less than twenty-one (21) days after the billing date thereof. Water service may be shut off not less than fourteen (14) days after the Company mails a disconnection notice informing the customer of the delinquent bill. All bills shall be mailed no later than the billing date as required by Rule 4901:1-15-24(A), OAC.
4. The late payment fee will not be charged if mailed on or before the past due date indicated on the bill. The post office date stamped by the sending office will determine the mailing date of the customer's payment. The envelope in which such payment has been mailed may be preserved by the Company; and where payment is made after the past due date, the Company may credit the amount enclosed to the customer's account and add the late fee.
5. The past due date of a customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday or a legal holiday.
6. In case a customer shall file written objection to any bill on or prior to the due date of the bill, the Company will accept payment of the bill within five (5) days after the customer has been notified of the results of the Company's investigation made in response to the complaint.
7. Bills for water service (except final bills on discontinuance of service) will be rendered monthly, and in the case of metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered. Bills for private fire protection service shall be rendered in advance.
8. In cases in which a meter cannot be read, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length for service rendered to the same premises, or if that cannot be ascertained, then to similar premises. If a meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific customer. If consumption history for the customer does not exist, the same system class average consumption shall be used. If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty days or on the next bill. The Company shall allow a customer up to the same period of time for which the customer was previously undercharged to pay any additional charges found proper due to inaccurate meters or incorrect bill calculation, unless the inaccuracy is caused by the customer.

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MASTER TARIFF P.U.C.O. NO. 2

9. A customer desiring water service to be discontinued temporarily to a premises used or occupied for only part of the year shall so notify the Company. Such premises, save and except public parks, public playgrounds, educational buildings and facilities, boulevards, and open spaces being furnished water service solely for lawn sprinkling or other irrigation purposes, shall, however, remain subject to continuous year-round charges at tariff rates.
10. At such time as the Company is notified of the change in tenancy or ownership, requiring the filing of a new application for water service, whether such notice is given by the old customer or otherwise, the Company shall make a final meter reading and shall render a final billing. The customer in whose name the account stands at the time such final bill is rendered shall be liable for said final bill. Service to the premises will not be restored until application is made by a new customer. Other occupants of the premises shall not be held liable for the payment of the water service contract between the Company and the person whose name the service is in, if the person whose name the service is in vacates the premises
11. Bills rendered upon termination of the contract must be paid on or before the past due date indicated on the bill. When not so paid, the past due amount becomes due and payable.

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MASTER TARIFF P.U.C.O. NO. 2

METERED SERVICE (continued)

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

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

4. The Company shall read each customer's meter at least once each three-month period unless access to the meter is unobtainable. The Company must read each customer's meter at least once per year. The reader of a generator-type remote meter device does not satisfy the requirement.
5. All meters placed in buildings shall be located in the basement, or if there is no basement, then in the first floor, as near as possible to the point of entrance of the service line, in a clean, dry, safe place, not subject to great variation in temperature, so located as to be easily accessible for installation or disconnection and for reading, and suitable for the purpose.
6. Each meter shall be located at a point approved by the Company so as to measure the entire supply delivered to the premises served, and a proper place and protection for the meter shall be provided. A stop-cock or valve approved by the Company shall be provided on the service line on the inlet side of and near the meter, and a stop-cock or valve on the outlet side of and near the meter. A suitable check valve shall be provided between the meter and the stop-cock or valve on the outlet side of the meter, if required by the Company to prevent water backing up through the meter. If a check valve is required, a safety valve must be inserted at some convenient point on the house piping to relieve the excess pressure due to heating water. The control of the water supply by the customer shall be by means of the separate stop-cock or valve, to be provided by the customer, located at the outlet side of the meter.
7. Curb stops and all other stop-cocks and valves between the main and the meter are for the exclusive use of the Company and shall not be used by the customer for turning on or shutting off the water supply.

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MASTER TARIFF P.U.C.O. NO. 2

METERED SERVICE (continued)

