

Aqua Ohio, Inc.
6650 South Avenue
Boardman, OH 44512

Aqua Ohio, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

SUMMARY OF CUSTOMER RIGHTS AND OBLIGATIONS

Dear Customer:

As an Aqua Ohio, Inc. Customer, you have certain rights and obligations, which are summarized below. We suggest you keep this summary for future reference. We are pleased to have you as our customer, and it is our intent to always provide you with safe and dependable water service.

1. You have the right to have any inquiry or Complaint handled courteously and promptly by the Company. An inquiry or Complaint can be made to the Company either in writing to 762 W. Lancaster Ave., Bryn Mawr, PA 19010, or by calling 1-877-987-2782. The Company will investigate each Complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten business days after the date of the receipt of the Complaint.

If your complaint is not resolved after you have called the Company, 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 <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.occ.ohio.gov>.

2. Installation of Service

- A. The Application for the installation of a Company Service Line must state the uses to which the water is to be applied, and the correct lot and street number or other complete identification of the Premises to be supplied.
 - B. The Application for installation of a Company Service Line will be accepted subject to the condition that there shall be a water main fronting the Premises to be served. When such condition does not exist, it will be necessary for the Applicant first to enter into a Main Extension Agreement with the Company pursuant to the provisions contained in Section 3-4 of the Company's Tariff, "Contracts for Water Service," Item 1.B.
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- C. When permitted by the Company in writing, each Service Line that services more than one Metered dwelling must have a shut-off valve for each Metered service and a master shut-off valve for the main Service Line.
 - D. Service Lines shall be installed to provide for inside Meter settings, except where the Company has approved or required outside meter settings.
 - E. The curb stop or outside meter vault shall be installed at a place designated by the Company between the curb line and the property line.
 - F. Curb stops or valves in the Company's Service Lines are for the Company's exclusive use and control.
 - G. The Customer Service Line is the water line and Related Facilities from the Company Service Line to the Premises to be served. The Customer shall at his or her expense install, maintain, and repair the Customer Service Line. When a leak in the Customer Service Line is discovered, the Company shall give the Customer 14 days' written notice of disconnection. Within such time, the Customer must make repairs. If the leak in the Customer Service Line, in the opinion of the Company, is considered an emergency, however, no notice of disconnection is required.
 - H. If a Company Service Line is to be installed where any portion of the line must pass through property not owned by the Customer, the Customer must assume full responsibility for acquiring the right to pass through such property.
 - I. When the installation of a Customer Service Line has been completed, the Customer shall leave the Service Line turned off.
 - J. The Customer Service Line shall be laid at a depth of not less than four-and-one-half feet nor more than five feet below ground level. The Service Line shall be not less than one-inch nominal size and shall be either "Type K" copper tubing or other Company-approved material.
 - K. The Customer Service Line may be laid in a separate trench or, where applicable, it may be laid on a ledge on either side of the sewer trench. Said ledge shall be cut into the sewer trench so as to provide a shelf six inches wide of solid firm soil for the entire length of the pipe. The Customer shall leave the trench open and pipe uncovered until it is inspected and approved by a Company representative.
 - L. The Company Service Line is the water line and Related Facilities from the water main to and including the curb stop at or near the property line. The Company Service Line shall be installed at the expense of the Company and shall be owned, operated, and maintained by the Company.
 - M. Service line installation work shall be performed in accordance with specifications and requirements of the Company. All Costs or material and installation required to
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serve Applicant's lot shall be the responsibility of the Applicant (see exception below) and the Applicant shall contract directly with a pre-qualified contractor, recognized and approved by the Company for all Service Line installation work. The Company will only pay for Costs of residential Service Lines from the main to a shut-off at or near the curb when one (or both) of the following criteria exist: (I) the Main Extension was in service at December 31, 2003, and/or (II) the Applicant for service was previously served by an individual well. Where a Service Line is to be installed in a paved or improved street, the Cost of removing and replacing the street surface shall also be paid by the Customer. In no event shall these provisions require anything more than reimbursement to the Company of the actual out-of-pocket Cost of connecting the service.

- N. The Customer shall make or be responsible for the Costs of all changes in the Customer's water Service Line and Customer-owned meter pit on account of changes in grade, relocation of mains, and any other cause.

