

FILE

Tomahawk Utilities, Inc.
P.O. Box 566
7326 Canton Road NW.
Malvern, Ohio 44644
(330) 863-0613

Public Utilities Commission of Ohio
Attn: Sue Daly
180 East Broad Street
Columbus, Ohio 43215-3793

RE: Tomahawk Utilities, Inc. and Seneca Utilities,
Inc. tariff amendments
Case No. 01-2775-WS-ORD

Dear Sue:

Please find enclosed the tariff changes for Tomahawk and Seneca to comply with tariff amendments Case No. 01-2775-WS-ORD.

Please contact me after you've had a chance to review the changes I've submitted.

Sincerely,

Nancy Knox
Tomahawk Utilities, Inc.
Seneca Utilities, Inc.

ENCLOSURES

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TOMAHAWK UTILITIES, INC.

Section 1-A
First Revised Tariff Sheet No. 1
Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

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Issued by
Tomahawk Utilities, Inc.
Jon D. Robertson, President
Dated Journalized:

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TOMAHAWK UTILITIES, INC.

Section 1-A

First Revised Tariff Sheet No 2

Tariff P.U.C.O. No. 2

Tomahawk Utilities, Inc. Water Tariff

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Inspection of Pipes & Fixtures	3	5	

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TOMAHAWK UTILITIES, INC.

Section 1-A

First Revised Tariff Sheet No. 3

Tariff P.U.C.O. No. 2

Tomahawk Utilities, Inc. Water Tariff

SUBJECT INDEX

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TOMAHAWK UTILITIES, INC.

Section 1-A
First Revised Tariff Sheet No. 4
Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

Subject Index

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Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

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7. Operating control of all mains and service lines whether customer or Company is vested in and shall at all times remain in the Company, and shall not be trespassed on or interfered with in any manner.
8. All use of water for any purpose or upon any premises not stated in the application must be prevented by the customer.
9. In an 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.
- A. No notice is required in any of the following instances:
1. For tampering with any main, service line, service stops, 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 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
 3. For any other violation of 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 Company will give not less than twenty-four (24) hours written notice before service is disconnected to any customer when any of the following conditions exist:
1. For the use of water upon any premises or for any purpose not stated in the application; or
 2. To prevent waste or reasonably avoidable loss of water.

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TOMAHAWK UTILITIES, INC.

Section 3
First Revised Sheet No. 3

Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

Personal delivery of the notice to the customer's premises shall first be attempted. If personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

- C. The Company will give not less than fourteen (14) days written notice before service is disconnected to any customer when any of the following conditions exist:
1. For denial to the Company of reasonable access to the premises for purpose of inspection; or
 2. For misrepresentation in the application as to any material fact;
 3. For any violation of, or failure to comply with, the regulations of the Company, other than stated in paragraph 9 (A or B) of this section;
 4. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by Company.
- D. The Company will give thirty one (31) days written notice before service is disconnected when the following condition exists:
1. For non-payment of bills when due, or within any additional period of time for payment permitted by this tariff, or any charges for service owed by customer to the Company.
- E. Company employees who normally perform termination of service may accept payment in full for a past-due bill or set up a payment plan in lieu of termination.
10. If a customer, whose service has been discontinued for non-payment of bills, or for violation of or failure to comply with the regulations of the Company, desires a reconnection, such reconnection may be made only after the customer:

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Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

- A. Has paid all unpaid charges owed to the Company including a reconnection charge, (refer to Rates and Charges Section 2 Sheet 1 paragraph 4) to the Company;
 - B. Has corrected any condition found objectionable under the regulations of the Company; or
 - C. Has entered into an agreement with the Company on a deferred payment plan and made a payment.
11. The Company will not disconnect service to a customer if the disconnection of service would endanger the health of a customer or permanent residence of the household. The customer must verify in accordance to the certification provisions as follows:
- A. The customer must have a form provided by the Company signed by a licensed physician or local health physician stating that a special danger to the customer's health exists;
 - B. If the customer's service has been disconnected within fourteen days prior to certification of special danger to health, service shall be restored to customer if proper certification is made;
 - C. The Company will honor the certification for a period of thirty days. The certification may be renewed two additional times (thirty days each) by a licensed physician or local health board physician by providing an additional certificate to the Company. The total certification period is not to exceed ninety days in any twelve-month period.
12. 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 physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.

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TOMAHAWK UTILITIES, INC.

