

PUCO No. 3  
CHRISTI WATER SYSTEM, INC.  
DEFIANCE, OH 43512

WATER SERVICE TARIFF

Containing  
Rates, Rules and Regulations

24-0798-WW-AIR

NOTHING WITHIN THIS TARIFF SHALL TAKE PRECEDENCE OVER THE RULES SET FORTH IN CHAPTER 4901:1-15 OF THE OHIO ADMINISTRATIVE CODE UNLESS OTHERWISE SPECIFICALLY ORDERED BY THE PUBLIC UTILITIES COMMISSION OF OHIO PURSUANT TO RULE 4901:1-1501-02 OF THE OHIO ADMINISTRATIVE CODE.

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5	Location of Meters, Main Extensions,
6	Subsequent Connections, Service Connections and Tap-Ins,
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ISSUED BY  
Terry E. Beilharz, President  
Christi Water System, Inc.

CHRISTI WATER SYSTEM, INC.  
200 Perry Street  
Defiance, Ohio 43512

Second Revised Table of Contents  
Replaces First Revised Table of Contents  
PUCO No. 3

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Christi Water System, Inc.

DEFINITIONS

- (a) Company Service Line means that portion of the service line between the distribution main up to and including the curb stop, water outlet connection, at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.
- (b) Company, Utility Company, Water-Works Company means Christi Water System, Inc.
- (c) Customer means any person who enters an agreement with the Company to receive water-works service.
- (d) Customer Service Line means that portion of the service line from the Company's service line to the structure or premises which is supplied, installed, and maintained at the cost of the customer.
- (e) Main Extensions means an extension, including any fire hydrants if fire protection is provided by the Company, from the nearest existing adequate main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension.
- (f) Mains means all pipe or main arteries of a size of 2 inches or larger.
- (g) Related facilities means all fittings, valves, 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 be served fronting the main extension.
- (h) Service Connection means the connection of the Company's service line with the customer's service line at or near the property line, which connection enables the customer to receive service.
- (i) Tap-in as hereinafter means the connecting of a Company service line to the distribution main.

WATER SERVICE

To

An unincorporated area located in Section 3 and Section 10 of Noble Township,  
Defiance County, Ohio known as Christi Meadows Subdivision, River Chase Properties,  
and Webco Properties as shown on Sheet No. 12.

RATES AND CHARGES  
METERED CONSUMPTION

<u>Usage Bracket</u>	<u>Base Rate*</u>
0-50 c.f./month	41.54 / month
Over 50 c.f.	0.158197 / c.f.

- Base rates include \$103,010 of the purchased water expenses.

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Christi Water System, Inc.

## **RULES AND REGULATIONS**

As a condition precedent to securing water service from Christi Water System, Inc., all applicants therefore must specifically agree to the terms and conditions contained in the following rules and regulations.

### **APPLICATION FOR SERVICE**

Water service will not be supplied unless and until an application therefore is made by the owner of the premises sought to be served, or his authorized agent or tenant. Said application must be made on a form provided by the utility Company as prescribed herein (see Sheet No.15). The Company may request but not require the owner of rental property to put all service of the rental property in the name of the owner. The Company may not require the owner of the rental property to pay a tenant's bill.

### **DEPOSITS**

The Company shall comply with the requirements of Chapter 4901:1-17, Ohio Administrative Code, concerning the establishment of credit for residential customers.

### **SERVICE AND METER TAP-IN**

All property owners shall, upon making application for water service, be required to pay to the utility Company a tap-in fee equal to actual costs which may include office and overhead expenses incurred in making said tap-in, as said cost conditions prevail at the time of tap-in. After payment of said fee is determined and paid, the Company shall thereupon install a service line to the property line of said property owner, if the same has not already been installed, and cause a meter to be installed at the end thereof. All meters shall be sealed by the Company at the time of installation and no seal shall be altered or broken except by one of its authorized employees or agents.

### **SERVICE LINE TAP-IN**

Any property owner desiring to install a service line in his premises shall make application for the same to the Company through a competent plumber as his authorized agent. If the Company approves the location of a proposed service line and

SERVICE LINE TAP-IN (continued)

is satisfied with the plans and specifications of said tap-ins, a permit shall be issued to the plumber to proceed with the work. All costs of such service line tap-in shall be borne by the property owner and water service will not be commenced until the work has been inspected and approved by the Company. The service line shall become the property of the owner of the premises into which said service line extends and shall at all times be maintained in proper condition by said owner.

