

PUCO NO. 4

RATES, RULES

and

REGULATIONS

for

WATER SERVICE

of

SANDELWOOD WATER LLC

839 E. Market Street

Akron, Ohio 44305-2488

89-7030-WW-TRF

Issued by:

**Sandelwood Water LLC
Joel Stile, Managing Partner**

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Issued Date: 01/09/13

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Sandelwood Water LLC

In Accordance with the Public Utilities Commission of Ohio
Order Dated: 12/19/12 in Case No. 11-4168-WW-ATA

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P.U.C.O. No. 4

WATER SERVICE TO:

All customers on a 15.575 Acre Parcel located on Edson Road in Brimfield Township, Portage County, Ohio.

RATES AND CHARGES
NON-METERED MONTHLY CHARGES

Three Bedroom Condominium	\$41.57
Two Bedroom Condominium	\$36.37
Two Bedroom Apartment	\$31.18
One Bedroom Apartment	\$25.98

PAYMENTS

All charges are payable either when performed or monthly on or before the date specified and in the manner set forth in the Rules and Regulations. Non-payment for more than fourteen (14) days after the date due will subject the customer to the Rules and Regulations and the charges therein.

OTHER SERVICES

The charge for services other than stated above or as covered in the Rules and Regulations shall be agreed upon between the customers and the Company prior to such service and a copy of the contract shall be filed with and approved by the Public Utilities Commission of Ohio (PUCO or Commission).

MISCELLANEOUS CHARGES

Late Payment Charge:	If any charge remains unpaid for fourteen (14) days after the due date, the charge will be an additional five-dollar (\$5.00). The five-dollar (\$5.00) late payment charge which will not be 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. (See the Rules and Regulations; Sheet 3 Item7)
Dishonored Payment Charge:	When a payment that has been received as payment for service is returned by the financial institution unpaid, a dishonored payment charge of eight (\$8.00) dollars per dishonored item will be assessed to cover the cost of processing this transaction; provided that the 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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1. RULES AND REGULATIONS

- A. As a condition precedent to securing water service from Sandelwood Water LLC, all prospective customers must make application in the manner prescribed and shall specifically agree to the terms and conditions contained in the Rules and Regulations then existing and as such Rules and Regulations may thereafter be changed pursuant to an Order of The Public Utilities Commission of Ohio.
- B. Nothing within the tariff of Sandelwood Water LLC shall take precedence over the rules set forth in Chapter 4901:1-15 of the Ohio Administrative Code, unless otherwise specifically ordered by the Commission pursuant to Rule 4901:1-15-02, Ohio Administrative Code.

2. DEFINITIONS

- A. "Company service line" means that portion of the service line between the distribution main and 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. "Customer" means any person who enters into an agreement with the Company to receive waterworks service.
- C. "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.
- D. "Dead-end main" means a section of a water distribution system consisting of pipe 2" or greater that is not connected to another section of pipe by means of a connecting loop and serves more than one customer.
- E. "Distribution main" means a pipe that transports or distributes water from the supply system to the service lines of a water customer.
- F. "Outage" means any interruption of a Company system, other than a customer service line, which causes the cessation of water service.
- G. "Service connection" means the connection of the Company's service line with the customer's service line at or near the property line, the connection of which enables the customer to receive service.
- H. "Tap-in" means the connecting of a Company service line to the distribution main.

3. ESTABLISHMENT OF CREDIT

In accordance with PUCO. rules, the Company will require new customers to establish financial responsibility prior to receiving service. Financial responsibility may be established if:

- A. The applicant owns the property being served or other real estate in the service territory.
- B. The applicant makes a cash deposit that is equal to 1 month service charge. If the deposit is held 180 days or longer, three percent (3%) interest per annum will be paid. Interest will be paid to the customer when the deposit is refunded or deducted from the customer's final bill. If the deposit is refunded prior to 180 days, no interest will be paid.
- C. The applicant completes the Sandelwood Water LLC application and returns it signed to the office with the deposit payment.

4. APPLICATION FOR SERVICE

Water service shall not be supplied unless an application has been completed on the form provided by the Company. All parties agree that water service is supplied for use on the premises of the customer only. Once an owner notifies the Company of his/her departure and departs from the system, the Company will hold the owner responsible for new bills until such time as the Company is notified of a new occupant.

5. CHANGE IN LOCATION OF SERVICE

Services moved for the convenience of the customer shall be at no expense to the Company and shall not be moved until the Company has been paid a minimum of the estimated cost of relocation.

6. OWNERSHIP AND MAINTENANCE

All water plant equipment, wells, tanks, buildings, mains, services, and appurtenances are the property of the Company who is also responsible for repair, replacement, and maintenance of same and the removal upon discontinuance of service. Customer service lines are the responsibility of the Owner and not the Company.

7. BILLING

All charges for water are due and payable monthly, on or before the first of the month. If any charge remains unpaid for fourteen (14) days after the due date, the charge shall be subject to a five-dollar (\$5.00) late payment charge. Any bill or charge remaining unpaid for fourteen (14) days after the due date, the customer will receive a statement and will be considered delinquent. Delinquent bills not paid by the end of the month may be referred to an attorney for collection.

8. FIRE HYDRANTS

The Company does not provide fire protection service.

9. SHUTOFFS FOR REPAIRS, EXTENSIONS, OR OTHER PURPOSES

The Company undertakes to use reasonable care and diligence to provide a water supply, but even so, reserves the right, at any time to shut off the water in the system for the purpose of making repairs, extensions, protection of the system, or for any other necessary purpose. Provided the shut off is not the result of an emergency situation, all affected customers shall be given a three (3) day written notice, delivered to the customer by mail, in person, or by an obvious sign posted in the affected service territory stating the date and estimated duration of the shut off or flushing. All affected customers shall, to the extent possible under the circumstances, be given reasonable notice of restoration of service.

