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RATES, RULES, AND REGULATIONS GOVERNING SEWAGE DISPOSAL SERVICE

OHIO WASTEWATER SYSTEMS, INC.

89-7054-ST-TRF

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SECTION 1 – GENERAL PROVISIONS

1. Definitions. Certain terms used in this tariff are defined as follows:

   A. "Clean Waters" means all waste waters other than sewage, including, but not limited to, roof and roof runoff and surface drainage.

   B. "Collection Main" means a pipe that collects or transports wastewater from the Company Service Line to the Company's treatment facility.

   C. "Commission" means the Public Utilities Commission of Ohio.

   D. "Company" means Ohio Wastewater Systems, Inc.

   E. "Company Service Line" means that portion of the service line between the Collection Main and the outlet of the customer-owned Tank; including the sewer inlet connection, at or near the property line, right of way, or easement line, maintained at the cost of the Company.

   F. "Customer(s)" means any person as defined in Rule 4901-1-01(N), OAC who enters into an agreement with the Company to receive sanitary sewer service.

   G. "Customer Service Line" means that portion of the service line between the inlet of the Customer-owned Tank and the structure or premises which is, supplied, installed, and maintained at the cost of the Customer.

   H. "Facilities" means all equipment and other property owned and operated by the Company.

   I. "In-Tank Equipment" means all Company-owned equipment installed within the Customer's Tank.

   J. "Premises" means the Customer's private property.

   K. "Service Connection" means the connection of the Company Service Line with the customer-owned Tank, which connection enables the Customer to receive service.

L. "Tank" means the concrete vault installed on the Customer's premises and owned by the Customer, which accepts waste from the Customer Service Line.

M. "Tap-In" means the connecting of a Company Service Line to a Collection Main.

2. Applicability. Sewer service provided by Company is furnished subject to the terms and conditions set forth in this tariff, which has been filed with and approved by the Commission. In case of any conflict between these terms and conditions of service and the Standards for Waterworks Companies and Sewage Disposal System Companies set forth in Chapter 4901:1-5 of the Ohio Administrative Code ("OAC"), as amended from time to time, the provisions of Chapter 4901:1-15, OAC, shall take precedence unless otherwise specifically ordered by the Commission. The tariff is applicable to all service furnished by the Company throughout its service area, a map of which is set forth in Section 5 of this tariff.

3. Notification of Customer Rights. Pursuant to Rule 4901:1-15-16, OAC, the Company shall provide to new customers at the time service is initiated, and to existing customers upon request a summary of their rights and obligations under Chapter 4901:1-15, OAC. The Notification of Customer Rights provided by the Company in accordance with this rule is set forth in Appendix A to this tariff.

SECTION 2 – RATES, CHARGES, BILLING, AND PAYMENT

1. Applicability. The rates and charges for 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. Monthly Rate for Sewer Service.

Fixed Monthly Charge: $58.00 per month

3. Billing and Payment. The Company bills its Customers on a monthly basis. Bills shall be sent to the address of 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 (15) days from the billing date. All bills shall be mailed no later than the billing date set forth on the bill. Bills not paid within fifteen (15) days of the billing date shall be considered delinquent and shall be subject to a late payment charge of five percent (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 (14) days written notice pursuant to Paragraph 9 of Section 3 of this tariff. Failure to receive a bill does not relieve the Customer from the responsibility for payment. The Customer will continue to be responsible for paying all monthly bills for sewer service for the premises served until the Customer provides notice to the Company that the Customer has vacated the premises. Upon receipt of such notice, the Company shall render a final bill showing the total amount due and owing, including the monthly charge for the service month during which the notice was received.

4. Credit Card Convenience Fee. The Company shall accept payments by credit card online at http://www.ohiowastewater.com or by telephone authorization at the Company's toll free number, 1-877-669-0786. A convenience fee of three percent (3%) shall be added to the Customer's bill when paying by credit card to reflect the fee charged to the Company by the credit card processing company. The actual dollar amount of such fee shall be provided to the Customer before the Customer authorizes payment by credit card.

5. Reconnection Charge. Customers whose sewer service is disconnected pursuant to Paragraph 9 of Section 3 of this tariff shall pay a reconnection charge of $95.00 to have service restored. The reconnection charge is in addition to any other charges authorized by Paragraph 10 of Section 3 of this tariff as a condition of restoring 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 shall 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 bill.

7. Billing 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 (30) days or issue a credit for the overpayment on the next bill. If the error resulted in the Customer being undercharged, the Company shall allow the Customer no less than the same period for which the Customer was undercharged to pay the additional amount owed.

