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May 27, 2009

Renee J. Jenkins  
Director of Administration  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

PUCO

2009 MAY 27 PM 4:20

RECEIVED-DOCKETING DIV

Re: Revised Tariff Sheets  
Water and Sewer LLC  
Case No. 08-227-WS-AIR  
Case No. 89-7045-WS-TRF

Dear Ms. Jenkins:

Pursuant to the Commission's Opinion and Order issued this date in Case No. 08-227-WS-AIR, enclosed for filing are four complete, printed copies of the following tariff sheets for inclusion in the Water and Sewer LLC's tariff, P.U.C.O. No. 2:

Section i (Table of Contents), First Revised Sheet No. 1  
Section ii (Subject Index), Original Sheet No. 1  
Section ii (Subject Index), Original Sheet No. 2  
Section 2 (Rates, Charges, Billing, and Payment), Second Revised Sheet No. 1  
Section 2 (Rates, Charges, Billing, and Payment), First Revised Sheet No. 2  
Section 3 (Services and Facilities), First Revised Sheet No. 6  
Section 3 (Services and Facilities), First Revised Sheet No. 7  
Section 3 (Services and Facilities), First Revised Sheet No. 8  
Section 4 (Main Extensions), First Revised Sheet No. 4  
Appendix A (Notification of Customer Rights), Page 1  
Appendix A (Notification of Customer Rights), Page 4

Water and Sewer LLC hereby cancels and withdraws the tariff sheets that the foregoing revised tariff sheets supercede.

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
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*Bell & Royer Co., L.P.A.*

Page 2

One copy of the tariff sheets identified above should be included in this docket, one copy should be included in Docket No. 89-7045-WS-TRF, and two copies should be distributed to the Rates and Tariffs, Energy and Water Division of the Commission's Utilities Department.

Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. E. Royer', with a stylized flourish at the end.

Barth E. Royer  
Attorney for Water and Sewer LLC

Enclosures

cc: Parties of Record

Water and Sewer LLC  
3439 West Brainard Road  
Suite 260  
Woodmere, Ohio 44122

PUCO No. 2

Section i  
First Revised Sheet No. 1

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TABLE OF CONTENTS

	<u>Section</u>	<u>Sheet No.</u>
Table of Contents	i	1-2
Subject Index	ii	1-2
General Provisions	1	1-2
Definitions	1	1
Applicability	1	1-2
Notification of Customer Rights	1	2
Rates, Charges, Billing and Payment	2	1-2
Applicability	2	1
Rates and Charges for Water Service	2	1
Rates and Charges for Sewer Service	2	1
Billing and Payment	2	1
Reconnection Charge	2	2
Dishonored Payment Charge	2	2
Estimated Bills	2	2
Bill Adjustments	2	2
Special Arrangements	2	2
Service and Facilities	3	1-11
Applications for Service	3	1
Service Connection and Company Line Installation	3	1
Customer Service Line Installation	3	1-2
Meter Installation and Replacement	3	2
Relocation of Services and Meters	3	2
Meter Reading	3	2
Meter Testing and Inspection	3	2-3
Access to Customer Premises	3	3
Interruptions of Service	3	3-4

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Issued: May 27, 2009

Effective: June 1, 2009

Filed Pursuant to PUCO May 27, 2009 Opinion and Order in  
Case No. 08-227-WS-AIR  
Issued by Randy Kertesz, Acting President

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3439 West Brainard Road  
Suite 260  
Woodmere, Ohio 44122

PUCO No. 2

Section ii  
Original Sheet No. 1

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SUBJECT INDEX

	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
Access to Customer Premises	3	3	12/01/04
Applicability (Rates and Charges)	2	1	12/01/04
Applicability (Tariff)	1	1-2	12/01/04
Applications for Service	3	1	12/01/04
Application for Service Form	Appendix B		
Bill Adjustments	2	2	06/01/09
Bill Format	Appendix C		
Billing and Payment	2	1	06/01/09, 12/01/04
Complaints	3	9	12/01/04
Cost Estimate	4	1-2	12/01/04
Customer Guarantee of Acceptance of Service	4	4	12/01/04
Customer Service Line Installation	3	1-2	12/01/04
Definitions	1	1	12/01/04
Disconnection of Service	3	4-5	12/01/04
	3	6-8	06/01/09, 12/01/04
Dishonored Payment Charge	2	2	06/01/09, 12/01/04
Estimated Bills	2	3	06/01/09
Interruptions of Service	3	3-4	12/01/04
Main Extension Agreements	4	1	12/01/04
Main Extensions and Related Facilities	4	1	12/01/04
Meter Installation and Replacement	3	2	12/01/04
Meter Reading	3	2	12/01/04
Meter Testing and Inspection	3	2-3	12/01/04
Method of Payment	4	2-3	12/01/04
Multiple Applicants	4	3	12/01/04