Section 3
Second Revised Sheet No. 5

Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

13. Neither the Company, its employee, nor its agent have, or will claim, hereunder, any right, except in cases of emergency involving hazard to the health or welfare of the customer or the employees of the Company or the general public, or hazard to the property of any of those; to enter upon the property or premises of any customer, except by explicit permission granted on each and every occasion when entrance is sought, by the owner or occupant of the premises. Any employee or agent of the Company seeking access to the premises of a customer shall identify himself to the customer with Company photo identification and shall state the reason for his visit. He shall, in all cases, direct himself to the customer or the responsible adult member of the customer's household. Entrance will not be sought or gained by force or subterfuge.
14. Customers should use the following procedure in reporting service related or billing problems: The Company will accept inquiries and/or complaints whether oral or written. If the problem is of an emergency nature or otherwise requires prompt action, the customer may call the Company collect. Customers experiencing less urgent problems may, if they choose, correspond with the Company by addressing such correspondence to the Company's office. A record of all complaints, the date and the nature of the complaints, and the action taken or decision made by the Company with respect to it will be maintained. 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 (10) business days after the date of the receipt of the complaint. 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 current address and toll-free telephone number of the Commission's Public Interest Center.
15. As a condition precedent to securing water service, all applicants therefore must agree to the terms and conditions contained in these Rules and Regulations (refer to Section 4 of this tariff).
16. Any property owner desiring to install a customer service line into his premises shall make application for the same to the Company through a competent contractor as his authorized agent, who will be subject to the conditions in Tap Application form II which is provided by the Company. All costs of such service line installation shall be borne by the property owner

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Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

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- and water service will not be commenced until the work has been inspected and approved by the Company. The customer service line shall become the property of the owner of the premises into which said service line extends and shall at all times be maintained in proper condition by said owner. All service pipes and fixtures must be subject to inspection and approval by an authorized agent of the Company before water is turned on. No person except an authorized agent of the Company will be permitted to turn the water on or off.
17. In addition to the stop cock near the curb furnished by the Company, each customer must provide a stop and a waste cock conveniently placed inside the building under the control of the occupant, to be used in case of breaking of pipes or fixtures, or for making repairs or to prevent freezing. If the pipe enters a building, a stop and waste cock must be placed just where the pipe comes through the foundation wall.
 18. Customers must keep their customer service line, waste cock and fixtures in order at their own expense. The customer service line pipe inside the premises must be at least four feet underground.
 19. Company service lines moved for the convenience of the customer will be located at the customer's expense.
 20. The Company service line, whether located on public or private property, is the property of the Company, and the Company reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service. The Company is not responsible for the installation and maintenance of water lines beyond the end of its service lines.
 21. Usage of abnormally large water quantity shall not be permitted for such applications as filling a swimming pool or for other purposes.
 22. The Company shall reserve the right to at any time 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 with, and approved by the Public Utilities Commission of Ohio as provided by law.

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23. The Company shall, subject to the approval of the Commission, adopt and maintain a standard pressure in its distribution system at locations to be designed as the point or points of "standard pressure".
- A. Under normal conditions of water use, the pressure at the customers service connections shall be:
1. Not less than 35 PSI
 2. Not more than 125 PSI
- B. Pressure outside the limits specified will not be considered a violation when the variations are as follows:
1. Arise from the action of the elements.
 2. Are infrequent fluctuations not exceeding five minutes duration.
 3. Arise from service interruptions.
 4. Are temporary and from causes beyond the control of the Company
24. If a customer's check presented in payment for a bill, is returned by the financial institution unpaid, a charge will be made to the customer's account (refer to Rates and Charges, Section 2 Sheet 1 paragraph 5), provided that the customer's check has been properly processed by the Company.
25. ~~Nothing within the Company's tariff shall take precedence over the rules set forth in Chapter 4910:1-15, Ohio Administrative Code, unless otherwise specifically ordered by the Commission pursuant to Rule 4901:1-15-01 of the Administrative Code.~~

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BILLS AND PAYMENTS FOR SERVICE

1. Each customer is liable for the payment of all water supplied and for the availability of water services provided to his premises until he has paid his final bill for all charges of any kind due under the tariff.
2. All charges for water are due and payable in advance, quarterly on or before the first day of January, the first day of April, the first day of July, and the first day of October. These collection dates may be changed at the discretion of the Company, upon 90 (ninety) days notice. Payments are to be computed on the basis of the first day of the subsequent month which follows the availability of water main adjacent to the premises and/or the installation of the service line or water connection. If any bill remains unpaid fifteen (15) days after it becomes payable, it shall be subject to a late payment charge (refer to Rates and Charges Section 2 Sheet 1 paragraph 3). Such late payment charge will not be compounded for future delinquencies and will not be imposed in any month in which payments exceed current charges.
3. Bills will be mailed to the customer at the address of the premises serviced unless customer shall, in writing, request that they be sent to some other address specified by him. The failure to receive a bill shall not relieve the customer of the obligation to pay same when due.
4. Billing date shall be not earlier than postmark on bill.
5. Service to any customer may be disconnected if a bill remains unpaid thirty-one (31) days following the notice of disconnect. A reconnection charge (refer to Rates and Charges Section 2 Sheet 1 paragraph 5) will be made when service is restored.
6. When a customer desires water service to be discontinued, either temporarily or permanently, he shall so notify the Company at the Company's office. Any bill, and all other charges against the customer's account, must be paid in full to the office of the Company before service shall be discontinued in accordance with such request.
7. No rebates from rates will be allowed because a customer obtains a part of his water or water service from any well, cistern or other source, or because of curtailment.

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8. The bill for service shall indicate the last day on which such is payable, the name and address of the Company, and the name and telephone number for service calls.
9. The tap or water service line charge for services will be made upon application for water service by the customer. Such tap or water service line charge shall not exceed the actual costs to the Company of connecting service.
10. When a customer's check, presented in payment for a bill, is returned by the financial institution unpaid, a charge will be made to the customer's account (refer to Rates and Charges, Section 2 Sheet 1 paragraph 5).