8. Capacity and Tap-In Fees. Where the developer of the subdivision has installed the collection system required to serve a Customer's premises and has funded the construction of treatment and disposal facilities designed to meet the capacity requirements of Customers within the subdivision, no Tap-In or other fees shall be charged to the customer as a condition of receiving sewer service. If the Company, after obtaining Commission approval, subsequently expands its service area in response to a request for sewer service by a potential customer located outside the subdivision, the Company, in addition to charging for the cost of the main extension necessary to serve the new Customer pursuant to Section 4 of this tariff, shall be entitled to charge a non-refundable capacity fee as a contribution in aid of construction if the capacity of the existing treatment and disposal facilities is not adequate to provide service to the new Customer. The capacity fee shall be equal to the actual out-of-pocket costs incurred by the Company for the construction and installation of the additional treatment and/or disposal facilities required to provide service to the new Customer, and shall not include the cost of constructing or installing capacity in excess of that required to provide service to the new Customer. The Company shall be responsible for the cost of oversizing to the extent that such costs are not offset by capacity fees collected as contributions in aid of construction from subsequent applicants for

service. The Company shall also be entitled to charge a Tap-In fee equal to its actual out-of-pocket costs for connecting the service where a new Customer subsequently connects to a main extension.

9. Special Arrangements. Nothing in this section prevents the Company from entering into a special arrangement with a Customer pursuant to Section 4905.31 of the Revised Code where circumstances warrant. As required by Section 4905.31(E) of the Revised Code, no such special arrangement is lawful unless it is filed with and approved by the Commission.

SECTION 3 – SERVICE AND FACILITIES

1. Application for Service. Applications for sewer service shall be in writing on a form prescribed by the Company and approved by the Commission. The application shall be signed by the prospective customer or the prospective customer's authorized representative. A copy of the Company's application form is set forth in Section 6 of this tariff. Based on the information provided in the application for service, the Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or a security deposit as a condition of initiating service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix to this rule. If a deposit if required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions of these rules. In conjunction with the application form, the Company shall provide the prospective customer with a user manual relating to the sewer system components installed on the customer's property. The prospective customer shall agree to review the user manual as a condition of receiving service.

2. Service Connection and Company Service Line Installation. Pursuant to its agreement with the Company, the developer of the subdivision to be served by the Company will install the Company Service Line and the Service Connection in accordance with the Company's specifications. After an inspection with results acceptable to the Company, the Company Service Line and the Service Connection will be conveyed to the Company by the developer. If the property of an applicant for sewer service is so situated that the developer has not installed the Company Service Line and the Service Connection, the property owner shall, upon submitting the application for service, pay the applicable fees specified in Paragraph 8 of Section 2 of this tariff. Upon receipt of the signed application all applicable fees, the Company shall install the Company Service Line and all required In-Tank equipment and complete the Service Connection. The Service Connection, Company Service Line, and all required In-Tank Equipment shall be the property of the Company and shall be maintained by the Company.

3. Customer Service Line and Tank Installation. Pursuant to its agreement with the Company, the developer of the subdivision to be served by the Company will install the Tank and the Customer Service Line from the dwelling or structure to the inlet of the Tank in accordance with the Company's specifications. The Customer Service Line and the Tank will become

the property of the property owner upon purchase of the premises. If the property of an applicant for sewer service is so situated that the developer has not installed the Tank and the Customer Service Line, the property owner applying for sewer service shall be responsible for the installation of the Tank and the Customer Service Line and shall make application to the Company for approval of the plans for same through a competent plumber as his/her authorized representative. If the Company approves the location of the Tank and the Customer Service Line and is otherwise satisfied with the plans and specifications for the installation, the Company shall authorize the plumber to proceed with the installation. All costs of the installation of the Tank and the Customer Service Line shall be borne by the property owner. Service shall not commence until the Company has inspected and approved the Tank and the Customer Service Line installation, such inspection to be performed at no cost to the Customer. The Customer Service Line shall be maintained in proper condition by the property owner, which shall be responsible for the cost of any necessary replacement or repairs. Notwithstanding that the Tank is the property of the property owner, the Company shall perform routine maintenance and repairs on the Tank at no cost to the Customer; provided, however, that if the Company reasonably determines that extraordinary maintenance service and/or repairs are required as a result of the customer's failure to comply with the Company's rules and regulations as set forth in this tariff and/or the Customer's failure to exercise reasonable care in connection with the use of the Tank, the Company shall be entitled to charge the Customer the actual out-of-pocket cost associated with the maintenance or repair. The In-Tank Equipment and the Company Service Line shall be installed by the Company and shall be the property of the Company, which shall be responsible for their maintenance and repair; provided, however, that if the Company reasonably determines that a component of the In-Tank Equipment or the Company Service Line has been damaged due to the customer's failure to comply with the Company's rules and regulations as set forth in this tariff and/or the Customer's failure to exercise reasonable care in connection with the use of the Tank, the Company shall be entitled to charge the Customer the actual out-of-pocket cost associated with repairing or replacing the damaged component or the Company Service Line. In no event shall the Customer be responsible for the repair or replacement of a component of the In-Tank Equipment or the Company Service Line resulting from normal wear and tear.