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Section ii  
Original Sheet No. 2

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	<u>Section</u>	<u>Sheet No.</u>	<u>Effective Date</u>
Notification of Customer Rights	1	2	12/01/04
Notification of Customer Rights (Text)	Appendix A		
Ownership	4	1	12/01/04
Pools and Tanks	3	4	12/01/04
Prohibited Connections	3	4	12/01/04
Rates and Charges for Sewer Service	2	1	06/01/09, 01/10/05, 12/01/04
Rates and Charges for Water Service	2	1	01/10/05, 12/01/04
Reconnection Charge	2	2	12/01/04
Reconnection of Service	3	8	06/01/09, 12/01/04
Refunds of Customer Advances in Aid of Construction	4	3-4	12/01/04
Relocation of Services and Meters	3	2	12/01/04
Service Area Map	5	1	12/01/04
Service Connection and Company Service Line Installation	3	1	12/01/04
Service Connection and Tap-In Fees	4	6	12/01/04
Specifications and Construction	4	1	12/01/04
Subject Index	ii	1-2	06/01/09
Subsequent Connections, Service Connections and Tap-Ins	4	4-6	12/01/04
Table of Contents	i	1	06/01/09
	i	2	12/01/04
Temporary Service	4	4	06/01/09, 12/01/04
True-Up Adjustments	4	3	12/01/04
Water Conservation Restriction	3	10-11	12/01/04

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SECTION 2 – RATES, CHARGES, BILLING, AND PAYMENT

1. Applicability. The rates and charges for water and sewer service specified in this section are applicable to all customers of the Company, except to those customers that enter into Commission-approved special arrangements with the Company pursuant to Paragraph 9 of this section.
2. Rates and Charges for Water Service.  
  
Bi-Monthly Customer Charge..... \$ 12.76  
Rate per Cf..... \$ 0.11277
3. Rates and Charges for Sewer Service.  
  
A. For Water Customers:  
Bi-Monthly Flat Rate ..... \$ 214.90  
  
B. For Sewer-Only Customers:  
Bi-Monthly Customer Charge ..... \$ 6.79  
Bi-Monthly Flat Rate..... \$ 214.90
4. Billing and Payment. The Company bills its customers on a bi-monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon fourteen days written notice pursuant to Paragraph 12 of Section 3 of this tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

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5. Reconnection Charge. Combination water and sewer customers whose service is disconnected pursuant to Paragraph 12 of Section 2 of this tariff shall pay a reconnection charge of \$25.00 to have service restored. Pursuant to Paragraph 13.B. of Section 3 of this tariff, an additional reconnection charge may apply if service is restored after normal business hours. Sewer-only customers whose service is disconnected pursuant to Paragraph 12 of Section 3 of this tariff shall pay a reconnection charge equal to the actual, out-of-pocket costs the Company incurs in disconnecting and reconnecting sewer service.
  6. Dishonored Payment Charge. If a payment for any service, charge, or fee received by the Company is returned to the Company by a financial institution unpaid, a charge of \$35.00 will be assessed to cover the cost of processing the transaction, provided the transaction is properly processed by the Company. At the Company's option, the charge for dishonored payment may be assessed when the Company returns the dishonored payment to the customer or may be included on the customer's next billing.
  7. Estimated Bills. Estimated bills may be issued if the Company is unable to read the customer's meter or if a meter is found to be inaccurate. Estimated bills will be calculated based on the customer's consumption during the corresponding service period of the previous year. If consumption history does not exist for the customer, the bill will be calculated based on the average consumption of all customers for the period.
  8. Bill Adjustments. If a bill is found to be inaccurate, and the error is in the customer's favor, the Company, at its option, may reimburse the customer for the overpayment within thirty days or issue a credit for the overpayment on the next bill. If the error resulted in the customer being undercharged, the Company will allow the customer no less than the same period for which the customer was undercharged to pay the additional amount owed, unless the error was caused by the customer.
  9. Special Arrangements. Nothing in this section prevents the Company from entering into a special arrangement with a customer pursuant to Section 4905.31, Revised Code, where circumstances warrant. As required by Section 4905.31(E), Revised Code, no such special arrangement is lawful unless it is filed with and approved by the Commission.

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2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraphs 12.A. and 12.B of this section;
  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 by the Company.
- D. Service will not be refused to any applicant for service or disconnected to any customer 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; or
  4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service shall also be given to the consumer(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.