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Main Extensions

- A. All agreements entered into concerning main extensions 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. These written agreements shall embody in their terms and conditions the provisions of this rule.
- B. The Company shall extend mains and related facilities to serve new customers, subject to the provisions of this rule.
- C. As used herein:
 - (1) "Main Extension" means an extension, from the nearest adequate existing 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.
 - (2) "Related facilities" means all fittings, valves, connections 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.
- D. Any main extensions and related facilities shall become the property of the Company.
- E. The size, type, quality of material and the location of main extensions and related facilities shall be specified by the Company and construction shall be done by the Company or by contractors acceptable to the Company.

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- F. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. The length of the main extension shall be determined by measuring 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.
- G. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by contributions and/or advances in aid of construction, the Company shall estimate the total of the costs of the main extension, related facilities, and tax or tax impact. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provided adequate service to the applicant. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the applicant, the Company shall bear the cost of such oversizing.
- H. The main extension agreement shall embody one of the following methods with respect to the tax or tax impact. The selection of the method shall be at the discretion of the Company.
- (1) The applicant for main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact, if applicable.

The tax impact shall be calculated by the following method:

$$\text{TAX IMPACT} = \frac{C}{(1-R)} - C$$

C = DOLLAR VALUE OF TAXABLE CONTRIBUTION OR ADVANCE IN AID OF CONTRIBUTION.

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R = DECIMAL EQUIVALENT OF APPLICABLE MARGINAL RATE OF FEDERAL INCOME TAX ON VALUE OF TAXABLE CONTRIBUTIONS AND ADVANCES.

THE ENTIRE ADVANCE INCLUDING ANY TAX IMPACT SHALL BE SUBJECT TO REFUND AS PROVIDED IN PARAGRAPH (K) OF THIS RULE.

2. The applicant for a main extension shall be required to advance to the Company before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the extension and related facilities minus any tax shall be subject to refund as provided in Paragraph (K) of this rule.

The tax shall be calculated by the method:

$$\text{Tax} = \underline{C} \times \underline{R}$$

C = Definition in Paragraph (H) (1) of this rule.

R = Definition in Paragraph (H) (1) of this rule.

- I. All amounts over actual cost shall be refunded and all amounts under actual cost shall be paid within sixty days after completion of extension.
- J. When more than one applicant is involved, the amount of the advance in aid of construction shall be divided equally among the applicants unless otherwise agreed by the applicants.
- K. Refunds of advances in aid of construction shall be made in accordance with the following method. The Company shall pay each year to the party making an advance in aid of construction, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession; an amount equal to twenty percent of the total gross annual revenue from water service to each bona fide customer, other than a subsequent applicant whose service line is connected to main or extension lines covered by the main extension

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agreement, for a period of not less than fifteen years. Any balance remaining at the end of the fifteen-year period shall thereafter remain payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen-year period shall otherwise become nonrefundable.

- L. 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.
- M. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced.
- N. The Public Utilities Commission of Ohio will not approve the transfer of any "Certificate of Public Convenience and Necessity" where the transferor has entered into extension agreements, unless it is demonstrated to the Commission that the transferor has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay the transferor's obligation under the agreements.
- O. The Company shall not be required to extend mains unless the prospective customer guarantees to the Company 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.
- P. The Company shall 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.

SUBSEQUENT CONNECTIONS, SERVICE CONNECTIONS & TAP INS

- A. If and when at any time during the term of a main extension agreement involving refundable advances in aid of construction pursuant to Rule 4901:1-15-30 of the Administrative Code, the owner (hereafter referred to as the subsequent applicant) of any lot abutting the main extension, who was not a party to the main extension agreement, requests service; the Company shall collect in advance from each such

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subsequent applicant, funds equal to the total foot frontage of the lot to receive service multiplied by the per foot frontage charge.

1. The per foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total foot frontage of the lots capable of receiving service from the extension.
2. In the event that the total of the amount already refunded pursuant to Paragraph (K) of rule 4901:1-15-30 of the Administrative Code, plus the subsequent applicant's fee calculated under Paragraph (A) of this rule exceeds the total refundable amount of the advance in aid of construction; the amount collected from the subsequent applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded pursuant to Paragraph (K) of rule 4901:1-15-30 of the Administrative Code.
3. The Company shall refund money collected pursuant to this paragraph to the parties to the main extension agreement, or to their assignees or other successors in interest when the Company has received notice of such assignment or succession in proportion to their original deposits. This refund shall be in addition to that provided for in paragraph (K) of Rule 4901:1-15-30 of the Administrative Code.
4. The Company shall enter into a written agreement with the subsequent applicant.
5. Refunds of subsequent applicant fees made pursuant to this rule shall be made in accordance with this method. The Company shall pay each year to the subsequent applicant, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty percent of the total gross annual revenue from water service to each bona fide subsequent applicant whose service line is

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connected to main or extension lines covered by the main extension agreement. Refunds will terminate when the entire amount of the subsequent applicant's fee has been refunded or when the cumulative amount refunded pursuant to paragraph (K) of Rule 4901:1-15-30 of the Administrative code equals the refundable amount of the advance in aid of construction, or until fifteen years after the date of the main extension agreement, whichever is earliest. Agreements under this rule may provide that any unrefunded balance remaining at the end of the fifteen-year period shall still remain payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen-year period shall otherwise become nonrefundable.