4. Relocation of Service Connection. Service Connections moved for the convenience of the Customer shall be relocated by the Company at the Customer's expense.

5. Water Valve. As a condition of receiving sewer service from the Company, a Customer must have a water shut-off valve in the water line on the Customer's side of the water meter and an appropriate valve box. Under its agreement with the Company, the developer will install the water valve and valve box in each residence within the subdivision. If the property of an applicant for sewer service is so situated that the developer has not installed the water valve and valve box, the property owner applying for sewer service shall permit the Company to install the water valve and valve box. The property owner shall reimburse the company for the cost of the water valve and valve box and the out-of-pocket costs associated with installing same. Once installed, the water valve and valve box shall be the property of the property owner, which shall be responsible be responsible maintaining same in good working order. The Company's use of the water valve and valve box for purposes of disconnecting sewer service shall not relieve the Customer from the obligation to pay the water service provider for water service.

6. Access to Customer Premises. Because the Company Service Line and In-Tank Equipment are located on private property, and because the Company requires access to the property upon which these facilities are located for purposes of installing, inspecting, maintaining, repairing, replacing, and removing these facilities, and because the Company requires access to the property on which Tank is located to fulfill its obligation to provide maintenance service and repairs to the Tank, the property owner, as a condition of receiving sewer service to the Premises, shall be required to grant an easement to the Company authorizing access to the property for the above-specified purposes if such an easement was not recorded by the developer prior to the purchase of the property by the property owner. The Company shall have the right to enter a dwelling or structure only with permission granted by a person holding himself or herself out as being responsible for the dwelling or structure; provided, however, that nothing in this provision shall be construed as preventing the Company from discontinuing service to a Customer pursuant to Rule 4901:1-15-27, OAC, for the unreasonable denial of access to a dwelling or structure where such access is sought by the Company to determine if an emergency exists or to investigate whether the Customer is in violation of the rules and regulations governing sewer service set forth in this tariff. Any employee or representative of the Company seeking access to a dwelling or structure of a Customer shall voluntarily identify himself or herself, provide proper Company photo identification, and state the reason for the visit. The employee or representative shall, in all cases, direct himself or herself to a person holding himself or herself out as being responsible for the dwelling or structure. Entrance shall not be sought or gained by subterfuge or force. Nothing in this paragraph shall be construed as limiting

or eliminating property rights granted to the Company pursuant to easements or other estates or interests in real property.

7. Interruptions of Service. The Company undertakes reasonable care and diligence to provide service on a continuous basis, but reserves the right, at any time and without notice, to discontinue service for the purpose of making emergency repairs. In the case of planned interruption of service, the Company shall notify affected customers at least three (3) days in advance of the interruption. The notice shall be by delivered written notice, by publication in a newspaper of general circulation in the Company's service area, or by an obvious sign posting in the affected portion of the Company's service area. The notice shall state the date and estimated duration of the outage and the toll free telephone number Customers may call for further information.

8. Prohibited Connections. Customers shall not connect the Customer Service Line or any pipe connected to same to a Premises not stated in the application.

9. Disconnection of Service. The Company may refuse service to an applicant for service or disconnect a Customer only for those reasons for refusal or disconnection of service set forth in this paragraph. The following procedures govern refusals or disconnections of service. In the event a Customer's service could be disconnected for more than one of the following reasons, the minimum notice provision (which includes no notice) applies.

   A. No notice is required for disconnection of service for any of the following reasons:

      1. For tampering with any collection main, service line, or appliance under the control of, or belonging to the Company; or

      2. 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 shall be given not less than twenty-four (24) hours written notice before service is discontinued for any of the following reasons:

      1. For the discharge of any type of sewage not stated in the application; or

2. For the use of service upon any premises not stated in the application.

For purposes of the written notices provided for in Paragraphs 9.B.1. and 9.B.2 of this section, personal delivery of the notice to the Customer's Premises shall first be attempted and, if personal service cannot be accomplished at that time, the notice shall be securely attached to the Premises in a conspicuous manner.