3. Bills and Payment for Service

- A. The Customer is liable for the payment of all water and water service supplied to his or her Premises.
 - B. All bills for charges due to the Company shall be paid to the remittance address provided, or to any duly authorized agent of the Company.
 - C. Bills will be mailed or delivered at the address of the Premises served, unless the Customer shall, in writing, request that they be sent to some other address specified. Failure to receive a bill, however, shall not relieve the Customer from the obligation to pay the same when due. Residential bills for water service become delinquent not less than 14 days after the billing date thereof. Nonresidential bills for water service become delinquent not less than 21 days after the billing date thereof. Water service may be shut off for delinquent bills in accordance with Section 3-2 of the Company's Tariff, "General Regulations Governing Service," Item 15.
 - D. The late payment fee will not be charged if mailed on or before the past-due date indicated on the bill. The post-office date stamped by the sending office will determine the mailing date of the payment. The envelope in which such payment has been mailed may be preserved by the Company; and where payment is made after the past-due date, the Company may credit the amount enclosed to the Customer's account and add the late fee.
 - E. The past-due date of the Customer's bill will be automatically extended to include the first full business day following a Saturday, Sunday or a legal holiday.
 - F. In case a Customer files a written objection to any bill on or prior to the past-due date of the bill, the Company will accept payment of the net bill within five days after the
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Customer has been notified of the result of the Company's investigation made in response to the Complaint.

- G. Bills for water service (except final bills on discontinuance of service) shall be rendered in arrears monthly, and in the case of Metered service shall show the quantity of water used as the billing basis for the period for which the bill is rendered.
 - H. In cases in which a Meter cannot be read, whatever the cause, the Company may require a payment on account equal to a representative charge for a period of similar length for service rendered to the same Premises, or if that cannot be ascertained, then to similar Premises.
 - I. A Customer desiring water service to be discontinued temporarily to a Premises used or occupied for only part of the year shall so notify the Company. Such Premises, except public playgrounds, and educational buildings and facilities, shall, however, remain subject to continuous year-round charges at Tariff rates.
 - J. At such time as the Company is notified of the change in tenancy or ownership, whether the Customer or a third party gives such notice, the Company shall make a final Meter reading and shall render a final billing. The Customer shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated. Service to the Premises will not be restored until payment of such bill, or Application made by a new Customer. Other occupants of the Premises shall not be held liable for the payment of the water service contract between the Company and the Person whose name the service is in, if the Person in whose name the service is vacates the Premises.
 - K. Bills rendered upon termination of the contract must be paid on or before the past-due date indicated on the bill. When not so paid, the past-due amount becomes due and payable.
4. Disconnection of service – The Company may discontinue all or any part of its service to a Customer as stated below. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, which may include no notice, will be provided.
- A. No notice is required in any of the following instances:
 - (1) For tampering with any main, Service Line, Meter, curb stop, curb box, seal, or other appliance under the control of or belonging to, the Company;
 - (2) For connecting the Service Line, or any pipe directly or indirectly connected therewith, with any other source of supply or with any apparatus that may, in the opinion of the Company, contaminate the Company's water supply;
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- (3) For discharging high strength or harmful waste that is detrimental to or can inhibit to the Company's wastewater treatment process, where applicable; or
- (4) For any violation, or failure to comply with, the regulations of the Company that may, in the opinion of the Company or any public authority, create an emergency situation.

B. The Customer must be given not less than 24 hours written notice before service is disconnected when any of the following conditions exist:

- (1) For the use of water for any other purpose or upon any Premises not stated in the Application; or
- (2) To prevent waste or reasonably avoidable loss of water.

C. The Customer must be given not less than 14 days written notice before service is disconnected when any of the following conditions exist:

- (1) For nonpayment 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 nonpayment may not occur prior to 14 days after the due date;
- (2) For any violation of, or failure to comply with, the regulations of the Company other than stated in Item 4.A.(1) of this section;
- (3) For misrepresentation in the Applications to any material fact;
- (4) For denial to the Company of reasonable access to the Premises for the purpose of inspection;
- (5) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company; or
- (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 take whatever actions are necessary to physically disconnect service. The Company will bill the Customer for the out of pocket expenses incurred for the disconnection and reconnection.

D. The Company may require a Customer to make a deposit or an additional deposit on an account, as set forth in Ohio Adm. Code Chapter 4901:1-17, to reestablish creditworthiness. The Customer may also reestablish creditworthiness and service by providing a guarantor, as set forth in Ohio Adm. Code 4901:1-15-28 and Ohio Adm. Code Chapter 4901:1-17.