CHANGE IN LOCATION OF METERS OR SERVICE

Meters or services moved for the convenience of the customer will be relocated at the customer's expense.

OWNERSHIP AND MAINTENANCE

The services including the meter, whether located on public or private property, is the property of the Company, and the Company reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service. The Company is not responsible for the installation and maintenance of water lines beyond the end of its service line.

METER READINGS

The Company shall read each customer's meter at least once each three-month period unless access to meter is unobtainable.

The Company shall read each customer's meter at least once per year. The reading of a generator-type remote meter device does not satisfy this requirement.

INSPECTING AND TESTING

All billing meters and testing equipment shall comply with the industry accuracy standards such as those set forth by the American Water Works Association.

The Company shall perform routine testing of billing meters and maintain records of individual meters. Such records shall contain numerical identification of the meter, meter size, testing conditions, test results, testing date, and name of the meter tester.

INSPECTING AND TESTING (continued)

A customer may request an on-site or bench meter test once every three (3) years, without charge. The meter test shall be performed within thirty (30) days of the request.

The Company may request a reasonable justification for a meter test. Results of an on-site meter test shall be provided to the customer at the time of the test.

Should the on-site meter test indicate primary meter inaccuracy, the primary meter shall be removed and bench tested in accordance with the accuracy standards set forth by the American Water Works Association. If the primary meter fails to meet the accuracy standards, the Company shall, within thirty (30) days, perform any necessary billing adjustments. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate.

Records of all tests shall be maintained for a period of not less than three (3) years.

LOCATION OF METERS

The Company shall have the right to determine the location of the meter so that it is easily accessible for reading and maintenance and protected from freezing and mechanical damage.

When a number of meters are grouped, every meter shall be tagged to indicate the particular customer served by it.

When a meter is located inside a home or other building, the Company may install a remote register or dial on the exterior of the home or other building.

MAIN EXTENSIONS

The Company shall adhere to the standards for the extension of water mains and related facilities by the PUCO Rule 4901:1-15-30.

MAIN EXTENSIONS (continued)

All agreements entered into concerning main extensions and/or related facilities funded by contributions and/or advances in aid of construction shall be in writing and signed by the Company and the parties involved, or the duly authorized agents of each. These written agreements shall embody in their terms and conditions the provisions of this rule. The Company will provide the entire text of Rule 4901:1-15-30 upon request.

SUBSEQUENT CONNECTIONS

SERVICE CONNECTIONS AND TAP-INS

- (A) If and when at any time during the term of a main extension agreement involving refundable advances in aid of construction pursuant to rule 4901:1-15-30 of the Administrative Code, the Owner (hereafter referred to as the subsequent applicant) of any lot abutting the main extension, who was not a party to the main extension agreement, requests service, the Company shall collect in advance from each such subsequent applicant, funds equal to the total foot frontage of the lot to receive service multiplied by the per-foot frontage charge.
- (1) The per-foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total foot frontage of the lots capable of receiving service from the extension.
  - (2) In the event that the total of the amount already refunded under Paragraph (K) of rule 4901:1-15-30 of the Administrative Code, plus subsequent applicant's fee calculated under Paragraph (A) of this rule, exceeds the total refundable amount of the advance in aid of construction, the amount collected from the subsequent applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded under Paragraph (K) of rule 4901:1-15-30 of the Administrative Code.
  - (3) The Company shall refund money collected pursuant to this paragraph to the parties to the main extension agreement, or their assignees or other successors in interest where the Company has received notice of such assignment or succession, in proportion to their original deposits. No

SUBSEQUENT CONNECTIONS

SERVICE CONNECTIONS AND TAP-INS (continued)

refund shall be in addition to that provided for in Paragraph (K) of rule 4901:1-15-30 of the Administrative Code.