C. The Customer shall be given not less than fourteen (14) days written notice before he 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 (15) days after the due date;

2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraph 9.A and 9.B of this section;

3. For misrepresentation in the application as to any material fact;

4. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

D. Service shall 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) continue to reside at the premises;

2. Failure to pay for a class of service different from the service provided for the account in questions;

3. Failure to pay any amount which according to established payment 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 (10) days before disconnection could occur. In a multi-dwelling, written notice shall be placed in a conspicuous place. 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, which are weekdays from 8:30 a.m. to 5:30 p.m., EST; 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 or representative who normally perform the termination of service shall 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 or representatives may also be authorized to make extended payment arrangements.

I. In accordance with Rule 4901:1-15-27(I), OAC, the Company shall not disconnect service for nonpayment if the disconnection of service would be especially dangerous to the health of a permanent resident of the Premises 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 local 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. The

medical certification form shall be provided upon request to any residential Customer or, at the Customer's direction, to a designated health care professional of the type identified above. Certification shall prohibit disconnection for thirty (30) days from the Company's receipt of the signed certification form; provided, however, that initial certification by the certifying party may be by telephone if written certification is forwarded to the Company within seven (7) calendar days. If a medical certificate is used to avoid disconnection, the Customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment of the plan shall not be due until the end of the certification period. In the event that service has already been disconnected for nonpayment, the Company shall restore service if a signed certification form is received by the Company within twenty-one (21) days of disconnection and the Customer agrees to an extended payment plan. Certification may be renewed two additional times for thirty (30) days each by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety (90) days in any twelve (12) month period. Certification does not relieve the customer from the responsibility for past due amounts owed the Company, charges incurred during the certification period and, where disconnection has already occurred, the applicable reconnection charges set forth in Paragraph 5 of Section 2 of this tariff.

10. Reconnection of Service. The Company shall 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 shall 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 guarantor arrangement or deposit required pursuant to Paragraph 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 to the Company's business office or provide proof that payment was, in fact, timely made. The Company will only restore service during its normal business hours, which are weekdays from 8:30 a.m. to 5:30 p.m. EST. C. The Company, subject the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or a deposit as a condition of restoring service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-07-03, OAC, and shall require the guarantor to execute a Guarantor Agreement in the form set forth in the Appendix to this rule. If a deposit is required, the Company shall provide the Customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions of these rules.

D. The current portion of the Customer's bill shall not be considered in computing the full amount of arrears pursuant to Paragraph 10.A.1 of this section. The Company shall not require payment of any portion of the Customer's bill that is not more than fifteen (15) days past due, excluding the reconnection charge(s), as a condition of restoring service.

11. Complaints. Customer complaints, including, but not limited to, complaints regarding service or bills may be made to the Company either orally or in writing. 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 day of the receipt of the complaint. The report shall include a description of the action taken by the Company, if any, to resolve the complaint. The Company shall maintain records of complaints in accordance with Rule 4901:1-15-14(D), OAC. If the complainant is not satisfied with the Company's report, the Company shall promptly inform the Customer of the availability of the Commission's complaint handling procedures, including the current address and the toll-free telephone number for the Commission's Call Center. The Company shall also investigate Customer complaints referred to it by the Commission. The Company shall submit a report to the Commission within ten (10) business days after the receipt of a Commission request for information concerning a complaint(s). The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

12. Prohibited Discharges. No Customer shall cause the discharge of Clean Waters into any Company Service Line or Collection Main without the written consent of the Company.

SECTION 4 – MAIN EXTENSIONS AND SUBSEQUENT CONNECTIONS

1. Applicability. The collection system components required to serve lots within the subdivision served by the Company have or will be installed by the developer. Thus, this section applies only to requests for sewer service by prospective customers outside the Company's current service area. No such requests shall be granted unless the Company first obtains Commission approval to expand its service area to serve the prospective customers in question.

2. Main Extensions and Related Facilities. The Company shall extend its mains and related facilities to serve new customers in accordance with the provisions of Rule 4901:1-15-30, OAC. As used in this section, "main extension" means an extension of a collection main from the nearest existing adequate collection 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. As used in this section, "related facilities" means all fittings, connections, and other facilities associated with the main extension and required in accordance with reasonable utility engineering practices to provide service to a point perpendicular to the most remote structure to the served fronting the main extension.

3. Main Extension Agreements. All agreements between the Company and prospective customers concerning main extensions and/or related facilities to be funded by customers' contributions in aid of construction, customer advances in aid of construction, or some combination of these methods, shall be in writing, and signed by the Company and the prospective customers involved, or their duly authorized representatives. These written agreements shall embody the terms and conditions set forth in Rule 4901-15-30, OAC.

