SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
ORIGINAL TITLE SHEET

EAGLE CREEK UTILITY COMPANY

Rates and Regulations
Governing
Sewage Disposal Service

RECEIVED
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PUBLIC UTILITIES COMMISSION OF OHIO

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PUBLIC UTILITIES COMMISSION OF OHIO

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
TABLE OF CONTENTS
FIRST REVISED SHEET NO. 1

TABLE OF CONTENTS

SUBJECT INDEX.....INDEX

SERVICE TERRITORY MAP.....PREFACE

DEFINITIONS.....SECTION 1

RATES AND CHARGES.....SECTION 2

GENERAL REGULATIONS GOVERNING SERVICE.....SECTION 3

CONTRACTS.....SECTION 4

BILLS AND PAYMENTS.....SECTION 5

MAIN EXTENSIONS.....SECTION 6

SUBSEQUENT CONNECTIONS, SERVICE CONNECTIONS, AND TAP-INS.....SECTION 7

SERVICE LINES.....SECTION 8

CUSTOMER BILL FORMAT.....APPENDIX I

CUSTOMER RIGHTS NOTICE.....APPENDIX II

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
INDEX
ORIGINAL SHEET NO. 1

SUBJECT INDEX

	Section/ Sheet/Paragraph	Effective Date
Access to Customer Premises	3/5/11	7/29/93
Bill Format	Appendix I	7/29/93
Cash Deposit	5/2/8	7/29/93
Complaints	3/5/12	7/29/93
Contracts for Service	4/1	6/1/64
Customer Rights Notice	Appendix II	7/29/93
Definitions	1/1-2 1/3-4	6/1/64
Discharge from Premises	3/1/3, 3/2/7	7/29/93
Disconnection of Service	3/2-3/8, 3/3/9, 5/1/7	7/29/93
Disconnection Notice Requirements	3/2-3/8	7/29/93
Emergency Service Interruptions	3/1/4	7/29/93
Final Bill	5/2/9	7/29/93
Late Payment Charge	5/1/5	7/29/93
Liability for Payment	5/1/1, 5/1/6	7/29/93
Limitation of Liability	3/1/5	7/29/93
Main Extensions	6/1-4 6/5	10/30/87

Issued: July 29, 1993

Effective: July 29, 1993

Issued by
Oliver Altman, President
Eagle Creek Utility Company
In Accordance with Public Utilities Commission of Ohio
Order No. 86-2046-WS-COI, Dated September 19, 1991