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- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- G. The Company may disconnect service during its normal business hours; provided, however, that no disconnection for past due bills or for failure to make a required deposit may be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service will be authorized to either:
1. Accept payment in lieu of termination;
  2. Dispatch an employee to the premises to accept payment; or
  3. Otherwise make available to the customer a means to avoid disconnection.
- At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.
- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or board of health physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the Company will restore service if a signed certification form is received by the Company within twenty-one days of

disconnection. Certification may be renewed two additional times (thirty days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the Company, charges incurred during the certification period, and, where disconnection has already occurred, the applicable reconnection charge set forth in Paragraph 4 of Section 2 of this tariff.

13. Reconnection of Service. The Company will reconnect previously disconnected service in accordance with the following procedures.
- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
    - 1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge specified in Paragraph 5 of Section 2 of this tariff and any deposit required pursuant to Paragraph 14.C of this section;
    - 2. The elimination of conditions that warranted disconnection of service; or
    - 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
  - B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to paying the amount specified in Paragraph 13.A.1. of this section, shall also sign an agreement to pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.

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the main covered by the main extension agreement, for a period of not less than fifteen years. A balance remaining at the end of the fifteen-year period shall be nonrefundable. When more than one applicant is involved, the amount refunded shall be divided among the applicants in proportion to their original advance in aid of construction. The aggregate refunds under this tariff shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced. Pursuant to Rule 4901:1-15-30(N), OAC, the Company may not transfer its certificate of public convenience and necessity unless the Company demonstrates to the Commission that the Company has agreed to satisfy all existing refund agreements or that the transferee has agreed to assume the Company's obligation under all such agreements.

10. Customer Guarantee of Acceptance of Service. The Company will not extend mains unless the prospective customer guarantees to the Company in the main extension agreement that service will be accepted within thirty days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.
11. Temporary Service. The Company will provide temporary service, provided that the applicant for such service agrees in writing to pay in advance to the Company the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service. The charges set forth in Section 2 of this tariff also apply to temporary service.
12. Subsequent Connections, Service Connections, and Tap-Ins. If, at any time during the term of a main extension agreement involving refundable customer advances in aid of construction pursuant to Rule 4901:1-15-30, OAC, the owner of any lot abutting the main extension who was not a party to the main extension agreement requests service (hereinafter, the "subsequent applicant"), the Company shall enter into a written agreement with the subsequent applicant governing the requested connection that embodies the terms and conditions set forth in this paragraph. Company shall collect in advance, from each such subsequent applicant, an amount equal to the total-foot frontage of the lot to receive service multiplied by the per-foot frontage charge.

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3439 West Brainard Road  
Suite 260  
Woodmere, Ohio 44122

PUCO No. 2

Appendix A

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## NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Water and Sewer LLC (the "Company"), you have certain rights and obligations. These rights and obligations are spelled out in detail in the standards for water and sewer utilities established by the Public Utilities Commission of Ohio ("Commission") and in the Company's rules and regulations, which have also been approved by the Commission. This Notification of Customer Rights is intended to provide you with a summary of some of the more significant rules and regulations. Copies of the Commission's comprehensive standards and the Company's rules and regulations are available from the Company upon request. You may contact the Company to obtain copies of these documents or for any other purpose, including inquiries, complaints, and to report emergencies, at:

Water and Sewer LLC  
3439 West Brainard Road  
Suite 260  
Woodmere, Ohio 44122  
1-800-273-0287 (24-hour number)

Copies of the Commission's standards can also be obtained by contacting the Commission at:

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
180 East Broad Street  
Columbus, Ohio 43266-0573  
1-800-686-7826  
1-800-686-1570 (TTY Customers)  
[www.puco.ohio.gov](http://www.puco.ohio.gov)

### **Complaints:**

Complaints as to service or bills should first be directed to the Company by writing or calling the Company at the address or phone number listed above. The Company will investigate your complaint and will report the results of its investigation to you, either orally or in writing, within ten business days of receiving the complaint. If your complaint is not resolved after you have called Water and Sewer, LLC, or for general utility information, 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](http://www.puco.ohio.gov). Residential customers may also contact the Office of 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](http://www.pickocc.org).

3. 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.
- B. The customer will be given not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
1. For the use of water for any purpose not stated in the application, or for the discharge of any type of sewage not stated in the application, or for the use of either service upon any premises not stated in the application; or
  2. To prevent waste or reasonably avoidable loss of water.
- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
  2. For any violation of, or failure to comply with, the regulations of the Company other than those stated in Paragraphs A and B above;
  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 meter reading or 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. Service will not be disconnected to any customer 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;