5. Reconnection of Service

- A. 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 any required deposit or reconnection charge; or
 - (2) Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan; and
 - (3) The elimination of conditions that warranted disconnection of service.
- B. If service is discontinued and the Customer wishes to guarantee reinstatement of service the same day on which payment is rendered, both of the following conditions apply:
- (1) If reinstatement of service is requested the same day, the Customer must notify the Company no later than 12:30 p.m., and the Customer must make payment to a duly authorized agent or provide proof of payment; and
 - (2) The Company may require that the Customer sign an agreement to pay the Company's reconnection fee if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.
- C. The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless that bill is more than 14 days past due.
- D. The Company's employees who normally perform the termination of service can advise the Customer of the conditions to be met to avoid disconnection, and refer the Customer to the Person or Persons to contact at the Company's office.
- E. Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to the health as certified pursuant to Ohio Adm. Code 4901:1-15-27(l).
- F. Service may not be refused or disconnected to any Customer or refused to any Applicant for service for any of the following reasons:
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- (1) Failure to pay for service furnished to a Customer formerly receiving service at the Premises, unless the former Customer 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 that, according to established payment dispute any resolution procedures, is in bona fide dispute.
- (4) Failure to pay any charge not specified in the Company's Tariff.
- (5) If any Customer requests a Meter test the Company will perform an onsite or bench Meter test. The Customer will pay upfront Costs for on site or Meter testing; provided, however, that the Company will perform either an on-site or bench Meter test once every three years without charge. The Meter test shall be performed within 30 days from the request. The Company may request a reasonable justification for a Meter test. The Company or any Customer may request that a Meter test be performed in the presence of a staff member of the Commission. The Customer also has the right to be present. Results of an onsite Meter test shall be provided to the Customer at the time of the test. Should the onsite Meter test indicate primary Meter inaccuracy, the primary Meter shall be removed and bench tested in accordance with the accuracy standards set forth in Section 3-9 of the Company's Tariff, "Metered Water Service," Item 13. If bench testing demonstrates that the Meter is less than 90% accurate, then the Company shall reimburse the Customer for the Cost of the on-site or bench test, or both. If the bench test reveals that the Meter is greater than or equal to 90% accurate, then the Customer shall not be reimbursed the Cost of on-site or bench testing, or both. Reimbursement shall be made within 30 days of completion of the tests.

The Customer Cost of on-site or bench testing shall be \$42.42 for Meters up to and including three-fourths inch in size, \$156.00 for Meters one inch up to two inches in size, and at actual Cost to the Company for all Meters over two inches in size. All charges will be paid in advance. If the Meter fails to meet the specifications, the advanced charge will be refunded within 30 days.

- (6) The Company will establish a residential Customer's creditworthiness, as set forth in Ohio Adm. Code Chapter 4901:1-17. In accordance with Commission rules, the Company may require new Customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if:
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- (a) The Applicant owns the property being served or other real estate in the service territory and has demonstrated financial responsibility; or
 - (b) The Applicant demonstrates that he or she is a satisfactory credit risk; or
 - (c) The Applicant demonstrates that he or she had water service with another water utility within a period of 24 consecutive months preceding the date of the Application, unless that utility's records indicate that the Applicant's service was disconnected for nonpayment during the last 12 consecutive months of service or the Applicant had received two consecutive bills with past-due balances during that 12-month period. When an Applicant requests a copy of his or her payment history to satisfy this requirement the Company shall provide a Customer, at his or her written request, written information reflecting the Customer's payment history. The Company shall provide this information within five business days of this request; or
 - (d) The Customer provides a guarantor; or
 - (e) The Customer provides a security deposit. If a deposit is required, it will not be an amount in excess of one-twelfth of the estimated charge for all regulated service provided by the Company for the ensuing 12 months plus 30% of the monthly estimated charge. The Company will pay interest at the rate of three percent per annum. The Company shall not be required to pay interest on a deposit held less than 180 days. Deposit will be refunded with interest upon establishment of financial responsibility, as set forth in Ohio Adm. Code Chapter 4901:1-17. If a guarantor is provided rather than a deposit, the guarantor will be released as set forth in Ohio Adm. Code Chapter 4901:1-17.
- (7) The Customer has the right to see a proper Company photo identification whenever Company employees or agents seek access to the Customer's Premises, and state the reason for the visit.
- (8) The Customer has the right to examine the Company's rates, rules, and regulations that are available for review upon request at the Company's office or at the office of the Commission.
- (9) The Customer has the right to examine the comprehensive set of Standards for Waterworks Companies that the Commission has adopted. These new standards are available from the Commission or are available for your review upon request at the Company's office.
- (10) All information included in the summary of Customer rights and obligations shall not supersede the Tariff. Where discrepancies exist, the Tariff shall govern.
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