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
INDEX
ORIGINAL SHEET NO. 2

SUBJECT INDEX

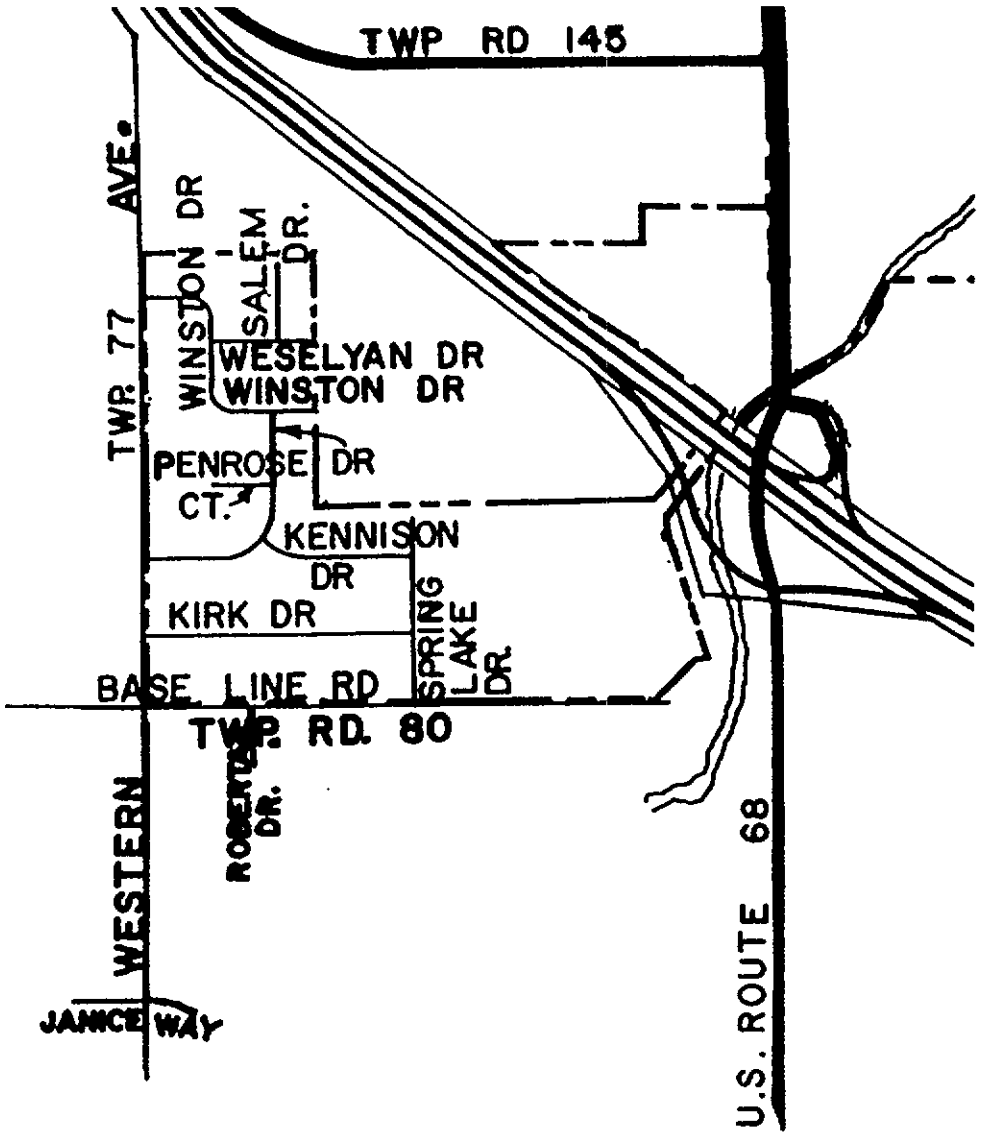
	Section/ Sheet/Paragraph	Effective Date
Net Bills	5/1/2-4	7/29/93
Operating Control of Mains	3/2/6	7/29/93
Public Health Considerations	3/1/2	7/29/93
Rates and Charges	2/1	2/1/85
Rebates	5/2/10	7/29/93
Reconnection of Service	3/3-4/10	7/29/93
Service Application Form	4/2	7/29/93
Service Lines	8/1	7/29/93
Subsequent Connections	7/1 7/2	10/30/87
Tariff Amendments	3/5/13	7/29/93
Temporary Service Interruptions	3/1/1	7/29/93

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
PREFACE
ORIGINAL SHEET NO. 1

SERVICE AREA



Issued: July 29, 1993

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DEFINITIONS

CLEAN WATERS
All waste waters other than sewage, including, but not limited to, roof, footer and surface drainage.

COMPANY
Eagle creek Utility Company, an Ohio corporation.

COST
The expenditure by the Company for labor, material, engineerings, supervision, motor vehicles and tools, and any other expenditures incident thereto, to the extent that any or all of such items are applicable in the particular situation involved.

CUSTOMER
A generic term referring to Regular Customers and Irregular Customers, being a person who has contracted for sewage service from one particular premises for disposal of one particular type of sewage. when the same person makes more than one contract for service from more than one premises, or for disposal of more than one type of sewage, he shall, for the purpose of this tariff, be deemed a separate customer with respect to each such contract.

DOMESTIC SERVICE
Discharge of domestic sewage into the Company's sewerage system.

DOMESTIC SEWAGE
Sewage resulting from normal household activities only, including, but not limited to, wastes from drinking fountains, toilets, urinals, bath tubs, showers, lavatories, garbage disposals and sinks.

LATERAL
The pipe or line which connects the trunk main to the service line.

MAIN
A generic term referring to a trunk main and/or a lateral.

NET BILL
A generic term referring to the Net Monthly Bill, the Net Quarterly Bill and/or the Net Miscellaneous Bill.

NET MISCELLANEOUS BILL
All Bills other than Net Monthly Bill or Net Quarterly Bills.

NON-DOMESTIC SERVICE
Discharge of non-domestic sewage into the Company's sewage system.

NON-DOMESTIC SEWAGE
All sewage other than domestic sewage, including, but not limited to, commercial or industrial wastes.

OWNER
A person holding the fee or life estate, or an undivided interest in the fee or life estate, in any premises which are, or about to be, supplied with sewage service by the Company.

PERSON
Person means corporations and associations, including public bodies, as well as natural persons, and shall include the plural as well as the singular number unless the context shall otherwise indicate.