8. Meters will be maintained by the Company so far as ordinary wear and tear are concerned. Damages resulting from freezing within the customer's premises; hot water backflow, or negligence or purposeful act of the customer shall be paid by the customer. Costs for removing, testing, repairing and reinstalling a meter damaged by freezing, hot water or negligence or purposeful act of the customer shall be paid by the customer.
9. The Company reserves the right to remove and test any meter at any time, and substitute another meter in its place. In case of a disputed charge for service involving a question as to the accuracy of a meter, such meter will be removed for test upon the request of the customer and a charge shall be made as set forth in Item 10, Section 3-6 of this Master Tariff. In the event that the meter so tested is found to have an error in registration greater than the limits set forth in Item 9c) below the fee advanced will be refunded within thirty (30) days, and the bill shall be corrected accordingly. The correction shall apply both for over and under registration.
 - a) All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in the size and design for the type of service which they measure and shall be accurate in accordance with AWWA Standards for displacement and turbine type meters.
 - b) The minimum, intermediate and maximum test flow limits for positive displacement and turbine type cold water meters are as specified in the most current AWWA Manual M6.
 - c) Displacement meters shall be tested at each of the rates of flow stated above for the various size meters. A new meter shall not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over-registers or under-registers more than 1-1/2% at the intermediate and maximum limit. A repaired meter shall not be placed in service if it registers less than 90% of the water passed through it at the minimum test flow or over-registers or under-registers more than 1-1/2% at the intermediate and maximum limit.
 - d) All meters tested in accordance with these rules for periodic or complaint tests shall be tested in the condition as found in the customer's service prior to any alteration or adjustment in order to determine the average meter error. Tests shall be made at the intermediate and maximum rates of flow and the meter error shall be the algebraic average of the errors of the two tests.
10. If any customer requests a meter test the company will perform an on site or bench meter test once every three years without charge. The meter test shall be performed within thirty days from the request. The company may request a reasonable justification for a meter test. The Company or any customer may request that a meter test be performed in the presence of a staff member of the Commission. The customer also has the right to be present. Results of an on site meter test shall be provided to the customer at the time of the test. Should the on site meter test indicate primary meter inaccuracy, the primary meter shall be removed and bench tested in accordance with the accuracy standards set forth in Section 3-6 item 9. If a customer requests additional meter tests within a three year period the charge for the test shall be \$10.00 for meters up to and including 3/4" in size, at actual cost to the Company for all meters over 3/4" in size. All charges will be paid in advance. If the meter fails to meet the specifications, the advanced charge will be refunded within thirty (30) days.
11. If the Company finds that as a result of the customer's willful act a meter seal has been broken, or any bypass inserted, or there is other evidence that the meter has been tampered with, the water may be shut off.

Issued: September 26, 2008

Effective: September 26, 2008

Issued by Walter J. Pishkur, President, Aqua Ohio, Inc.
In accordance with the Public Utilities Commission of Ohio
Order Dated September 10, 2008 for Case No. 08-842-WW-ATA

MASTER TARIFF P.U.C.O. NO. 2

METERED SERVICE (continued)

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

- a) A reconnection or turn on fee as set forth in the rate schedule included in Section 4 of this Tariff.
- b) The cost to restore the meter to proper working order.
- c) The cost of the estimated quantity of water used based on the usage history for a comparable period of time. Unless the Company can prove that tampering existed for greater than a three month period, the Company shall not back bill for a period exceeding three months, or one quarter.
- d) The Company shall allow a customer up to the same period of time for which the customer was previously undercharged to pay any additional charges found proper due to inaccurate meters or incorrect bill calculation, unless the inaccuracy is caused by the customer.

Issued: September 26, 2008

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AQUA OHIO, INC.

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

SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

DEAR CUSTOMER:

As an Aqua Ohio, Inc. customer, you have certain rights and obligations, which are summarized below. We suggest you keep this for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with a safe and dependable water service.

- (1) You have the right to have any inquiry or complaint handled courteously and promptly by the Company. An inquiry or complaint can be made to the Company either in writing to 762 W. Lancaster Ave. Bryn Mawr, PA 19010 or by calling 877.987.2782. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.
- (2) Installation of Service Lines-
 - (A) The application for the installation of a Company service line must state the uses to which the water is to be applied, and the correct lot and street number or other complete identification of the premises to be supplied.
 - (B) The application for installation of a Company service line will be accepted subject to the condition that there shall be a water main fronting the premises to be served. When such condition does not exist, it will be necessary for the applicant first to enter into a main extension agreement with the Company pursuant to the provisions contained in Section 3-7 of the Company's Master Tariff, entitled "Extension of Mains".
 - (C) A Company service line may not be used to supply more than one premises, except in special cases where the Company has approved outside meter settings.
 - (D) Service lines shall be installed to provide for inside meter settings, except in special cases where the Company has approved outside meter settings.
 - (E) The curb stop or outside meter vault shall be installed at a place designated by the Company between the curb line and the property line.
 - (F) Curb stop or valves in the Company's service lines are for the exclusive use and under the exclusive control of the Company.