- (4) The Company shall enter into a written agreement with the subsequent applicant.
  - (5) Refunds of subsequent applicant fees made pursuant to this rule shall be made in accord with the following method. The Company and/or water distribution system Company shall pay each year to the subsequent applicant, or that party's assignee or other successors in interest where the Company has received notice of such assignment or successions, an amount equal to twenty percent of the total gross annual revenue from water service to each bona fide customer whose service line is connected to main or extension lines covered by the main extension agreement. Refunds will terminate when the entire amount of the subsequent applicant's fee has been refunded, or when the cumulative amount refunded pursuant to Paragraph (K) of Rule 4901:1-15-30 of the administrative code equals the refundable amount of the advance in aid of construction, or until fifteen-years after the date of the main extension agreement, whichever is earliest. Agreements under this rule may provide that any refunded balance remaining at the end of the fifteen-year period shall thereafter remain payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen-year period shall otherwise become nonrefundable.
- (B) Tariffs of the Company may include provisions governing charges for service connections and tap-ins, but in no event shall these provisions require anything more than reimbursement to the companies of the actual out-of-pocket costs of connecting service.

BILLING

Bills for general water service shall be payable monthly in arrears for periods ending at such dates as may be determined by the Company. All bills are due and payable to the

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Christi Water System, Inc.

BILLING (continued)

Company by the due date as shown on the bill. Such due date shall not be less than fourteen (14) days from the mailing date of the bill. If not paid within that time, a late payment service charge of five percent (5%) will be assessed. The late payment charge is not compounded on future delinquencies, is based on current charges only, and is not imposed during any billing period in which payments made exceed the customer's current charges. Failure to pay will render the customer subject to discontinuance of service and to a charge for reconnecting service. If any bill is not paid by the due date, the service may be discontinued upon fourteen (14) days written notice.

If a meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific customer. If consumption history for the customer does not exist, the same system class average consumption shall be used.

If a bill is found to have been improperly calculated, a credit or charge shall be made by the Company within thirty days or on the next bill.

The Company shall allow a customer up to the same period of time for which the customer was previously undercharged to pay any additional charges found proper due to inaccurate meters or incorrect bill calculation, unless the inaccuracy is caused by the customer.

DISHONORED PAYMENT CHARGE

When a payment that has been received as payment for service is returned by the financial institution unpaid, a charge of forty-five dollars (\$45.00) will be assessed to cover the cost of processing this transaction providing a customer's payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option, when the Company returns the dishonored payment or may be charged on the customer's next billing.

RECONNECT CHARGE

The Company shall reconnect previously discontinued service, unless the customer requests otherwise, by the close of the following regular Company business day after any of the following:

- a) Receipt by the Company of full amount of arrears for which service was discontinued, including required deposit;
- b) The elimination of conditions that warranted disconnection of service; or
- c) Agreement by the Company and the customer on a deferred payment plan and a reconnection charge of actual out of pocket expenses.

If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:

- a) If reinstatement of service is requested the same day, the customer must notify the Company no later than twelve thirty p.m., and the customer must take payment in the Company's business office or provide proof of payment; and
- b) The Company may require that the customer sign an agreement to pay the Company's incurred costs for reinstatement of service 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.

If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgement of willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this rule unless that bill is more than fourteen days past due.

SHUTOFFS FOR REPAIRS, EXTENSIONS, ETC.

The Company undertakes to use reasonable care and diligence to provide a constant water supply, but reserves the right, at any time, without notice, to shut off the waste in

SHUTOFFS FOR REPAIRS, EXTENSIONS, ETC. (continued)

the mains for the purpose of making repairs or extensions or for any other lawful purpose. All affected customers shall be notified that the water service has been completely restored.

PROHIBITED CONNECTIONS

The Company will not permit mains or services carrying its water supply to be connected on any premises with any service pipe or piping which is connected with any other source of water supply. Nor will the Company permit its said mains or services to be connected in any way to any piping, tank, vat, or other apparatus which contains liquids, chemicals, or other matter which may flow back into the Company's mains or services.

DISCONTINUANCE OF WATER SERVICE

No notice is required for disconnection in any of the following instances:

- a) 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;
- b) For connecting the service line or any pipe directly or indirectly connected to it, with any other source of supply or with any apparatus which may in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system;
- c) For any other violation or failure to comply with, the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

- a) For the use of water for any purpose not stated in the application;
- b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the customer's premises 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.