PREMISES
Premises means the physical property to be serviced. Each of the following, together with the lot or parcel of land upon which it is located, or such portion of such land as is used or held for use with it, shall constitute a premises:

(1) One building, designed or single-family occupancy as a residence, including any portion thereof, used by the resident for professional or business purposes.

(2) A combination of adjacent buildings of the same ownership, and designed for single-family occupancy as a residence, including any of such buildings and any portion of any such building used by the resident for professional or business purposes.

(3) One building, designed for single-family occupancy both as a residence and for professional or business purposes, when the business or profession is conducted by the resident. (When not so conducted,

the portion occupied by the resident constitutes one premises, and (8) or (10) below applies to the portion occupied for professional or business purposes.)

(4) A combination of adjacent buildings, of the same ownership, and designed for single-family occupancy both as a residence and for professional or business purposes, when the business or profession is conducted by the resident. (When not so conducted, the portion occupied by the resident constitutes one premises, and (8) or (10) below applies to the portion occupied for professional or business purposes.)

(5) One building, designed for single occupancy by a person in the conduct of one business enterprise.

(6) Ajacent buildings of the same ownership, and designed for single occupancy by a person in the conduct of one business enterprise.

(7) One dwelling unit designed for single-family occupancy, within a double house or within a multiple-unit flat or apartment building, where the several units are adjacent horizontally but none are adjacent vertically.

(8) One room or suite of rooms designed or used for single occupancy by a person as one business enterprise within a multiple-unit building, where the several units are adjacent horizontally but none are adjacent vertically.

(9) One building, or a part thereof, of the same ownership (not qualified under paragraph (10), having two or more apartments, where any apartments are adjacent vertically. (Tenants' individual apartments may be separately metered at owner's request.)

(10) Where one building, or a part thereof, of the same ownership, houses two or more of any of the following: Office rooms and/or business rooms and/or apartment; and if any of such units are adjacent vertically, then each of the following shall constitute a premises:

(a) Each room or suite of rooms, located on the first floor of the building, designed or used for single occupancy by a person in the conduct of one business enterprise.

(b) The remainder of the building collectively. (Tenants' individual units may be separately metered at owner's request.)

(11) A single lot, park or playground, without any building thereon which would constitute one or more premises under any of the preceding paragraphs.

PRONOUNS REFERRING TO CUSTOMERS

Wherever in this tariff any form of pronoun in the third person singular, masculine gender, is used with reference to a customer, such pronoun shall, unless the context clearly indicates a contrary intention, be construed to apply to any original customer or successor thereto, whether male or female, or a partnership, corporation, association or other organization.

SEWAGE

Any waste water carrying pollution agents requiring treatment prior to discharge to waters of the State of Ohio.

TRUNK MAIN

A pipe or line which connects the lateral or service line to the plant facilities.

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
SECTION 2
FIRST REVISED SHEET NO. 1
CANCELS ORIGINAL SHEET NO. 1

RATES AND CHARGES

1.	DOMESTIC SERVICE	$13.00
2.	NON-DOMESTIC SERVICE	$79.50

The billing will be on a monthly basis.

Issued: 1/15/85 Effective: 2/1/85

In accordance with Order of Case No. 83-1535-ST-AIR
Journalized October 9, 1984

By: Oliver Altman, President, Eagle Creek Utility Company, 11735 Euclid Avenue, Cleveland, Ohio, 44106

GENERAL REGULATIONS GOVERNING SERVICE

1. When sewage service is to be temporarily interrupted as a result of planned maintenance, the Company will notify affected customers in writing at least three days in advance of the interruption. The notice shall include the date of the interruption, its estimated duration, the purpose for which it is made, and a telephone number for customer inquiries.

2. In the interest of public health, and for the protection to the Company property, the Company will not permit service lines, or any other lines or pipes carrying, or which are in a position to carry, sewage, to be connected either on or off any premises with any lines or pipes which the Company knows or has good reason to believe, carries, or is in a position to carry, non-domestic sewage unless the consent of the Company is first obtained.

3. The Company shall prohibit the discharge of clean waters into the sewerage system, and reserves the right to prohibit, accept, or require pre-treatment of non-domestic sewage.

4. The Company undertakes to use reasonable care and diligence to provide a constant sewage service, but reserves the right to shut off mains or service lines without notice in the event of an emergency situation. The Company shall not be liable for a deficiency or failure in the sewage service, nor for any damage caused thereby, or by the bursting or breaking of any main or service line or any attachment to the mains or other facilities used by the Company, unless such deficiency or failure is caused by willful misconduct or negligence on the part of the Company.