4. Ownership. All main extensions and related facilities shall become the property of the Company.

5. Specifications and Construction. The size, type, quality of materials, and location of main extensions and related facilities shall be determined by the Company. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. Construction shall be performed by the Company or by contractors acceptable to the Company.

6. Cost Estimate. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by customer contributions in aid of construction, customer advances in aid of construction, or a combination of these methods, the Company shall estimate the total of the costs of the main extension, related facilities, and tax or tax impact in accordance with Rule 4901:01-15-30, OAC. 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 prospective customer(s). The length of the main extension shall be determined by measuring from the nearest existing adequate main along a route determined in accordance with generally accepted utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the prospective customer, the Company shall bear the cost of such oversizing.

7. Method of Payment. The main extension agreement shall embody one of the following methods of payment. The selection of the method will be at the discretion of the Company.

A. The prospective customer requesting the 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 construction
R = Decimal equivalent of applicable marginal rate of federal income tax on value of the taxable contributions and advances.

The entire advance including the tax impact shall be subject to refund as provided in Paragraph 10 of this section unless the funds advanced are in the form of a contribution in aid of construction, in which case the funds shall not be subject to refund.

B. The prospective customer requesting 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 main extension and related facilities minus any tax shall be subject to refund as provided in Paragraph 10 of this section unless the funds advanced are in the form of a contribution in aid of construction, in which case the funds shall not be subject to refund.

The tax shall be calculated by the following method: Tax = C x R

C = Definition in Paragraph 7.A. of this section.
R = Definition of Paragraph 7.A. of this section.

8. True Up Adjustments. Any amount by which the estimated cost of the main extension and/or related facilities determined pursuant to Paragraph 6 of this section exceeds the actual cost shall be refunded to the Customer by the Company within sixty (60) days after the completion of the extension. Any amount by which the actual cost of the main extension and/or related facilities exceeds the estimated cost paid by the customer to the Company determined pursuant to Paragraph 5 of this section shall be billed to the Customer upon completion of the extension and shall be paid by the Customer with sixty (60) days after completion of construction.

9. Multiple Applicants. When more than one prospective customer is involved in the request for a main extension and/or related facilities, the amount of the advance in aid of construction shall be divided equally amount the applicants unless otherwise agreed by the applicants.

10. Refunds. Refunds of advances in aid of construction shall be made in accordance with method prescribed by Rule 4901:1-15-30(K), (L), and (M), OAC. Contributions in aid of construction are not subject to refund.

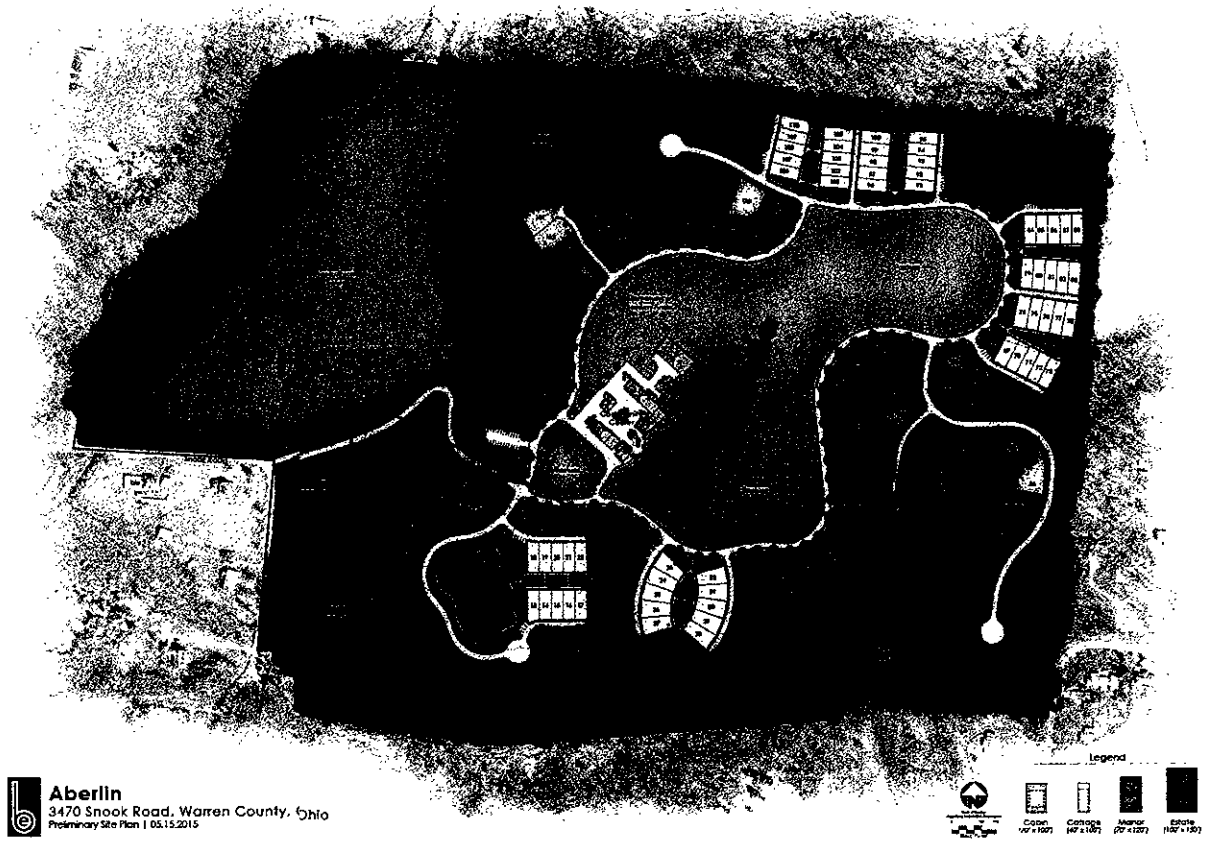
11. Customer Guarantee of Acceptance of Service. The Company will not extend mains unless the prospective customer guarantees to the Company in the main extension agreement that service will be accepted within thirty (30) days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.

