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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Aqua Ohio, Inc. for Authority to Change the Name of Ohio American Water Company to Aqua Ohio Water Company	)	Case No. 12-0720-WS-ACN
In the Matter of the Joint Application of Ohio American Water Company and Aqua Ohio, Inc. for Approval of the Transfer of Certificates of Public Convenience and Necessity	)	Case No. 12-0721-WS-ATC
In the Matter of the Application of Aqua Ohio Water Company for Approval To Change Its Bill Format.	)	Case No. 12-0722-WS-ATA

**SUPPLEMENT TO THE APPLICATION OF AQUA OHIO, INC. TO CHANGE THE NAME OF OHIO AMERICAN WATER COMPANY TO AQUA OHIO WATER COMPANY; FOR APPROVAL FOR THE TRANSFER OF CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY AND AUTHORITY; AND, APPROVAL FOR AQUA OHIO WATER COMPANY TO CHANGE ITS BILL FORMAT**

On February 21, 2012, Aqua Ohio, Inc. ("Aqua" or "Applicant") filed an Application requesting Commission approval of (i) a change in name from Ohio American Water Company to "Aqua Ohio Water Company" (ii) transfer of Ohio American's certificates of public convenience and necessity to provide water and sewer service to Aqua; (iii) Aqua Ohio Water Company's adoption of Ohio American's tariff; (iv) the waiver of a hearing pursuant to R.C. 4905.48 and Ohio Adm. Code 4901:1-15-04; (v) authority to change the bill format of Aqua Ohio Water Company to be consistent with the bill formats of other divisions of Aqua Ohio, Inc. and (vi) the provision and the substance of notices advising affected customers of the proceeding.

The purpose of this filing is to supplement the Applicant's filing in Case No. 12-0722-ATA with an additional change to Aqua's tariff sheets. Specifically, pursuant to O.A.C. § 4901:1-15-16, Aqua requests that the Commission approve the change to the Notification of Customer Rights as requested herein. The change to the Notification of Customer Rights will reflect the change in name and contact information from Ohio American to Aqua Ohio Water Company. The change to the Notification of Customer Rights will also reflect the Commission's

This is to certify that the filing submitted is an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician *[Signature]* Date Processed 3/6/12

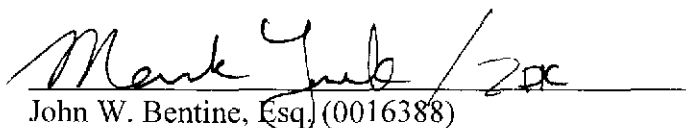
Amended Rules, which became effective on February 16, 2012 pursuant to the Order in Case No. 11-4910-AU-ORD. Lastly, Aqua has extended the length of notice customers receive before Aqua will disconnect service from fourteen days to fifteen days. The tariff sheets affected are Ohio American Water Company, P.U.C.O. Tariff No. 15, Attachment 1, Pages 1-4 of 4.

In continuing the exhibit order from the Application, attached hereto as Exhibit M are Ohio American's (to be operating as Aqua Ohio Water Company) existing tariff sheets, proposed tariff sheets; and redline tariff sheets showing proposed revisions.

This request to change Ohio American's/Aqua Ohio Water Company's Notification of Customer Rights will not result in an increase in any rate, joint rate, toll, classification, charge or rental.

WHEREFORE, the Applicant respectfully requests that the Commission issue a Final Order in the above captioned case finding, approving and granting Aqua's Application and Aqua's Supplement to the Application to change Ohio American's Notification of Customer Rights to conform to the new Notification of Customer Rights proposed herein as set forth in Exhibit M, and granting all other necessary and proper relief.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Yurick / JWB", is written over a horizontal line. Below the line, the name "John W. Bentine, Esq." is printed.

John W. Bentine, Esq. (0016388)

Counsel of Record

E-Mail: [jbentine@taftlaw.com](mailto:jbentine@taftlaw.com)

Direct Dial: (614) 334-6121

Mark S. Yurick, Esq. (0039176)

Direct Dial: (614) 334-7197

Email: [myurick@taftlaw.com](mailto:myurick@taftlaw.com)

Taft, Stettinius & Hollister LLP

65 East State Street, Suite 1000

Columbus, Ohio 43215-4213

(614) 221-2838 (Main Number)

(614) 221-2007 (facsimile)

**Attorneys for Aqua Ohio, Inc.**

**EXHIBIT M**

**EXISTING NOTIFICATION OF CUSTOMER RIGHTS**

**REDLINE VERSION - PROPOSED NOTIFICATION OF CUSTOMER RIGHTS**

**CLEAN VERSION - PROPOSED NOTIFICATION OF CUSTOMER RIGHTS**

## **EXISTING NOTIFICATION OF CUSTOMER RIGHTS**

### **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](http://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.puco.ohio.gov](http://www.puco.ohio.gov).

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 of 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 tune specified on the bill. If your bill is not paid within 20 days after the bill was rendered, die 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, physician assistant clinical nurse specialist, certified nurse practitioner, certified midwife, 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, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, 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 1 1/2% 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.

The Company shall test the meter within thirty (30) days following the Customer's request. The Customer has the right to be notified of the scheduled test date. The Customer or the Customer's representative may be present when the meter test is performed. The Company shall provide the Customer the on-site test results at the time of the test.



**REDLINE VERSION**

**PROPOSED NOTIFICATION OF CUSTOMER RIGHTS**

### 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 1-877-987-2782, Monday to Friday, 7:30 a.m. to 5:00 p.m. You may also contact Aqua Ohio Water Company (Aqua Ohio) in writing at the following address: Aqua Ohio, 762 West Lancaster Ave., Bryn Mawr Pennsylvania, 19010.

If your complaint is not resolved, after you have called Aqua Ohio, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://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 Aqua Ohio or the PUCO. A copy of Aqua Ohio's rates and tariff provisions are available for review upon request at our offices or from the PUCO.

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.

#### 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.

Aqua Ohio 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.

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**YOUR RESPONSIBILITIES AND OURS**

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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.

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We may disconnect your service upon 15 days written notice for any of the following reasons:

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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 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.

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**RECONNECTION OF SERVICE**

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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**

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**CLEAN VERSION**

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**RECONNECTION OF SERVICE**

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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**

Aqua Ohio 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 1 ½ % fast or slow, no charge shall be made to the Customer for such test. Aqua Ohio 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.

The Company shall test the meter within thirty (30) days following the Customer's request. The Customer has the right to be notified of the scheduled test date. The Customer or the Customer's representative may be present when the meter test is performed. The Company shall provide the Customer the on-site test results at the time of the test.