5. When an application to install a new sewage service line, or for sewage service, or for the reinstatement of sewage service, is made to the Company, it shall be entitled to assume that the piping and fixtures from which the service will be supplied are in order, and the Company will not be liable for any accidents, breaks or leakage arising in any way in connection with the supplying of sewage service, unless such accidents, breaks or leakage arises from willful misconduct or negligence on the part of the Company.

6. Operating control of all mains is vested in and shall at all times remain in the Company, and shall not be trespassed on or interfered with in any manner.

7. The customer must prevent the discharge of any type of sewage from his premises other than the type identified in the application for service.

8. The Company may discontinue all or any part of its service to any customer for the reasons and with the notice stated below. In an instance where a customer's service could be discontinued under more than one of the following conditions, the minimum notice provision (including no notice, if applicable) will be provided.

   (A) No notice is required prior to disconnection in the following instances:

      (1) For tampering with any main, valve, service line, or other facility or appliance belonging to, or under the control of, the Company.

      (2) For connecting the service line, or any line or pipe directly or indirectly connected therewith, to any lines or pipes carrying, or which are in a position to carry, clean waters, other non-sewage wastes, or unacceptable sewage.

      (3) For any other violation of, or failure to comply with, the regulations of the Company which may, in the opinion of the Company or any public authority, create an emergency situation.

   (B) The customer will be given not less than twenty-four (24) hours written notice before service is disconnected for discharging any type of sewage from the premises other than the type identified in the application for service or for discharging sewage from premises other than identified in the application. The Company will attempt to deliver this notice to a person at the customer's premises. If personal service cannot be accomplished, the notice will be securely attached to the premises in a conspicuous manner.

(C) The customer will be given not less than fourteen (14) days written notice before service is disconnected for any of the following conditions:

(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;

(2) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraphs 8(A) and 8(B) of this section;

(3) For denial to the Company of reasonable access to the premises for purposes of inspection;

(4) For misrepresentation in the application for service as to the premises to be supplied or as to any other material fact; or

(5) For violation of federal, state, or local laws or ordinances when such violation affects the provision of sewage service by the Company.

(D) The Company employee who normally performs the disconnection of service will be authorized to either accept payment in lieu of termination, dispatch an employee to the premises to accept payment, or otherwise make available to the customer a means to avoid disconnection.

9. In any case in which sewage service is supplied to two or more customers through one service line, and the Company is entitled under the preceding paragraph to discontinue service to any one of them, the Company may discontinue service to both or all of such customers.

10. (A) If a customer whose service has been disconnected for nonpayment of bills or for violation of, or failure to comply with, the regulations of the Company requests reconnection, service will be reconnected, 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:

(1) Receipt by the Company of the full amount of arrearage for which service was disconnected, payment for all costs incurred by the Company in disconnecting and reconnecting service, and any required deposit;

(2) The correction of the conditions that warranted disconnection; or

(3) Agreement by the Company and customer on a deferred payment plan and such payment as may be required under the plan.

(B) 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:

(1) If reinstatement of service is requested the same day, the customer must notify the Company no later than twelve thirty (12:30) p.m. and 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.

(C) If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

(D) No customer requesting reconnection will be required to pay the current portion of a bill, except for the payment for all costs incurred by the Company in disconnecting and reconnecting service and any required deposit, as a condition of reconnection, unless that portion of the bill is not paid within fourteen (14) days of the billing date.

11. Any employee of the Company whose duty requires him to enter upon the private property of a customer will voluntarily identify himself or herself, provide a photo identification, and state the reason for the visit to the person holding himself or herself as being responsible for the dwelling or structure. Entrance will not be sought or gained through subterfuge or force. The Company will be liable for damage caused by its employees within the scope of employment when such damage arises from willful misconduct or negligence.

12. (A) The Company will accept and process both oral and written complaints with regard to the character of services rendered or bills rendered and will investigate such complaints in a fair and complete manner. The Company will report the results of such investigation to the customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.

(B) The Company will maintain a record of all complaints, which will include the name and address of the complainant, the date, the nature of the complaint, and the action taken or decision made by the Company with respect to the complaint.

(C) If a complainant is not satisfied with the Company's report, the Company will promptly inform the customer of the availability of the Public Utilities Commission of Ohio's complaint handling procedures, including the Commission's current address and the toll-free telephone number of the Commission's Public Interest Center.