12. 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.

13. 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 as provided in Rule 4901:1-15-31, OAC. The subsequent applicant shall pay a Tap-In fee as provided in Paragraph 8 of Section 2 of this tariff and, if applicable, a capacity fee as a contribution in aid of construction as provided in said paragraph.

SECTION 5 – SERVICE AREA MAP



Filed pursuant to PUCO Finding and Order dated November 8, 2017 in Case No. 17-616-ST-ACE

Issued by Charles Hyatt, President

SECTION 6 – SEWER SERVICE APPLICATION

APPLICATION FOR SEWER SERVICE

DATE: _____

_____
PRINTED NAME

_____ _____
ADDRESS OF PROPERTY **LOT #**

_____
MAILING ADDRESS (If different from above)

_____ _____
TELEPHONE NUMBER **EMAIL ADDRESS**

I hereby make application to Ohio Wastewater Systems, Inc. ("OWSI") for sewer service to the property at the address identified above.

1. I understand that components of a sewer system have been installed on the property identified above, which is owned or occupied by me, and that these components are or will be connected with a wastewater treatment and disposal system owned and maintained by OWSI. I agree that any connection to or use of these components shall be in accordance with the Rules and Regulations of OWSI, which are on file with and have been approved by the Public Utilities Commission of Ohio ("PUCO").

2. I acknowledge that OWSI has provided me with a user manual relating to the sewer system components installed on my property. I agree that I will review these guidelines before sewer service commences to my premises.

3. I understand that the components of the sewer system upstream of the tank are the property of the property owner and that, as such, the property owner is responsible for their maintenance and repair. I also understand that, although the property owner owns the tank, OWSI will perform routine maintenance and repairs on the tank at no

cost, but that, if OWSI reasonably determines that extraordinary maintenance service and/or repairs are required as a result of my failure to comply with the Rules and Regulations of OWSI and/or my failure to exercise reasonable care in connection with the use of the tank, OWSI is entitled to charge me for the actual out-of-pocket cost associated with the maintenance or repair. I also understand that OWSI owns and is responsible for all other sewer system components located on my property, including equipment located within the tank, but that, if OWSI reasonably determines that extraordinary maintenance and repairs or the replacement of these components are required due to damage resulting from my failure to comply with the Rules and Regulations of OWSI and/or my failure to exercise reasonable care in connection with the use of the tank, the Company shall be entitled to charge me for actual out-of-pocket cost associated with maintaining, repairing, or replacing the damaged component.

4. I acknowledge OWSI and its successors and assigns have a perpetual easement in, over, under and upon the above-specified property as shown on the recorded property plat, with the right to enter upon the land to install, inspect, operate, maintain, repair, and remove all components of the sewer system on the property that are owned by OWSI, including, without limitation, the facilities and equipment installed within the interceptor tank and the service line from the outlet of the interceptor tank to the collection main. I further acknowledge that OWSI is permitted to enter upon my property for any reason in connection with the provision or removal of sewer service, subject to any limitations and notice provisions contained in OWSI's Rules and Regulations.

5. If not already installed, I hereby authorize OWSI to purchase and install a water cutoff valve and valve box on my side of my water meter and grant OWSI the exclusive right to use such valve in accordance with its Rules and Regulations. However, I understand that the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.