DISCONTINUANCE OF WATER SERVICE (continued)

The customer must be given not less than fourteen days' written notice before service is disconnected when any of the following conditions exist:

- a) For non-payment of any tariff 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;
- b) For any violation of, or failure to comply with, the regulations of the Company other than stated in Paragraph (B) (1) of Rule 4901:1-15-27.
- c) For misrepresentation in the application as to any material fact;
- d) For denial to the Company of reasonable access to the premises for the purpose of inspection;
- e) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

A notice of discontinuation shall clearly state all of the following:

- a) The earliest date when the disconnection could occur;
- b) The reason(s) for disconnection;
- c) The action the customer must take in order to avoid the disconnection;
- d) The total amount required to be paid, which shall not be greater than the past due balance, including any reconnection fees.

Those Company employees who normally perform the termination of service will be authorized to either;

- a) Accept payment in lieu of termination;
- b) Be able to dispatch an employee to the premises to accept payment;
- c) Be otherwise able to make available to the customer a means to avoid disconnection.

Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:

- a) 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.

DISCONTINUANCE OF WATER SERVICE (continued)

- b) Failure to pay for a class of service different from the service provided for the account in question
- c) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
- d) Failure to pay any charge not specified in the Company's tariff.

Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to one's health as certified pursuant to this rule. The Company shall provide medical certification applications upon request of any residential customer. Customer medical certification provisions must conform with the following:

- a) The customer must have a form provided by 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.
- b) In the event that the service has been disconnected within 21 days prior to certification of special danger to health, service shall be restored to that resident if the proper certification is made, in accordance with the foregoing provisions.
- c) Certification shall prohibit disconnection for 30 days. Certification may be renewed two additional times (30 days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician by providing an additional certificate to the Company. The total certification period is not to exceed 90 days in any 12-month period.

ACCESS TO PREMISES

Any employee or agent of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself, provide proper Company photo identification, and state the reason for the visit. The employee or agent shall, in all cases, direct himself to a person holding himself or herself as being responsible for the dwelling structure. Entrance will not be sought or gained by subterfuge or force.

COMPLAINT PROCEDURES

The Company shall investigate and maintain a record of complaints received from customers. The record shall include the name and address of the complainant, the date and nature of the complaint, and the date and nature of the resolution. Such records shall be retained for a minimum of three years.

The Company shall accept both oral and written complaints. Any customer, to register a complaint, should contact the Company by phone or by mail.

The Company shall investigate each complaint in a fair and complete manner and report the results to the customer within ten business days after the date of the receipt of the complaint, either orally or in writing.


If the customer is not satisfied with the Company's report, the Company shall promptly inform the customer of their right to contact the Public Utilities Commission and provide the Commission's contact information, which is: Ohio Public Utilities Commission, 1-800-686-7826, [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel, 1-877-742-5622, [www.pickocc.org](http://www.pickocc.org).