13. The Company reserves the right to at any time alter, amend or add to the regulations of this tariff or to substitute other regulations, and all such alterations amendments and additions will be filed with the Public Utilities Commission of Ohio as provided by law. Unless otherwise ordered by the Commission pursuant to Rule 4901:1-15-01 of the Ohio Administrative Code, nothing within this tariff takes precedence over the rules set forth in Chapter 4901:1-15 of the Ohio Administrative Code.

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
SECTION 4
ORIGINAL SHEET NO. 1

CONTRACTS FOR SEWAGE SERVICE

1. All applications for sewage service must be made on forms provided by the company. Upon acceptance by the company, the application shall become a contract between the applicant, afterwards known as the customer, and the company, obligating the customer to pay for the sewage service and obligating both parties to abide by all the terms and provisions of this tariff and all other lawful and applicable tariffs. Each application must state truly and fully the type or types of sewage to be discharged from the premises to be serviced. A separate contract for sewage service shall be required for each premises serviced. A separate contract for sewage service may be required for each type of sewage to be discharged from the premises. Each application must be signed by the owner of the premises to be serviced, if available, and if not, by the occupant of said premises as the duly authorized agent of said owner.

2. The company shall be notified of any change of ownership and of any change of tenancy involving termination of a contract for service, such notice to contain the date such change is to become effective.

3. At such time as the company is notified of a change in tenancy or ownership, requiring the filing of a new application for sewage service, whether such notice is given by the old customer or otherwise, the company shall render a final billing. The customer in whose name the account stands at the time such final bill is rendered shall be liable for said final bill. Upon rendering of the final bill, the service contract shall be terminated.

4. Bills rendered upon termination of the contract must be paid within fourteen (14) days from the date rendered. When not so paid, such bills shall be increased by the cost of collection, including attorneys' fees and court costs reasonably incurred to effect collection.

5. In the case of temporary service, where sewage service is desired for special purposes, the company shall estimate the cost thereof and the amount estimated shall be deposited by the customer. After such service is made available, the company shall compute the actual cost for same. Any excess of the amount deposited over actual cost shall be returned to the customer and the excess of actual cost over the amount deposited shall be paid by the customer upon receipt of a bill from the company.

Issued: 2/27/64 Effective: 6/1/64

By: Oliver Altman, President, Eagle Creek Utility Company, 11735 Euclid Avenue, Cleveland, Ohio, 44106

EAGLE CREEK UTILITY COMPANY
APPLICATION FOR SEWER SERVICE

The undersigned hereby requests to be supplied with sewer service by Eagle Creek Utility Company for the purpose shown below. The undersigned agrees to use and pay for such service in accordance with the Company's regulations and rates which have been approved by and are on file with the Public Utilities Commission of Ohio.

SIGNING THIS FORM 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 THE UNITED STATES.

_____ _____
Signature of Applicant Date

Service Address:

_____

_____

Nature of Service:

_____

Rate: Domestic Non-Domestic

Deposit: _____

Remarks: _____

_____

_____

_____

BILLS AND PAYMENTS FOR SERVICES

1. Each customer is liable for the payment of sewage service provided to his premises until he has paid his final bill for all charges of any kind due under this tariff.

2. The Net Monthly Bill shall be in the amount of the monthly minimum charge to regular customers.

3. The Net Quarterly Bill shall be in the amount of the quarterly consumption charge to regular customers, less the total of the two preceding Net Monthly Bills.

4. The Net Miscellaneous Bill shall be in the amount of the charge to irregular customers.

5. Each Net Bill is payable within fourteen (14) days from the date rendered. When not so paid, the Gross Bill, which is the Net Bill plus a late payment charge of five per cent (5%) of the amount of current charges only, is due and payable. The 5% difference between the Net Bill and the Gross Bill will not be compounded for future delinquencies and will not be imposed in any billing period in which the customer payments exceed the current charge.

6. Bills will be mailed or delivered to the customer at the address of the premises serviced unless the customer shall, in writing, request that they shall be sent to some other address specified by him. The failure to receive a bill shall not relieve the customer from the obligation to pay same when due.

7. Service to any customer is subject to disconnection if a bill remains unpaid forty-five (45) days following the billing date. However, in no event will service be disconnected for non payment unless the Company has furnished the customer with at least fourteen (14) days written notice as provided in Section 3, Paragraph 8(C) of these regulations.

8. Company may require a customer to satisfactorily secure an account in accordance with the provisions of Section 4933.17 of the Ohio Revised Code and Rule 4901:1-17, Ohio Administrative Code. In the event such security is required, the procedures with respect thereto shall be in accordance with Section 4933.17 of the Ohio Revised Code, and Rule 4901:1-17 of the Ohio Administrative Code, and any subsequent amendments thereto, which provisions are incorporated by reference herein. Copies of the statute and rules shall be made available for inspection upon request or inquiry of any customer or Applicant for service.