6. I acknowledge that OWSI has provided me with a copy of the Notification of Customer Rights set forth in Appendix A of OWSI's Rules and Regulations.

7. I agree to pay bills rendered by OWSI for sewer service in a timely manner at the rates, charges, and fees specified in the then current schedule of rates, charges, and

fees authorized by the PUCO, and understand that I must abide by OWSI's Rules and Regulations with respect to all aspects of the service provided.

8. I understand that, if I vacate the premises, I will continue to be responsible for paying all monthly bills for sewer service for the premises until I provide notice to the Company that I no longer reside at the premises. Upon receipt of such notice, the Company will render a final bill showing the total amount due and owing, including the monthly charge for service month during which the notice was received.

Signing of this form by a customer for sewer service shall in no case be deemed to constitute a waiver by the customer of any rights or privileges granted or guaranteed to him/her by the laws or constitution of the state of Ohio or by those of the United States.

APPLICANT'S SIGNATURE

NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Ohio Wastewater Systems, Inc. (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:

Ohio Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167
1-877-669-0786 (24-hour toll free number)

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

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573
1-800-686-7826
7-1-1 (Ohio Relay Service)
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 contacted the Company, or for general utility information, residential and commercial customers may contact the Commission for assistance at 1-800-686-7826 (toll free) 8:00 a.m. to 5:00 p.m. weekdays or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the Commission via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the Commission. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.occ.ohio.

Customer Rights:

As a customer, you have the right, among others, to:

A. Notice that the Company intends to discontinue service and the reason therefore, which includes non-payment of bills, failure to abide by the terms of the Company's tariff, tampering with Company facilities, discharging any type of sewage not stated in the application for service, or the use of service upon any premises not stated in the application for service.

B. Notice that sewer service will be interrupted;

C. See a proper Company photo identification when a Company employee or authorized representative seeks access to your premises; and

D. Review the Company's rates, rules, and regulations upon request.

Customer Obligations:

As a customer, you are obligated, among other things, to:

A. Abide by the terms and conditions in the Company's tariff;

B. Pay your bills when due;

C. Allow the Company access to your property, not including your dwelling or other structures, to inspect connections to the Company's system, inspect, maintain, and repair your tank and Company-owned equipment and facilities located on your property, and to investigate complaints; and

D. Review the user manual relating to the sewer system components located on your property furnished to you by the Company prior to the commencement of service.

Service Installation:

The Company will supply sewer service to any customer within its service area who makes an application in writing on the application form provided by the Company, subject to the terms and conditions set forth in the Company's tariff.

No connection or tap-in fee will be charged to implement service where the required collection facilities, including necessary mains and laterals, have been constructed and installed by the developer of the Aberlin Springs subdivision or its successors and assigns ("Developer") and where the Developer has funded the construction and installation of treatment and disposal facilities designed to provide sewage disposal service to the premises specified in the application for service. Upon acceptance of the application, the Company will, if necessary, complete the service connection, and initiate service.

The property owner owns and is responsible for the customer service line from the dwelling or structure to the inlet of the customer-owned tank. Notwithstanding that the tank is owned by the customer, the Company will perform routine maintenance and repairs on the tank at no cost to the customer; provided, however, that if the Company reasonably determines that extraordinary maintenance service and/or repairs are required as a result of the customer's failure to comply with the Company's rules and regulations as set forth in this tariff and/or the customer's failure to exercise reasonable care in connection with the use of the tank, the Company shall be entitled to charge the customer the actual out-of-pocket cost associated with the maintenance or repair. The Company will maintain and repair the Company-owned tank components and service line located on the customer's property; provided, however, that if the Company reasonably determines that extraordinary maintenance and repairs or the replacement of a component of the in-tank equipment or the Company service line are required due to damage resulting from the customer's failure to comply with the Company's rules and regulations as set forth in this tariff and/or the customer's failure to exercise reasonable care in connection with the use of the tank, the Company shall be entitled to charge the customer the actual out-of-pocket cost associated with maintaining, repairing, or replacing the damaged component or the Company service line.