- B. "Tap-ins, shall in no event require anything more than reimbursement to the Company of the actual, out-of-pocket costs of connecting service."

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Filed under authority of Case No. 01-2775-WS-ORD
of the Public Utilities Commission of Ohio

TOMAHAWK UTILITIES, INC.

Section 7
First Revised Sheet No. 1

Tariff P.U.C.O. No. 2
Tomahawk Utilities, Inc. Water Tariff

DROUGHT PREPAREDNESS

Conditions beyond the control of the Company may make it necessary for the Company to impose restrictions to ensure that the supply of water remains adequate for basic human needs.

When it is determined, in the opinion of the Company, that a threat to the integrity of their water supply exists, the Company may implement restrictions on water consumption as are necessary to reserve sufficient water supply for basic human needs as follows:

- A. Level 1. Partial ban on all lawn watering;
 Level 2. Complete ban on all lawn watering and car washing;
 Level 3. Ban on all non-essential uses of water.
- B. The Company must notify the Public Utilities Commission of Ohio of any proposed water usage restriction pursuant to the rules and regulations of the Commission.
- C. The Company shall provide notice to all customers prior to implementing the water usage restrictions.
- D. The curtailment of water usage shall not entitle the customer to a deduction in the amount of his/her water charges during the time of curtailment.

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NOTIFICATION OF CUSTOMER RIGHTS

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.

- (3) The customer must be given fourteen days (14) written notice before service is disconnected when any of the following conditions exists:
 - (A) For denial to the Company of reasonable access to the premises for purpose of inspection.
 - (B) For misrepresentation in the application as to the premises to be supplied or as to any material facts.
 - (C) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (1) of this section.
 - (D) For violation of federal, state, or local laws or ordinances where such violation affects the provision of the utility service.
 - (4) The customer must be given thirty-one (31) days written notice before service is disconnected when the following conditions exists:
 - (A) For non-payment when due, or within any additional period for payment permitted by the Company's tariff, or any charges for water service owed by the customer to the Company.
 - (5) A notice of disconnection shall clearly state all of the following:
 - (A) The earliest date when disconnection could occur.
 - (B) The reason(s) for disconnection.
 - (C) The action the customer must take in order to avoid the disconnection.
 - (D) The total amount required to be paid, which shall not be greater than the past due balance.
 - (6) Company employees who normally perform termination of service may accept payment in full for past due bill or set up payment plan in lieu of termination.
5. The Company will not disconnect service if the disconnection of service would endanger the health of a customer or permanent residence of the household. The customer must have a form provided by the company signed by a licensed physician or local health physician stating that a special danger to the customer's health exists.
 6. 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 physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.
 7. 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 a ten dollar (\$10.00) reconnection charge.
 - (2) The elimination of conditions that warranted disconnection of service.
 - (3) Agreement by the Company and the customer on a deferred payment plan and a payment.
 8. You have the right to ask a Tomahawk Utilities, Inc. employee for Company photo identification when the employee is seeking access to your premises. The Company employee will state the reason for seeking access to your premises.

APPENDIX B

3.

NOTIFICATION OF CUSTOMER RIGHTS

9. The Company's rates, rules and regulations (tariff) are available for review upon request at Company office, Tomahawk Utilities, Inc. 7326 Canton Road NW., Malvern, Ohio 44644, or at the office of the PUCO.
10. You have the right to examine the comprehensive set of Standards for Waterwork Companies that the PUCO has adopted. These new standards are available at the office of the PUCO or are available for your review upon request at the Company's office. The hours of the Company's office are Monday through Friday between 8:00 and 4:30.
11. If a customer's check, presented in payment for a bill, is returned by the financial institution unpaid, a charge of ten dollars (\$10.00) will be made to the customer's account provided that the customer's check has been properly processed by the Company.

Appendix C

TOMAHAWK UTILITIES, INC.
P.O. BOX 566
7326 CANTON ROAD NW
MALVERN, OHIO 44644
(330) 863-0613
FAX(330) 863-2257

MEDICAL CERTIFICATE

Date _____

Patient's Name _____

Patient's Address _____

Customer Telephone Number _____

This certifies that _____ has a medical condition that will danger
his/her health if water service at their residence is disconnected.

Physician's Name _____

Physician's Address _____

Physician's Telephone Number _____

Physician's Signature _____

SENECA UTILITIES, INC.

Section 1-A
First Revised Tariff Sheet No. 1

Tariff P.U.C.O. No. 4
Seneca Utilities, Inc. Water Tariff

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*leave in
old dates -
add new*

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SUBJECT INDEX

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SENECA UTILITIES, INC.