9. When the customer desires sewage service to be disconnected, either temporarily or permanently, he shall so notify the Company at the Company's office and the bill computed to date. Such bill, and all other charges against the customer's account, must be paid in full at the office of the Company before service shall be discontinued in accordance with such request.

10. No rebates from rates will be allowed because a customer disposes of a part of his sewage by means or facilities other than the Company's system.

SEWER TARIFF
P.U.C.O. NO. 1

EAGLE CREEK UTILITY COMPANY
FINDLAY, OHIO

SEWER SERVICE
SECTION 6
ORIGINAL SHEET NO. 1

MAIN EXTENSIONS

The following shall constitute the standards for the extension of sewer mains and related facilities by the company:

1. 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.

2. The company shall extend mains and related facilities to serve new customers, subject to the provisions of this rule.

3. As used herein:

   a. "Main Extension" means an extension 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 fronting the main extension.

   b. "Related Facilities" means all fittings, valves, connections, other facilities and back-up plant 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 fronting the main extension.

Issued: November 9, 1988

Effective: 10/30/87

In accordance with Case No. 86-2047-WS-COI

By: Oliver Altman, President, Eagle Creek Utility Company, 11735 Euclid Avenue, Cleveland, Ohio 44106

4. Any main extension and related facilities shall become the property of the company

5. The size, type, quality of material and the location of the main extension and related facilities shall be specified by the company and construction shall be done by the company or contractors acceptable to the company.

6. The design and route of a main extension shall be determined by the company in accordance with reasonable utility engineering practices. The length of the main extension shall be determined by measuring from the nearest existing adequate main to a point perpendicular to the most remote structure fronting the main extension.

7. Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by contributions and/or advances in aid of construction, the company shall estimate the total of the costs of the main extension, related facilities and tax or tax impact in accordance with this rule. Such estimate shall be included in the terms and conditions of the agreement. the company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the Applicant. If the company installs mains or facilities of a size in excess of that required to provide adequate service to the Applicant, the company shall bear the cost of such oversizing.

8. The main extension agreement shall embody one of the following methods. The selection of the method shall be at the discretion of the company.

a. The applicant for a main extension shall be required to advance to the company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact. 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 taxable contributions and advances.

The entire advance including the tax impact shall be subject to refund as provided in paragraph 11 of this provision.

b. The applicant for a main extension shall be required to advance to the company, before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the

extension and related facilities minus the tax shall be subject to refund as provided in paragraph 11 of this provision. The tax shall be calculated by the following method:

Tax= C x R

C= Definition in paragraph 8.a. of this provision.

R= Definition in paragraph 8.a. of this provision.

9. All amounts over actual cost shall be refunded and all amounts under actual cost shall be paid within sixty days after the completion of the main extension.

10. When more than one applicant is involved, the amount of the advance in aid of construction shall be divided equally among the applicants unless otherwise agreed by the applicants.

11. Refunds of advances in aid of construction made pursuant to this rule shall be made in accord with the following method. The company shall pay each year to the party making an advance in aid of construction, or that party's assignees or successors where the company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from sewage service to each bona fide customer whose service line is connected to main or extension lines covered by the main extension agreement for a period of not less

than fifteen years. Agreements under this provision may provide that any balance of the amount advanced remaining at the end of the fifteen year period shall thereafter remain payable, in whole or in part, and in such a manner as is set forth in the agreement. A balance remaining at the end of the fifteen year period shall otherwise become nonrefundable.

12. When more than one applicant is involved, the amount refunded shall be divided among the applicants in proportion to their original advance in aid of construction.

13. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced.

14. Refunds of advances in aid of construction will not be affected by a transfer of the Company's "Certificate of Public Convenience and Necessity" to another entity.

15. The Company shall not be required to extend mains unless the prospective customer guarantees to the Company that service will be accepted within thirty days following the completion of the main extension, or such longer period as the Company and the prospective customer agree.

16. The Company shall provide temporary service, provided that the applicant for such service agrees in writing to pay in advance, to the Company, the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service.

