NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Ohio Wastewater Systems, Inc. (the "Company"), you have certain rights and obligations. These rights and obligations are spelled out in detail in the standards for water and sewer utilities established by the Public Utilities Commission of Ohio ("Commission") and in the Company's rules and regulations, which have also been approved by the Commission. This Notification of Customer Rights is intended to provide you with a summary of some of the more significant rules and regulations. Copies of the Commission's comprehensive standards and the Company's rules and regulations are available from the Company upon request. You may contact the Company to obtain copies of these documents, or for any other purpose, including inquiries, complaints, and to report emergencies, at:

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

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

Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43266-0573 1-800-686-7826 7-1-1 (Ohio Relay Service) http://www.puco.ohio.gov



Complaints:

Complaints as to service or bills should first be directed to the Company by writing or calling the Company at the address or phone number listed above. The Company will investigate your complaint and will report the results of its investigation to you, either orally or in writing, within ten business days of receiving the complaint. If your complaint is not resolved after you have contacted the Company, or for general utility information, residential and commercial customers may contact the Commission for assistance at 1-800-686-7826 (toll free) 8:00 a.m. to 5:00 p.m. weekdays or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the Commission via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the Commission. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.occ.ohio.

Customer Rights:

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

- A. Notice that the Company intends to discontinue service and the reason therefore, which includes non-payment of bills, failure to abide by the terms of the Company's tariff, tampering with Company facilities, discharging any type of sewage not stated in the application for service, or the use of service upon any premises not stated in the application for service.
- B. Notice that sewer service will be interrupted;
- C. See a proper Company photo identification when a Company employee or authorized representative seeks access to your premises; and
- D. Review the Company's rates, rules, and regulations upon request.

Customer Obligations:

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



- A. Abide by the terms and conditions in the Company's tariff;
- B. Pay your bills when due;
- C. Allow the Company access to your property, not including your dwelling or other structures, to inspect connections to the Company's system, inspect, maintain, and repair your tank and Company-owned equipment and facilities located on your property, and to investigate complaints; and
- D. Review the user manual relating to the sewer system components located on your property furnished to you by the Company prior to the commencement of service.

Service Installation:

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

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

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

Billing:

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

Disconnection of Service:

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

- A. No notice is required for disconnection of service for any of the following reasons:
 - 1. For tampering with any collection main, service line, or appliance under the control of, or belonging to, the Company;
 - 2. For any other violation or failure to comply with the regulations of the Company, which may, in the opinion of the Company or any public authority, create an emergency situation.
- B. The customer will be given not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
 - 1. For the discharge of any type of sewage not stated in the applicant
 - 2. For the use of service upon any premises not stated in the application.

 Personal delivery of the notice to the customer's premise shall first be attempted. If personal service cannot be accomplished at that time, then the notice will be securely attached to the premises in a conspicuous manner.
- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
 - 1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 - 2. For any violation of, or failure to comply with, the regulations of the Company other than those stated in Paragraphs A and B above;
 - 3. For misrepresentation in the application as to any material fact; or
 - 4. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

- D. Service will not be refused or disconnected to any customer or refused to any applicant for service for any of the following reasons:
 - 1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises;
 - 2. Failure to pay for a class of service different from the service provided for the account in question;
 - 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 - Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service will be given to the tenant(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.
- F. The Company will provide notice of disconnection of service to one additional consenting party, with the customer's written authorization.
- G. The Company may disconnect service during normal business hours of 8:30 a.m. to 5:30 p.m. EST, Monday through Friday; provided, however, that no disconnection for past due bills or for failure to make a required deposit will be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees or authorized representatives who normally perform the termination of service are authorized to either:
 - 1. Accept payment in lieu of termination;
 - 2. Dispatch an employee or authorized representative to the premises to accept payment; or
 - 3. Otherwise make available to the customer a means to avoid disconnection. At the discretion of the Company, such employees or authorized representatives may also be authorized to make extended payment arrangements.

T. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist. certified nurse practitioner, certified midwife, or local board of health physician. and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the Company will restore service if a signed certification form is received by the Company within twenty-one days of disconnection. Certification may be renewed two additional times (for thirty days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the Company, charges incurred during the certification period, and, where, disconnection has already occurred, the applicable reconnection charge,

Reconnection of Service:

The Company will reconnect previously disconnected service in accordance with the following procedures.

- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
 - Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge and any required deposit;

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- 2. The elimination of conditions that warranted disconnection of service; or
- 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. EST on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to

paying the normal reconnection charge, shall also pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.

- C. The Company may require a guarantor or deposit as a condition of restoring service, subject to the Commission's rules governing guarantors or deposits. If a guarantor or deposit is required, the Company will provide the customer with a copy of the applicable rules and will administer any deposit in accordance with those rules.
- D. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.

