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FILE

November 13, 2008

VIA HAND DELIVERY

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

**Re: Ohio American Water Company
Case No. 07-1112-WS-AIR
Tariff No. 89-7025-WW-TRF**

Dear Ms. Jenkins:

Pursuant to the Commission's November 12, 2008 Opinion and Order in the above-referenced proceeding, attached to this letter are four (4) copies of Ohio American Water Company's P.U.C.O. No. 15 tariff revised tariff pages.

Sincerely,

Sally W. Bloomfield

Enclosures

cc: Sue Daly (via hand delivery; w/attachment)
Parties of Record (via electronic service; w/attachment)

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RECEIVED INFORMATION

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Case No. 07-1112-WS-AIR
ISSUED BY: DAVID K. LITTLE, PRESIDENT
Ohio American Water Company
365 East Center Street, Marion, Ohio 43302

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GENERAL WATER SERVICE**Available For**

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

Meter Rates

The following shall be the rates for consumption:

	100 Cubic Feet Per Month	Rate Per 100 Cubic Feet	1,000 Gallons Per Month	Rate Per 1,000 Gallons
For the first	20	\$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:

Service Charge

Size of Meter	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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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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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 called Ohio American, 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.

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]



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

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



Customer Account Information

For Service To: [REDACTED]

Account Number: [REDACTED]

Premise Number: [REDACTED]

Billing Period & Meter Information

Billing Date: Aug 11, 2008

Billing Period: Sun 05 to Aug 06 (62 days)

Next reading on about: Oct 06, 2008

Rate Type: Residential

Meter: 48410100004A is a Smart meter.

Plastic Meter: 332

Plastic Meter: 332

Plastic Meter: 332

Plastic Meter: 332

Plastic Meter: 332

Plastic Meter: 332

Plastic Meter: 332

Billing Summary

Prior Balance	
Balance from last bill	\$33.26
Payments of Aug 11, 2008 (11 days)	-33.26
Total prior balance Aug 11, 2008	.00
Current Water Charges	
Service Charge	18.82
Water Volume (54,479.00 x 1.00)	13.44
Total water charges Aug 11, 2008	32.26
Other Current Charges	
Minor Softening Charge	1.00
Total other charges Aug 11, 2008	1.00
TOTAL AMOUNT DUE	\$33.26
Read after Sep 02, 2008	
Add Late Charges	\$1.66
Total Due After Sep 02, 2008	\$34.92

Water Usage Comparison

Monthly usage in 100 Cubic Feet



Messages to you from Ohio American Water

To provide you with the best possible service, our Customer Service Center is now here to serve you 24 hrs a day 7 days a week. Our new toll-free number is 1-800-673-5559. If you have any questions about your bill or the services we provide please feel free to contact us.

* Customers may use their credit card, debit card or pay by electronic check by calling toll-free: 1-866-271-5522.

* Customers may also pay on-line at www.water.paymybill.com. A small service fee will apply.

* Please visit our website for information about the quality of your drinking water. An annual

water quality report (also called the Consumer Confidence Report) has already been provided to you

earlier this year. An additional copy can be obtained by contacting our Customer Service Center

or by visiting our website. The website address and the Customer Service Center phone number are located

at the bottom of this bill. Landlords, businesses, schools, hospitals and other groups are encouraged

to share this important water quality information with water users at their location who may not

receive a bill and therefore did not receive a copy of this report directly.

* If your complaint is not resolved after you have called Ohio American, 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 9:00 a.m. to 5:00 p.m. weekdays,

or at www.pucoco.org.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with

complaints and utility issues at 1-877-742-5822 (toll-free) from 9:00 a.m. to 5:00 p.m. weekdays, or at

www.pucoco.org.

* RECONNECTION POLICY CHANGE - Beginning Sept 3, 2002, Customers whose water service is disconnected

for non-payment must contact Ohio American Water with their paid receipt number by 3:00 p.m. EST to insure same

service is restored.

Customer Service & Emergencies: 1-800-673-5559 (24 Hours)

For Hearing Impaired Customers: TDD 1-800-300-5202 (24 Hours)

Hours available upon request.

Visit us on the INTERNET at: www.oawco.com