SUBSEQUENT CONNECTIONS, SERVICE CONNECTIONS, AND TAP-INS

1. If and when at any time during the term of a main extension agreement involving refundable advances in aid of construction pursuant to Rule 4901:1-15-32 of the Ohio Administrative Code (also Section 6 of this tariff) 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.

   a. 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.

   b. In the event that the total of the amount already refunded under paragraph 11 of Section 6 of this tariff, plus the subsequent applicant's fee calculated under paragraph 1 of this provision, 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 11 of Section 6 of this tariff.

   c. 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. This refund shall be in addition to that provided for in paragraph 11 of Section 6 of this tariff.

SERVICE LINES

1. All service lines, from the first joint from the main to the customer's premises, are customer service lines and shall be and remain the property of the customer.

2. The customer shall, at its own expense, maintain the customer service line in good repair.

3. The installation, replacement, repair, or maintenance of customer service lines shall conform to all applicable governmental regulations.

BILL FORMAT

EAGLE CREEK UTILITY COMPANY

604 College Street
Findlay, Ohio 45840
Phone (419) 422-9598

P.U.C.O. Authorized
11735 Euclid Avenue
Cleveland, Ohio 44106
Phone (216) 231-3358

For Sewer Service Rendered By Eagle Creek Utility Company
From _____ Through _____:

LATE CHARGE OF 5% AFTER

Inquiries or complaints regarding service or building should be directed to the Company at 422-9598.
If you are not satisfied with the response, you may call the Public Utilities Commission of Ohio at 1-800-686-7826.

EAGLE CREEK UTILITY COMPANY

NOTICE OF CUSTOMER RIGHTS

The Public Utilities Commission of Ohio has ordered all waterworks companies and sewage disposal companies it regulates to provide their customers with a written notice explaining the rights of customers in connection with various aspects of these utility services. Eagle Creek Utility Company, your provider of sewer service, has prepared this notice in compliance with the Commission's directive. Please retain this notice for future reference. A complete copy of the Company's rates and regulations are contained in its tariff, which is on file with the Commission. A copy of the tariff is available for review from the Company or the Commission.

Complaint Reporting Procedures

Complaints or inquiries regarding service or billing should be directed to the Company by calling (419) 422-9598, which is available on a 24-hour basis. When calling the Company, customers should specify whether the matter involves an emergency. If your complaint or inquiry does not involve an emergency and if no one is available to respond immediately, a Company representative will attempt to contact you within 24 hours. Complaints or inquiries may also be made by writing to Eagle Creek Utility Company at 604 College Street, Findlay, Ohio 45840.

The Company will investigate the problem or concern which is the subject of your complaint or inquiry and will make every effort to resolve the matter as quickly as possible. The Company will report the results of its investigation to you, either orally or in writing, within ten business days after receiving your complaint.

If, after contacting the Company and receiving its report, you are not satisfied with the results, you may contact the Public Utilities Commission of Ohio's Public Interest Center at 1-800-686-7826 or (614) 466-3292. TDD customers may call 1-800-686-1570 or (614) 466-8180. If you prefer, you may write to the Commission at the following address:

Public Utilities Commission of Ohio
Public Interest Center
180 East Broad Street
Columbus, Ohio 43266-0573

Initiation of Service

The Company will supply sewer service to locations or premises within its service area upon written application by the prospective customer. Such applications will be on forms provided by the Company and a separate application will be required for each location or premises and for each type of sewage (domestic or non-domestic) to be discharged. By signing the application, the customer becomes obligated to abide by the terms of the Company's tariff.

Installation of the facilities required to establish service will be charged to the customer at the Company's out-of-pocket costs. If the installation of service facilities is to be performed by a non-utility entity in which any of the Company's owners, directors, officers, or employees has an interest, the Company will disclose the nature of that relationship to the customer. In such instances, the contract for performing the installation, and all related billing and collection, will be between the non-utility entity and the customer.

In instances where the initiation of service requires a main extension and/or related facilities which are to be funded by contributions and/or advances in aid of construction, the agreement shall be in writing, shall conform to the terms and conditions of the Company's regulations governing main extensions as approved by the Public Utilities Commission of Ohio, and shall be signed by the Company and the customer. Further information regarding main extensions may be obtained by contacting the Company.

In accordance with Public Utilities Commission rules, the Company may require new customers to establish financial responsibility prior to initiating service. Financial responsibility will be deemed established if: (a) the customer owns the property being served or other real estate in the service territory; (b) the customer demonstrates that he or she is a satisfactory credit risk; (c) the customer has a history of timely paying the bills of a similar utility; (d) the customer provides a guarantor; or (e) the customer provides a security deposit. If a deposit is required, it will be held in an interest bearing account of at least 5% and will be refunded with interest, if held 180 days or more, upon establishment of a history of paying monthly bills. If service is disconnected, the deposit, plus interest, will be applied to the final bill. The Company will provide you with further information regarding security deposits and guarantors.