- (G) The customer service line is the water line and related facilities from the Company service line to the premises to be served. The customer shall at his expense install, maintain and repair the customer service line. When a leak in the customer service line is discovered, the Company shall give the customer fourteen (14) days written notice of disconnection. Within such time, the customer must make repairs. However, if the leak in the customer service line, in the opinion of the Company, is considered an emergency, no notice of disconnection shall be required.
- (H) If a Company service line is to be installed where any portion of the line must pass through property not owned by the customer, the customer must assume full responsibility for acquiring the right to pass through such property.
- (I) When the installation of a customer service line has been completed, the customer shall leave the service line turned off.
- (J) The customer service line shall be laid at a depth of not less than four and one-half feet no more than five feet below ground level. The service line shall be not less than 1-inch nominal size and shall be either "Type K" copper tubing or other Company-approved water pipe.
- (K) The customer service line may be laid in a separate trench or it may be laid on a ledge on either side of the sewer trench. Said ledge shall be out into the sewer trench so as to provide a shelf six inches wide of solid firm soil for the entire length of the pipe. The customer shall leave the trench open and pipe uncovered until it is inspected and approved by the Company representative.
- (L) The Company service line is the water line and related facilities from the water main to and including the curb stop at or near the property line. The Company service line shall be owned, operated and maintained by the Company.
- (M) Service line installation work shall be performed in accordance with specifications and requirements of the Company. All costs of material and installation required to serve applicant's lot shall be the responsibility of the applicant (see exception below) and the applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company for all service line installation work. The Company will only pay for costs of residential service lines from the main to a shut-off at or near the curb when one (or both) of the following criteria exist: a) the main extension was in service at 12/31/03 and/or b) the applicant for service was previously served by an individual well. Where a service line is to be installed in a paved or improved street, the cost of removing and replacing the street surface shall also be paid by the customer. In no event shall these provisions require anything more than reimbursement to the Company of the actual out-of-pocket cost of connecting the service.

(3) Bills and Payments for Service-

- (A) The customer is liable for the payment of all water and water service supplied to his/her premise.

- (B) All bills for charges due to the Company shall be paid to its office, or to any duly authorized agent of the Company.
- (C) Bills will be mailed or delivered at the address of the premises served, unless the customer shall, in writing, request that they be sent to some other address specified, but failure to receive a bill shall not relieve the customer from the obligation to pay the same when due. Each bill for water service becomes delinquent not less than fifteen (15) days after the billing date which shall be no earlier than the postmark on the billing mailer. Water service may be shut off not less than fourteen (14) days after the Company mails a disconnection notice informing the customer of the delinquent bill.
- (D) The net amount of the customer's bill will be accepted if mailed on or before the past due date indicated on the bill. The post office date stamped by the sending office will determine the mailing date of the payment. The envelope in which such payment has been mailed may be preserved by the Company; and where payment is made of the net amount after the past due payment date, the Company may credit the amount enclosed to the customer's account and add the difference between the gross and net bill to the next bill.
- (E) The past due date of the water will be automatically extended to include the first full business day following a Saturday, Sunday or a legal holiday.
- (F) In case the customer files a written objection to any bill on or prior to the past due date of the bill, the Company will accept payment of the net bill within five (5) days after the customer has been notified of the result of the Company's investigation made in response to the complaint.
- (G) Bills for water service (except final bills on discontinuance of service) may be rendered monthly, but shall be rendered at least quarterly, and in the case of metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered. Bills for private fire protection service shall be rendered in advance.
- (H) In cases in which a meter cannot be read, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length for service rendered to the same premises, or if that cannot be ascertained, then to similar premises.
- (I) A customer desiring water service to be discontinued temporarily to a premises used or occupied for only part of the year shall so notify the Company. Such premises, save and except public playgrounds, educational buildings and facilities, boulevards, and open spaces being furnished water service solely for lawn sprinkling or other irrigation purposes, shall, however, remain subject to continuous year-round charges at tariff rates.
- (J) At such time as the Company is notified of the change in tenancy or ownership, requiring the filing of a new application for water service, whether such notice is given by the old customer or otherwise, the Company shall make a final meter reading and shall render a final billing. The customer in whose name the account stands at the time such final bill is rendered shall be liable for said final bill.

Service to the premises will not be restored until application is made by a new customer. Other occupants of the premises shall not be held liable for the payment of the water service contract between the Company and the person whose name the service is in, if the person whose name the service is in vacates the premises.

- (K) Bills rendered upon termination of the contract must be paid on or before the past due date indicated on the bill. When not so paid, the past due amount becomes due and payable.

- (4) The Company may discontinue all or any part of its service to a customer as stated below. In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, which may include no notice, will be provided.

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

- (1) For tampering with any service line, meter, curb stop, curb box, seal or other appliance under the control of or belonging to, the Company;
- (2) For connecting the service line, or any pipe directly or indirectly connected therewith, with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply; or
- (3) For any violation, of failure to comply with, the regulations of the Company which may, in the opinion of the Company or any public authority, create an emergency situation.

- (B) The customer must be given not less than 24 hours written notice before service is disconnected when any of the following conditions exist:

- (1) For the use of water for any other purpose or upon any premises not stated in the application; or
- (2) To prevent waste or reasonably avoidable loss of water.