Section 1-A

First Revised Tariff Sheet No. 4

Tariff P.U.C.O. No. 4

Seneca Utilities, Inc. Water Tariff

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7. Operating control of all mains and service lines whether customer or Company is vested in and shall at all times remain in the Company, and shall not be trespassed on or interfered with in any manner.
 8. All use of water for any purpose or upon any premises not stated in the application must be prevented by the customer.
 9. In an 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.
 - A. No notice is required in any of the following instances:
 1. For tampering with any main, service line, service stops, 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 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
 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 Company will give twenty-four (24) hours written notice before service is disconnected to any customer when any of the following conditions exist:
 1. For the use of water upon any premises or for any purpose not stated in the application; or
 2. To prevent waste or reasonably avoidable loss of water.

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Personal delivery of the notice to the customer's premises shall first be attempted. If personal service cannot be accomplished at that time the notice shall be securely attached to the premises in a conspicuous manner.

- C. The Company will give fourteen (14) days written notice before service is disconnected to any customer when any of the following conditions exists:
 - 1. For denial to the Company of reasonable access to the premises for purpose of inspection; or
 - 2. For misrepresentation in the application as to any material fact;
 - 3. For any violation of, or failure to comply with, the regulations of the Company, other than stated in paragraph 9 (A or B) of this section;
 - 4. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by Company.
- D. The Company will give thirty (30) days written notice before service is disconnected when the following condition exists:
 - 1. For non-payment of bills when due, or within any additional period of time for payment permitted by this tariff, or any charges for service owed by customer to the Company.
- E. Company employees who normally perform termination of service may accept payment in full for a past-due bill or set up a payment plan in lieu of termination.
- 10. If a customer, whose service has been discontinued for non-payment of bills, or for violation of or failure to comply with the regulations of the Company, desires a reconnection, such reconnection may be made only after the customer:
 - A. Has paid all unpaid charges owed to the Company including a reconnection charge, (refer to Rates and Charges Section 2 Sheet 1 paragraph 4) to the Company;
 - B. Has corrected any condition found objectionable under the regulations of the Company; or

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Tariff P.U.C.O. No. 4
Seneca Utilities, Inc. Water Tariff

-
- C. Has entered into an agreement with the Company on a deferred payment plan and made a payment.
11. The Company will not disconnect service to a customer if the disconnection of service would endanger the health of the customer or a permanent residence of the household. The customer must verify in accordance to the certification provisions as follows:
 - A. The customer must have a form provided by the Company signed by a licensed physician or local health physician stating that a special danger to the customer's health exist;
 - B. If the customer's service has been disconnected within fourteen days prior to certification of special danger to health, service shall be restored to customer if proper certification is made;
 - C. The Company will honor the certification for a period of thirty days. The certification may be renewed two additional times (thirty days each) by a licensed physician or local health board physician by providing an additional certificate to the Company. The total certification period is not to exceed ninety days in any twelve-month period.
 12. 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 physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.
 13. Neither the Company, its employee, nor its agent have, or will claim, hereunder, any right, except in cases of emergency involving hazard to the health or welfare of the customer or the employees of the Company or the general public, or hazard to the property of any of those; to enter upon the property or premises of any customer, except by explicit permission granted on each and every occasion when entrance is sought, by the owner or occupant of the premises. Any employee or agent of the Company seeking access to the premises of a customer shall identify himself to the customer with Company photo identification and shall state the reason for his visit. He shall, in all cases, direct himself to the customer or the responsible adult member of the customer's household. Entrance will not be sought or gained by force or subterfuge.
 14. Customers should use the following procedure in reporting service related or billing problems: The Company will accept inquiries and/or complaints whether

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- oral or written. If the problem is of an emergency nature or otherwise requires prompt action, the customer may call the Company collect. Customers experiencing less urgent problems may, if they choose, correspond with the Company by addressing such correspondence to the Company's office. A record of all complaints, the date and the nature of the complaints, and the action taken or decision made by the Company with respect to it will be maintained. 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 (10) business days after the date of the receipt of the complaint. 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 current address and toll-free telephone number of the Commission's Public Interest Center.
15. As a condition precedent to securing water service, all applicants therefore must agree to the terms and conditions contained in these Rules and Regulations (refer to Section 4 of this tariff).
16. Any property owner desiring to install a customer service line into his premises shall make application for the same to the Company through a competent plumber as his authorized agent. If the Company approves the location of a proposed customer service line and is satisfied with the plans and specification of said installation, a permit shall be issued to the plumber to proceed with the work. All costs of such service line installation shall be borne by the property owner and water service will not be commenced until the work has been inspected and approved by the Company. The customer service line shall become the property of the owner of the premises into which said service line extends and shall at all times be maintained in proper condition by said owner. All service pipes and fixtures must be subject to inspection and approval by an authorized agent of the Company before water is turned on. No person except an authorized agent of the Company will be permitted to turn the water on or off.
17. In addition to the stop cock near the curb furnished by the Company, each customer must provide a stop and a waste cock conveniently placed inside the building under the control of the occupant, to be used in case of breaking of pipes or fixtures, or for making repairs or to prevent freezing. If the pipe enters a building, a stop and waste cock must be placed just where the pipe comes through the foundation wall.
18. Customers must keep their customer service line, waste cock and fixtures in order at their own expense. The customer service line pipe inside the premises must be at least four feet underground.