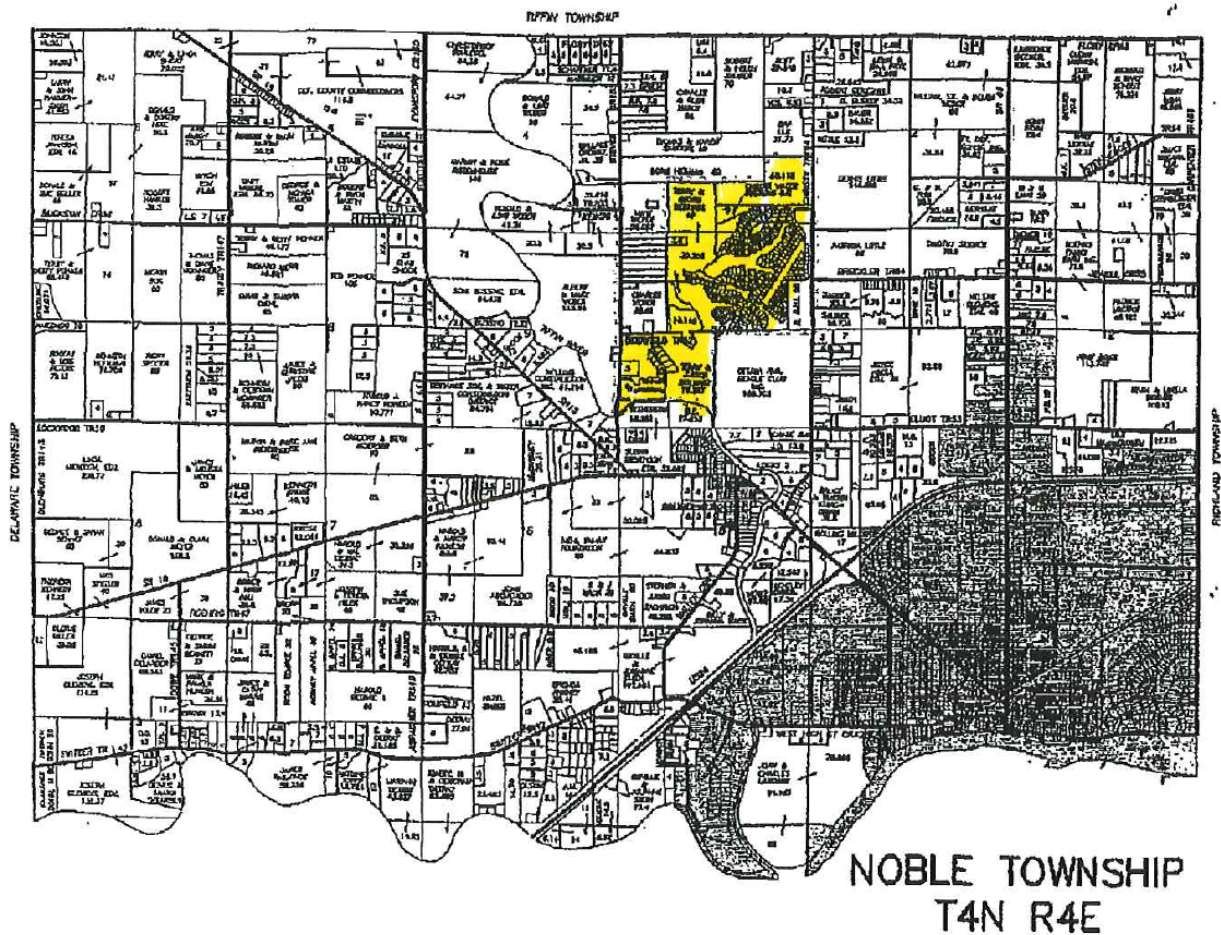
The Company shall also make a fair and complete investigation of any customer's complaint referred by the Public Utilities Commission.

The Company shall submit a report to the Commission within ten business days after the receipt of a Commission request for information concerning a complaint. The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

DEFIANCE COUNTY, OHIO

LEGEND:

 INDICATES WATER SERVICE AREA FOR:  
CHRISTI WATER SYSTEM, INC.



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Terry E. Beilharz, President  
Christi Water System, Inc.

PUCO No. 3

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Attachment A

APPLICATION FOR WATER SERVICE

Account No. \_\_\_\_\_ Service (Lot) No. \_\_\_\_\_

Application is hereby made to Christi Water System, Inc.

By: \_\_\_\_\_ For: \_\_\_\_\_  
(name) (purpose: residential, commercial, etc.)

water service to be supplied by meter measurement from the Company's mains located at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(identify premises to be served)

Billing address, if different from premises to be served:

\_\_\_\_\_

The applicant agrees to use and pay for water service in accordance with the Company's tariff of rates, rules and regulations in effect from time to time as approved by the Public Utilities Commission of Ohio.

SIGNING OF THIS FORM BY A CUSTOMER FOR WATER SERVICE SHALL IN NO CASE BE DEEMED TO CONSTITUTE A WAIVER BY THE CUSTOMER OF ANY RIGHTS OR PRIVILEGE GRANTED OR GUARANTEED TO HIM/HER BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Applicant)

Approved by Christi Water System, Inc.

Date: \_\_\_\_\_ By: \_\_\_\_\_

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Christi Water System, Inc.



CHRISTI WATER SYSTEM, INC.  
200 Perry Street  
Defiance, OH 43512  
419-782-1176 DAYS 419-438-7777 EVENINGS

**NOTIFICATION OF CUSTOMER RIGHTS**

**A. Complaint Procedures**

Christi Water System, Inc. shall accept both oral and written complaints. Any customer, to register a complaint, should contact the Company by phone at 419-782-1176 (days), 419-438-7777 (evenings), or by mail, 200 Perry Street, Defiance, Ohio 43512.

The Company shall report the results to the customer within ten business days after the date of the receipt of the complaint, either orally or in writing.

If your complaint is not resolved after you have called Christi Water System, Inc. 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 and speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio Consumer's 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>.