Billing:

The Company bills its customers on a monthly basis. Bills will be sent to the address of 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 will be mailed no later than the billing date. The Company will accept payments online via credit card at http://www.ohiowastewater.com or by telephone authorization at 1-877-669-0786. A 3% convenience fee will be charged for payments by credit card, and the amount of such fee will be provided to the customer before the customer authorizes payment. Bills not paid within fifteen days of the billing date will be considered delinquent and will be subject to a late payment charge of 5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills will also subject the customer to disconnection for nonpayment upon fourteen days' written notice pursuant to the Company's tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

Disconnection of Service:

The Company may disconnect service to any customer only for the reasons for disconnection set forth below. The following procedures govern refusals or disconnections of service:

A. No notice is required for disconnection of service for any of the following reasons:

1. For tampering with any collection main, service line, or appliance under the control of, or belonging to, the Company;

2. 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 discharge of any type of sewage not stated in the application; or

2. For the use of service upon any premises not stated in the application. Personal delivery of the notice to the customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice will be securely attached to the premises in a conspicuous manner.

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; or

4. 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 or disconnected to any customer or refused to any applicant for service for any of the following reasons:

1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises;

2. Failure to pay for a class of service different from the service provided for the account in question;

3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; 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 will be given to the tenant(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.

F. The Company will 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 normal business hours of 8:30 a.m. to 5:30 p.m. EST, Monday through Friday; provided, however, that no disconnection for past due bills or for failure to make a required deposit will 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 or authorized representatives who normally perform the termination of service are authorized to either:

1. Accept payment in lieu of termination;

2. Dispatch an employee or authorized representative 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 or authorized representatives 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 local 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 (for 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.

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 and any required deposit;

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.

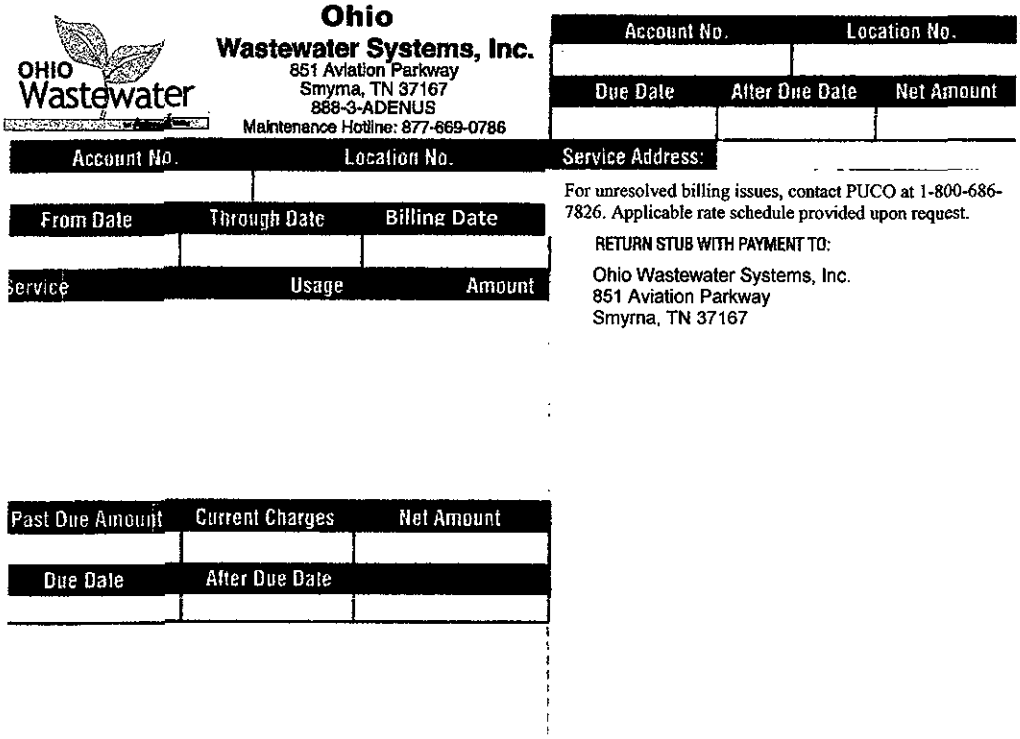
B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. EST on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to

paying the normal reconnection charge, shall also 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.

C. The Company may require a guarantor or deposit as a condition of restoring service, subject to the Commission's rules governing guarantors or deposits. If a guarantor or deposit is required, the Company will provide the customer with a copy of the applicable rules and will administer any deposit in accordance with those rules.

D. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.

BILL FORMAT



Ohio
Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167
888-3-ADENUS
Maintenance Hotline: 877-669-0786

Account No.	Location No.

Due Date	After Due Date	Net Amount

Service Address:

Account No.	Location No.

From Date	Through Date	Billing Date

Service	Usage	Amount

For unresolved billing issues, contact PUCO at 1-800-686-7826. Applicable rate schedule provided upon request.

RETURN STUB WITH PAYMENT TO:

Ohio Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167

Past Due Amount	Current Charges	Net Amount

Due Date	After Due Date	