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19. Company service lines moved for the convenience of the customer will be located at the customer's expense.
20. The Company service line, whether located on public or private property, is the property of the Company, and the Company reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service. The Company is not responsible for the installation and maintenance of water lines beyond the end of its service lines.
21. Usage of abnormally large water quantity shall not be permitted for such applications as filling a swimming pool or for other purposes.
22. The Company shall reserve the right to at any time 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 with, and approved by the Public Utilities Commission of Ohio as provided by law.
23. The Company shall, subject to the approval of the Commission, adopt and maintain a standard pressure in its distribution system at locations to be designed as the point or points of "standard pressure".
 - A. Under normal conditions of water use, the pressure at the customers service connections shall be:
 1. Not less than 35 PSIG
 2. Not more than 125 PSIG
 - B. Pressure outside the limits specified will not be considered a violation when the variations are as follows:
 1. Arise from the action of the elements.
 2. Are infrequent fluctuations not exceeding five minutes duration.
 3. Arise from service interruptions.
 4. Are temporary and from causes beyond the control of the Company

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24. If a customer's check, presented in payment for a bill, is returned by the financial institution unpaid, a charge will be made to the customer's account (refer to Rates and Charges, Section 2 Sheet 1 paragraph 5), provided that the customer's check has been properly processed by the Company.
25. ~~Nothing within the Company's tariff shall take precedence over the rules set forth in Chapter 4901:1-15, Ohio Administrative Code, unless otherwise specifically ordered by the Commission pursuant to Rule 4901:1-15-01 of the Administrative Code.~~

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BILLS AND PAYMENTS FOR SERVICE

1. Each customer is liable for the payment of all water supplied and for the availability of water services provided to his premises until he has paid his final bill for all charges of any kind due under the tariff.
2. All charges for water are due and payable in advance, quarterly on or before the first day of January, the first day of April, the first day of July, and the first day of October. These collection dates may be changed at the discretion of the Company, upon 90 (ninety) days notice. Payments are to be computed on the basis of the first day of the subsequent month which follows the availability of water main adjacent to the premises and/or the installation of the service line or water connection. If any bill remains unpaid fifteen (15) days after it becomes payable, it shall be subject late payment charge (refer to Rates and Charges Section 2 Sheet 1 paragraph 3). Such late payment charge will not be compounded for future delinquencies and will not be imposed in any month in which payments exceed current charges.
3. Bills will be mailed to the customer at the address of the premises serviced unless customer shall, in writing, request that they be sent to some other address specified by him. The failure to receive a bill shall not relieve the customer of the obligation to pay same when due.
4. Service to any customer may be disconnected if a bill remains unpaid thirty (30) days following the notice of disconnect. A reconnection charge (refer to Rates and Charges Section 2 Sheet 1 paragraph 5) will be made when service is restored.
5. Billing date shall be no earlier than postmark on the bill.
6. When a customer desires water service to be discontinued, either temporarily or permanently, he shall so notify the Company at the Company's office. Any bill, and all other charges against the customer's account, must be paid in full to the office of the Company before service shall be discontinued in accordance with such request.
7. No rebates from rates will be allowed because a customer obtains a part of his water or water service from any well, cistern or other source, or because of curtailment.

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Seneca Utilities, Inc. Water Tariff

8. The bill for service shall indicate the last day on which such is payable, the name and address of the Company, and the name and telephone number for service calls.
9. The tap or water service line charge for services will be made upon application for water service by the customer. Such tap or water service line charge shall not exceed the actual costs to the company of connecting service.
10. When a customer's check, presented in payment for a bill, is returned by the financial institution unpaid, a charge will be made to the customer's account (refer to Rates and Charges, Section 2 Sheet 1 paragraph 5).

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Main Extensions

- A. All agreements entered into concerning main extensions 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. These written agreements shall embody in their terms and conditions the provisions of this rule.
- B. The Company shall extend mains and related facilities to serve new customers, subject to the provisions of this rule.
- C. As used herein:
- (1) "Main Extension" means an extension, from the nearest adequate existing 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.
 - (2) "Related facilities" means all fittings, valves, connections 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.
- D. Any main extensions and related facilities shall become the property of the Company.
- E. The size, type, quality of material and the location of main extensions and related facilities shall be specified by the Company and construction shall be done by the Company or by contractors acceptable to the Company.

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- F. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. The length of the main extension shall be determined by measuring 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.
- G. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by contributions and/or advances in aid of construction, the Company shall estimate the total of the costs of the main extension, related facilities, and tax or tax impact. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the applicant. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the applicant, the Company shall bear the cost of such oversizing.
- H. The main extension agreement shall embody one of the following methods with respect to the tax or tax impact. The selection of the method shall be at the discretion of the Company.
- (1) The applicant for main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact, if applicable

The tax impact shall be calculated by the following method:

$$\text{TAX IMPACT} = \frac{C}{(1-R)} - C$$

C = DOLLAR VALUE OF TAXABLE CONTRIBUTION OR ADVANCE IN AID OF CONTRIBUTION.

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R = DECIMAL EQUIVALENT OF APPLICABLE MARGINAL RATE OF FEDERAL INCOME TAX ON VALUE OF TAXABLE CONTRIBUTIONS AND ADVANCES.