**B. Service Tap-In and Meter Installation**

Water Service will not be supplied unless and until an application therefore is made by the owner of the premises sought to be served, or his authorized agent or tenant. Said application must be made on form provided by Christi Water System, Inc.

All property owners shall, upon making application for water service, be required to pay to the Company a fee equal to actual costs incurred in making said tap-in, as said cost conditions prevail at the time of tap-in. After payment of said fee is determined and paid, the Company shall thereupon install a service line to the property line of said

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property owner, if the same has not already been installed, and cause a meter to be installed at the end thereof. All meters shall be sealed by the Company at the time of tap-in and no seal shall be altered or broken except by one of its authorized employees or agents.

Any property owner desiring to install a service line in his premises shall make application for the same to the Company through a competent plumber as his authorized agent. If the Company approves the location of a proposed service line and is satisfied with the plans and specifications of said installations, a permit shall be issued to the plumber to proceed with the work. All costs of such service line installation shall be borne by the property owner and water service will not be commenced until the work has been inspected and approved by the Company. The service line shall become the property of the owner of the premises into which said service line extends and shall at all times be maintained in proper condition by said owner.

### **C. Payment of Bills**

All bills shall be mailed on the billing date. All bills and notices shall be sent to the premises served unless otherwise requested by the customer in writing. Failure to receive such bills or notices shall not relieve the customer of responsibilities or obligations set forth in the bills or notices.

All bills shall be due not less than fourteen (14) days from the billing date as shown on the bill. If not paid by the due date shown on the bill, the bill will be considered late and will be subject to a late payment service charge of five percent (5%). The late payment charge is not compounded on future delinquencies, is based on current charges only, and is not imposed during any billing period in which payments made exceed the customer's current charges. If any bill is not paid by the due date, the service may be disconnected upon fourteen (14) days written notice.

Bills may be e-mailed if requested by the customer, and will be sent no later than the billing date.

If a bill is estimated, it will be distinctly marked as an estimated bill. If a meter is found to be inaccurate or an estimated bill is issued, charges will be based on the customer's

average historical consumption for corresponding periods, or, if unavailable, on the system class average. Any miscalculation will be corrected by credit or charge within thirty days or on the next bill; any prior undercharge will be payable over a period equal to the time undercharged, unless the customer caused the inaccuracy.

**D. Disconnection of Service**

No notice is required for disconnection in any of the following instances:

- a) 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;
- b) For connecting the service line or any pipe directly or indirectly connected to it, with any other source of supply or with any apparatus which may in the opinion of the Company, contaminate the Company's water supply or threaten the integrity of the system;
- c) For any other violation or failure to comply with, the regulations of the Company which may in the opinion of the Company or any public authority, create an emergency situation.

The customer must be given not less than twenty-four hours written notice before service is disconnected when any of the following conditions exist:

- a) For the use of water for any purpose not stated in the application;
- b) To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the customer's premises 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.

The customer must be given not less than fourteen days written notice before service is disconnected when any of the following conditions exist:

- a) For non-payment of any tariff 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.

- b) For any violation of, or failure to comply with, the regulations of the Company other than stated in Paragraph (B)(1) of Rule 4901:1-15-27.;
- c) For misrepresentation in the application as to any material fact;
- d) For denial to the Company of reasonable access to the premises for the purpose of inspection;
- e) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

A notice of discontinuation shall clearly state all of the following:

- a) The earliest date when the disconnection could occur;
- b) The reason(s) for disconnection;
- c) The action the customer must take in order to avoid the disconnection;
- d) The total amount required to be paid, which shall not be greater than the past due balance, including any reconnection fees.

Those Company employees who normally perform the termination of service will be authorized to either:

- a) Accept payment in lieu of termination;
- b) Be able to dispatch an employee to the premises to accept payment;
- c) Be otherwise able to make available to the customer a means to avoid disconnection.

Service may not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:

- a) 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.
- b) Failure to pay for a class of service different from the service provided for the account in question.
- c) Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute.
- d) Failure to pay any charge not specified in the Company's tariff.

Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to one's health as certified pursuant to this rule. The Company shall provide medical certification applications upon request of any residential customer. Customer medical certification provisions must conform with the following:

- a) The customer must have a form provided by 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.
- b) In the event that the service has been disconnected within 21 days prior to certification of special danger to health, service shall be restored to that resident if the proper certification is made, in accordance with the foregoing provisions.
- c) Certification shall prohibit disconnection for 30 days. Certification may be renewed two additional times (30 days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician by providing an additional certificate to the Company. The total certification period is not to exceed 90 days in any 12-month period.

Christi Water System, Inc. medical certificate is available upon request by the customer.

#### **E. Reconnection of Service**

Christi Water shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless the customer requests otherwise, by the close of the following regular Company business day after any of the following:

- 1) Receipt by the Company of full amount of arrears for which service was disconnected, including reconnection charge and 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 a reconnection charge of actual out-of-pocket expenses.

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Terry E. Beilharz, President  
Christi Water System, Inc.

If service is disconnected and the customer wishes to guarantee the 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 twelve thirty p.m., and the customer must make payment in the Company's business office or provide proof of payment; and
- 2) The Company may require that the customer sign an agreement to pay the Company's incurred costs for reinstatement of service 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.

If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgement of willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this rule unless that bill is more than fourteen days past due.

#### **F. Meter Testing**

The Company shall perform either an on-site or bench meter test once every three years, without charge, if requested by the customer. The meter test shall be performed within thirty days from the request. The Company may request a reasonable justification for a meter test. Results of an on-site meter test shall be provided to the customer at the time of the test. If the primary meter fails to meet the accuracy standards, the Company shall, within thirty days, perform any necessary billing adjustments. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate.

If the meter meets accuracy standards on an additional customer-requested meter test within a three-year period, the Company may require the customer to pay an amount not to exceed the actual cost of having the meter tested and, if necessary for the test, removed and reinstalled.

The Company may test any meter at its discretion. The cost of such test shall be borne by the Company. The customer has the right to be notified of the scheduled meter test date and to have the customer's representative present when the test is performed.

The Company or any customer may request that a meter test be performed in the presence of a staff member of the Compliance Division of the Commission. The customer also has the right to be present.

#### **G. Establishing Credit**

Prior to the installation of any meter service the Company will secure from the customer a deposit of money in such amounts as authorized by the Public Utilities Commission of Ohio, and as currently established under Section 4901:1-17-05, Ohio Administrative Code. Interest on any deposits held by the Company will be at the minimum rate currently ordered by the Public Utilities Commission of Ohio as of the date of receipt of the deposit and will fluctuate as of the effective date of subsequent orders. The current interest rate is 5%.

Each utility may require an applicant for residential service to satisfactorily establish financial responsibility. If the applicant has previously been a customer of that utility, the utility may require the residential applicant to reestablish financial responsibility. An applicant's financial responsibility will be deemed established if the applicant meets one of the following criteria:

- (1) The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility.
- (2) The applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the utility. In determining whether

the applicant is a financially responsible person, the public utility may request from the applicant and shall consider information including, but not limited to, the following: name of employer, place of employment, position held, length of service, letters of reference, and names of credit cards possessed by the applicant.

- (3) The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.
- (4) The applicant makes a cash deposit to secure payment of bills for the utility's service as prescribed in rule 4901:1-17-05 of the Administrative Code.
- (5) The applicant furnishes a creditworthy guarantor to secure payment of bills in an amount sufficient for a sixty-day supply for the service requested. If a third party agrees to be a guarantor for a utility customer, he or she shall meet the criteria as defined in paragraph (A) of this rule or otherwise be creditworthy.

#### **H. Premises Access**

Any employee or agent of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself or herself, provide proper Company photo identification, and state the reason for the visit.

#### **I. Availability of Company's Tariff**

Christi Water System, Inc. rates, rules and regulations (Tariff) are available for review upon request from the Company or from the Public Utilities Commission of Ohio.

#### **J. Minimum Standards**

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The Public Utilities Commission of Ohio has adopted a comprehensive set of minimum standards for waterworks companies, which is available from Christi Water System or from The Commission for review upon request.

**K. Dishonored Payments**

When a payment that has been received as payment for service is returned by the financial institution unpaid, a charge of forty-five (\$45.00) will be assessed to cover the cost of processing this transaction providing a customer's payment is properly processed by the Company. The charge for the dishonored payment may be reflected at the Company's option when the Company returns the dishonored payment or may be charged on the customer's next billing.

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