- (C) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:

- (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 regulations of the Company other than stated in Paragraph 4.(1) above;
- (3) For misrepresentation in the applications to any material fact;

- (4) For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 - (5) For violation of Federal, state or local laws or ordinances where such violation affects the provision of utility service by the Company.
- (D) 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 and service by providing a guarantor, as set forth in Rule 4901:1-15-28 and Chapter 4901:1-17 of the Ohio Administrative Code.
- (E) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, by the close of the following regular Company business day after any of the following:
- (1) Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge; or
 - (2) Agreement by the Company and the customer on a deferred payment plan and a payment, if required under the plan; and
 - (3) The elimination of conditions that warranted disconnection of service.
- (F) If service is discontinued and the customer wishes to guarantee reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reinstatement of service is requested the same day, the customer must notify the Company no later than 12:30 PM, and the customer must make payment in the Company's business office or provide proof of payment; and
 - (2) The Company may require that the customer sign and agreement to pay the company's incurred costs for reinstatement of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the customer's next billing at the Company's discretion.
- (G) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless that bill is more than fourteen days past due.
- (H) The Company's employees who normally perform the termination of service can advise the customer of the conditions to be met to avoid disconnection, and refer the customer to the person(s) to contact at the Company's office.
- (I) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to the health as certified pursuant to the certification provisions following in this rule?

- (1) The customer must have a form provided by 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.
 - (2) In the event that service has been disconnected within fourteen days prior to certification of special danger to health, service shall be restored to that resident if the proper certification is made, in accordance with the foregoing provisions.
 - (3) Certifications shall prohibit disconnection for thirty days. Certification may be renewed two additional times (thirty days each) by a licensed physician or local board of health physician by providing an additional certificate to the company. The total certification period is not to exceed ninety days in any twelve-month period.
- (J) Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
- (1) Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises.
 - (2) Failure to pay for a class of service different from the service provided for the account in question.
 - (3) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
 - (4) Failure to pay any charge not specified in the Company's tariff.
- (5) The Company shall perform either an on-site or bench meter test once every three years, without charge, if requested by the customer. The meter test shall be performed within thirty days from the request. The Company may request a reasonable justification for a meter test. Results of an on-site meter test shall be provided to the customer at the time of the test. Should the on-site meter test indicate primary meter inaccuracy, the primary meter shall be removed and bench tested in accordance with the accuracy standards set forth in paragraph (B)(1) of Rule 4901:1-15-19 of the Ohio Administrative Code. If an on-site meter test is conducted or, if the primary meter is removed for off-site testing, the Company shall provide the customer the test results and any associated billing adjustments in writing. If the primary meter fails to meet the accuracy standards, the company shall, within thirty days, perform any necessary billing adjustments. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate. The customer may request that a meter test be performed in the presence of a staff member of the Commission or his representative. The customer also has the right to be present.
- (6) Aqua Ohio, Inc. will establish a residential customer's creditworthiness, as set forth in the Chapter 4901:1-17 of the Ohio Administrative Code. In accordance with PUCO rules, Aqua

Ohio, Inc may require new customer to establish financial responsibility prior to receiving service. Financial responsibility may be established if : (a) the applicant owns the property being served or other real estate in the service territory and has demonstrated financial responsibility; or (b) the applicant demonstrates that he or she is a satisfactory credit risk; or (c) the applicant demonstrates that he or she had water service within a period of twenty-four consecutive months proceeding the date of the application, unless company 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 consecutive bills with past due balances during that twelve month period. When an applicant requests a copy of his or her payment history to satisfy this requirement the company shall provide a customer, at his or her written request, written information reflecting the customer's payment history. The company shall provide this information within five business days of this request; or (d) the customer provides a guarantor; or (e) the customer provides a security deposit. If a deposit is required, it will not be an amount in excess of one-twelfth of the estimated charge for all regulated service provided by the company for the ensuing 12 months plus 30% of the monthly estimated charge. The company will pay interest at the rate of three percent per annum. The Company shall not be required to pay interest on a deposit held less than 180 days. Deposit will be refunded with interest upon establishment of financial responsibility, as set forth in Chapter 4901:1-17 of the Ohio Administrative Code. If a guarantor is provided rather than a deposit, the guarantor will be released as set forth in Chapter 4901:1-17 of the Ohio Administrative Code.

- (7) The customer has the right to see a proper Company photo identification whenever Company employees or agents seek access to the customer's premises, and state the reason for the visit.
- (8) The customer has the right to examine the Company's rates, rules and regulations which are available for review upon request at the Company's office or at the office of the PUCO.
- (9) The customer has the right to examine the comprehensive set of Standards for Waterworks Companies that the PUCO has adopted. These new standards are available from the Commission or are available for your review upon request at the Company's office.

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