THE ENTIRE ADVANCE INCLUDING any TAX IMPACT SHALL BE SUBJECT TO REFUND AS PROVIDED IN PARAGRAPH (K) OF THIS RULE.

2. The applicant for a main extension shall be required to advance to the Company. before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the extension and related facilities minus any tax shall be subject to refund as provided in Paragraph (K) of this rule.

The tax shall be calculated by the method:

$$\text{Tax} = \underline{C} \times \underline{R}$$

C = Definition in Paragraph (H) (1) of this rule.

R = Definition in Paragraph (H) (1) of this rule.

- I. All amounts over actual cost shall be refunded and all amounts under actual cost shall be paid within sixty days after completion of extension.
- J. When more than one applicant is involved, the amount of the advance in aid of construction shall be divided equally among the applicants unless otherwise agreed by the applicants.
- K. Refunds of advances in aid of construction shall be made in accordance with the following method. The Company shall pay each year to the party making an advance in aid of construction, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession; an amount equal to twenty percent of the total gross annual revenue from water service to each bona fide customer, other than a subsequent applicant whose service line is connected to main or extension lines covered by the main extension

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agreement, for a period of not less than fifteen years. Any balance remaining at the end of the fifteen-year period shall thereafter remain payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen-year period shall otherwise become nonrefundable.

- L. 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.
- M. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced.
- N. The Public Utilities Commission of Ohio will not approve the transfer of any "Certificate of Public Convenience and Necessity" where the transferor has entered into extension agreements, unless it is demonstrated to the Commission that the transferor has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay the transferor's obligation under the agreements.
- O. The Company shall not be required to extend mains unless the prospective customer guarantees to the Company 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.
- P. The Company shall 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.

SUBSEQUENT CONNECTIONS, SERVICE CONNECTIONS & TAP INS

- A. If and when at any time during the term of a main extension agreement involving refundable advances in aid of construction pursuant to Rule 4901:1-15-30 of the Administrative Code, the owner (hereafter referred to as the subsequent applicant) of any lot abutting the main extension, who was not a party to the main extension agreement, requests service; the Company shall collect in advance from each such

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Seneca Utilities, Inc.

Jon D. Robertson, President

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Tariff P.U.C.O. No. 4
Seneca Utilities, Inc. Water Tariff

subsequent applicant, funds equal to the total foot frontage of the lot to receive service multiplied by the per foot frontage charge.

1. The per foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total foot frontage of the lots capable of receiving service from the extension.
2. In the event that the total of the amount already refunded pursuant to Paragraph (K) of rule 4901:1-15-30 of the Administrative Code, plus the subsequent applicant's fee calculated under Paragraph (A) of this rule exceeds the total refundable amount of the advance in aid of construction; the amount collected from the subsequent applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded pursuant to Paragraph (K) of rule 4901:1-15-30 of the Administrative Code.
3. The Company shall refund money collected pursuant to this paragraph to the parties to the main extension agreement, or to their assignees or other successors in interest when the Company has received notice of such assignment or succession in proportion to their original deposits. This refund shall be in addition to that provided for in paragraph (K) of Rule 4901:1-15-30 of the Administrative Code.
4. The Company shall enter into a written agreement with the subsequent applicant.
5. Refunds of subsequent applicant fees made pursuant to this rule shall be made in accordance with this method. The Company shall pay each year to the subsequent applicant, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty percent of the total gross annual revenue from water service to each bona fide subsequent applicant whose service line is

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connected to main or extension lines covered by the main extension agreement. Refunds will terminate when the entire amount of the subsequent applicant's fee has been refunded or when the cumulative amount refunded pursuant to paragraph (K) of Rule 4901:1-15-30 of the Administrative code equals the refundable amount of the advance in aid of construction, or until fifteen years after the date of the main extension agreement, whichever is earliest. Agreements under this rule may provide that any unrefunded balance remaining at the end of the fifteen-year period shall still remain payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen-year period shall otherwise become nonrefundable.

- B. Reimbursement to the Company for a tap-in shall in no event be more than the actual out-of-pocket costs of connecting service.

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DROUGHT PREPAREDNESS

Conditions beyond the control of the Company may make it necessary for the Company to impose water usage restrictions to ensure that the supply of water remains adequate for basic human needs.

When it is determined, in the opinion of the Company, that a threat to the integrity of their water supply exists, the Company may implement restrictions on water consumption as are necessary to reserve sufficient water supply for basic human needs as follows:

- A. Level 1. Partial ban on all lawn watering;
 Level 2. Complete ban on all lawn watering and car washing;
 Level 3. Ban on all non-essential uses of water.
- B. The Company must notify the Public Utilities Commission of Ohio of any proposed water usage restriction pursuant to the rules and regulations of the Commission.
- C. The Company shall provide notice to all customers prior to implementing the water usage restrictions.
- D. The curtailment of water usage shall not entitle the customer to a deduction in the amount of his/her water charges during the time of curtailment.

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NOTIFICATION OF CUSTOMER RIGHTS

be liable for said final bill. Upon rendering and payment of the final bill, the service contract shall be terminated.