Payment of Bills

Bills for sewer service will be rendered on a quarterly basis and will be mailed to the address of the premises served unless the customer requests, in writing, that bills be sent to another address. Failure to receive a bill does not relieve the customer from the obligation to pay the bill when due.

Net bills are payable within fourteen days from the date rendered. When not so paid, the gross bill, which is the net bill plus a late payment charge of 5% of the amount of the current charges, is due and payable. The 5%

difference between the net bill and the gross bill will not be compounded for future delinquencies and will not be imposed in any billing period in which the customer payments exceed the current charge. Service to any customer is subject to disconnection if a bill remains unpaid forty-five days following the billing date. However, in no event will service be disconnected for nonpayment unless the Company has furnished the customer with at least fourteen days written notice as discussed in the section of this notice entitled "Disconnection of Service."

Disconnection of Service

The Company may disconnect all or any part of its service to a customer for the reasons and with the notice stated below. If a customer's service is subject to disconnection for more than one of the following conditions, the minimum notice provision (including no notice, if applicable) will be provided.

(A) No notice is required prior to disconnection in the following instances:

(1) For tampering with any main, valve, service line, or other facility or appliance belonging to, or under the control of, the Company.

(2) For connecting the service line, or any line or pipe directly or indirectly connected therewith, to any lines or pipes carrying, or which are in a position to carry, clean waters, other non-sewage wastes, or unacceptable sewage.

(3) For any other violation of, or failure to comply with, the regulations of the Company which may, in the opinion of the Company, or any public authority, create an emergency situation.

(B) The customer will be given not less than twenty-four hours written notice before service is disconnected for discharging any type of sewage from the premises other than the type identified in the application for service or for discharging sewage from premises other than the premises identified in the application. The Company will attempt to deliver the notice to a person at the customer's premises. If personal service cannot be accomplished, 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 conditions:

(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;

(2) For any violation of, or failure to comply with, the regulations of the Company other than as stated in paragraphs (A) and (B) of this section;

(3) For denial to the Company of reasonable access to the premises for purposes of inspection;

(4) For misrepresentation in the application for service as to the premises to be supplied or as to any other material fact; or

(5) For violation of federal, state, or local laws or ordinances when such violation affects the provision of sewage service by the Company.

(D) A notice of disconnection under this section will include the following:

(1) The earliest date that disconnection could occur;

(2) The reason(s) for disconnection; and

(3) The action the customer must take in order to avoid disconnection, including, if applicable, the total amount required to be paid, which shall not be greater than the past due balance.

The Company employee who normally performs the disconnection of service will be authorized to either accept payment in lieu of termination, dispatch an employee to the premises to accept payment, or otherwise make available to the customer a means to avoid disconnection.

Reconnection of Service

If a customer whose service has been disconnected for nonpayment of bills or for violation of, or failure to comply with, Company regulations requests reconnection, service will be reconnected, 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:

(A) Receipt by the Company of the full amount of arrearage for which service was disconnected, payment for all costs incurred by the Company in disconnecting and reconnecting service, and any required deposit;

(B) The correction of the conditions that warranted disconnection; or

(C) Agreement by the Company and customer on a deferred payment plan and such payment as may be required under the plan.

If a customer whose service has been disconnected wishes to guarantee the reinstatement of service the same day on which payment is rendered, the customer must:

(A) Notify the Company no later than 12:30 p.m. and make payment in the Company's business office or provide proof of payment; and

(B) If required by the Company, sign an agreement to pay the Company's incurred costs for reinstatement of service, if reinstatement occurs after normal Company business hours. This fee may be collected at the time reinstatement arrangements are made or may be included with the customer's next billing.

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

No customer requesting reconnection will be required to pay the current portion of a bill, except for payment for all costs incurred by the Company in disconnecting and reconnecting service, and any required deposit, as a condition of reconnection, unless that portion of the bill is not paid within fourteen days of the billing date.

Access to Premises

Company employees whose duties require them to enter upon the private property of the customer will identify themselves and will state the reason access is being sought. You have the right to see a photo identification from a Company employee seeking access to your premises.

Minimum Standards

The Public Utilities Commission has adopted a comprehensive set of minimum standards applicable to waterworks companies and sewage disposal companies subject to its jurisdiction. A copy of these standards is available for review, upon request, from the Company or the Commission.