3. Bills and Payment for Service:

- (1) Each customer is liable for the payment of all water supplied and for the availability of water service provided to his premises until he has paid his final bill for all charges of any kind.
- (2) All bills and charges due to the Company shall be paid to the Company's 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 serviced unless the customer shall, in writing, request that they shall be sent to some other address specified. The failure to receive a bill shall not relieve the customer from the obligation to pay same when due.
- (4) All charges for water are due and payable in advance, quarterly on or before the first day of January, first day of April, the first day of July, and the first day of October.
- (5) A customer's bill becomes delinquent if not paid within fourteen (14) days after the billing date. Water service may be discontinued not less than thirty (30) days after the Company mails a disconnection notice informing the customer of the delinquent bill.
- (6) When a customer desires water service to be discontinued, either temporarily or permanently, he shall so notify the Company at the Company's office. Any bill, and all other charges against the customer's account, must be paid in full to the office of the Company before service shall be discontinued in accordance with such request.
- (7) No rebates from rates will be allowed because a customer obtains a part of his water or water service from any well, cistern or other source.
- (8) If any bill remains unpaid for fourteen (14) days after it becomes payable, it shall be subject to a five percent (5%) additional charge. Such late payment charge will not be compounded on future delinquencies and will not be imposed in any month in which payments equal or exceed current charges.

4. Disconnection of Service:

- (1) The Company may, without notice, discontinue all or any part of its service to any customer for any of the following reasons:
 - (A) For tampering with any main, service line, service stops, 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 will be given twenty-four (24) hours written notice before service is disconnected when any of the following conditions exists:

NOTIFICATION OF CUSTOMER RIGHTS

- (A) For use of water for any premises or for any purpose not stated in this 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. If personal service cannot be accomplished at that time the notice shall be securely attached to the premises in a conspicuous manner.

- (3) The customer will be given fourteen days (14) written notice before service is disconnected when any of the following conditions exists:
 - (A) For denial to the Company of reasonable access to the premises for purpose of inspection;
 - (B) For misrepresentation in the application as to the premises to be supplied or as to any material facts.
 - (C) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph (1) of this section.
 - (D) For violation of federal, state, or local laws or ordinances where such violation affects the provision of the utility service by the Company.
 - (4) The customer must be given thirty (30) days written notice before service is disconnected when the following conditions exists:
 - (A) For non-payment of any tariff charges when due, or within any additional period for payment permitted by the Company. Disconnection of service for non-payment may not occur prior to thirty (30) days after the due date.
 - (5) A notice of disconnection shall clearly state all of the following:
 - (A) The earliest date when disconnection could occur.
 - (B) The reason(s) for disconnection.
 - (C) The action the customer must take in order to avoid the disconnection.
 - (D) The total amount required to be paid, which shall not be greater than the past due balance.
 - (6) Company employees who normally perform termination of service may accept payment in full for past due bill or set up payment plan in lieu of termination.
 - (7) The Company will not disconnect service if the disconnection of service would endanger the health of a customer or permanent residence of the household. The customer must have a form provided by the Company signed by a licensed physician or local health physician stating that a special danger to the customer's health exists.
5. 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 physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.
 6. 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) The customer has paid all unpaid charges owed to the Company including a five dollar

- ((\$5.00) reconnection charge to the Company;
- (2)The customer has entered into an agreement with the Company on a deferred payment plan, which states the past due account will be current within a ninety-day period of time, and a payment must be made to have water service reconnected; or
- (3)The customer has corrected any condition found objectionable under the regulation of the Company.
7. When the Company has discontinued customer service under its Tariffs, by turning off the curb stop and this proves to be unsuccessful the Company may physically disconnect the curb stop. The Company will bill the customer for the out of pocket expenses incurred for disconnection and reconnection.
8. Company employees shall show Company employee photo identification when the employee is seeking access to your premises. The Company employee will state the reason for seeking access to your premises.
9. The Company's rates, rules and regulations (tariff) are available for review upon request at Company office; Seneca Utilities, Inc. 7326 Canton Road NW., Malvern, Ohio 44644, or at the Lake Seneca Property Owners Association (LSPOA) office, 233 Seneca Dr., Montpelier, Ohio 43543, or at the office of the PUCO.
10. You have the right to examine the comprehensive set of Standards for Waterwork Companies that the PUCO has adopted. These new standards are available at the office of the PUCO or are available for your review upon request at the Company's office or the LSPOA office. The hours of the Company's office are Monday through Friday between 8:00 and 4:30, the hours of the LSPOA are Monday through Friday between 9:00 and 12:00.
11. If a customer's check, presented in payment for a bill, is returned by the financial institution unpaid, a charge of ten dollars (\$10.00) will be made to the customer's account provided that the customer's check has been properly processed by the Company.

Appendix C

SENECA UTILITIES, INC.
P.O. BOX 566
7326 CANTON ROAD NW
MALVERN, OHIO 44644
(330) 863-0613
FAX(330) 863-2257

MEDICAL CERTIFICATE

Date _____

Patient's Name _____

Patient's Address _____

Customer Telephone Number _____

This certifies that _____ has a medical condition that will danger
his/her health if water service at their residence is disconnected.

Physician's Name _____

Physician's Address _____

Physician's Telephone Number _____

Physician's Signature _____