10. PROHIBITED CONNECTIONS

The Company does not permit mains, services, or appurtenances to be connected on or off of any premises with any service connection, piping, or other appurtenances, which are connected, with any other source of water supply without specific written permission. Further, the Company prohibits the connection of its mains, services, or appurtenances in any way, including crossover connections, to any piping, pipes, tank, vat, or other appurtenances, container, device, or apparatus which contains liquids, chemicals, harmful substances of whatever nature, or other deleterious substance or matter which may or could flow or be drawn back into the water system in any manner.

11. ACCESS TO PREMISES

Any employee or agent of the Company seeking access to a customer's premises shall voluntarily identify himself/herself, will state the reason for the visit, and provide Company photo identification. The employee or agent shall, in all cases, direct himself or herself to a person holding himself or herself as being responsible for the dwelling or structure. Since there is service to condominiums on a non-metered basis, access is also required in order to shut off water service for repair. In all cases entrance will not be sought or gained by subterfuge or force.

12. SUPPLY OF WATER

The Company does not guarantee a continuous supply of water or regular pressure. Customers should arrange for adequate storage capacity and necessary devices to protect their equipment and premises where the water may stop, flow irregularly, or vary in pressure.

13. DISCONTINUANCE OF WATER SERVICE

The Company does not have the ability to disconnect. Service is master metered.

14. MAIN EXTENSIONS

The Company has no plans for expansion and if it does at that time will follow all PUCO rules and regulations.

15. CUSTOMER COMPLAINTS

- A. The Company shall accept and process both oral complaints made to the offices and/or written complaints mailed to Sandelwood Water LLC.
- B. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint.
- C. The Company shall 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 (3) years.
- D. If the complainant is not satisfied with the Company's report(s), the Company shall promptly inform the customer of the availability of the Commission's complaint handling procedures, including the then current address and the local or toll-free telephone number of the Commission's Call Center.
- E. The Company shall, in addition to the requirements imposed by any other provisions of the Administrative Code, make a fair and complete investigation of any customer's complaint referred by the Commission.
- F. The Company shall submit a report to the Commission within ten (10) business days after the receipt of a Commission request for information concerning a complaint(s). The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

16. WATER CONSERVATION AND USE RESTRICTIONS

- A. Conditions beyond the control of the Company may necessitate the Company to impose restrictions on the use of water by their customers to ensure that the supply is adequate for public fire service and basic human needs as follows:
1. Level 1- Partial ban on all lawn watering.
 2. Level 2 –Compete ban on all lawn watering, car washing, and pool filling.
 3. Level 3-Ban on all non-essential use of water.
- All levels implemented include the restriction in the lower levels of conservation (level 3 includes levels 1 and 2).
- B. The Company will notify the Outage Coordinator of the Commission of any proposed water usage restrictions. After this notification, the restrictions may be implemented immediately. Within two (2) business days following the implementation of water restrictions, the Company will file with the Service Monitoring & Enforcement Department (SMED) of the Commission, a detailed description outlining the restrictions. The Commission may suspend the restrictions if the Commission finds the restrictions to be unreasonable or discriminatory.
- C. Customers violating the established usage restriction shall be enforced in a non-discriminatory manner and in accordance with the following standards:
1. Customers violating the established usage restrictions shall first be given an immediate written notice. This notice shall describe in detail the offense and shall describe the procedures to be followed if the customer is found in violation again during the time of curtailment, and the Company shall afford the customer a reasonable opportunity to comply with the policy.
 2. The curtailment of water usage shall not entitle the customer to a deduction in the amount of his/her water charges during the time of the curtailment.
 3. The Company shall provide notice to all of its customers prior to implementing the water usage restrictions.
 4. The Company shall, until the restriction is lifted, file a report with SMED of the Commission every thirty (30) days stating the number of disconnections and the particular usage restriction violation causing the disconnection, and any other problems relating to the water usage restrictions.

P.U.C.O. No. 4

APPLICATION FOR WATER SERVICE FROM THE UTILITY,
SANDELWOOD WATER LLC

The undersigned hereby makes Application for Water Service from Sandelwood Water LLC. The applicant agrees as a condition of receiving and continuing to receive water service to timely pay or cause to be paid the applicable rates and charges for such water service, and further agrees to abide by and perform pursuant to the Rules and Regulations as filed with the Public Utilities Commission of Ohio and in effect at the time of delivery of water service.

The applicant further agrees to, and has this date deposited the sum of \$_____ with the Company, said deposit as a partial guarantee of payment of all bills rendered for water service at the within address.

This Application shall also act as a receipt. Applicant is responsible for all water service herein until this Application is surrendered. Applicant shall not receive any refund of deposit until this Application has been surrendered together with a request for termination of service.

APPLICANTS NAME _____
SOCIAL SECURITY NUMBER _____
CO-APPLICANTS NAME _____
SOCIAL SECURITY NUMBER _____

LOCATION OF SERVICE ADDRESS _____
PHONE NUMBER _____
Business or Occupation of Applicant _____
Address Where Employed _____
Credit _____
References _____

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 PRIVILEGES GRANTED OR GUARANTEED TO HIM/HER BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Dated this _____ day of _____, _____, _____
Applicant Signature

Accepted by Sandelwood Water LLC this _____ day of _____, _____.
By _____
Joel Stile, managing partner or authorized designee

Issued Date: 01/09/13

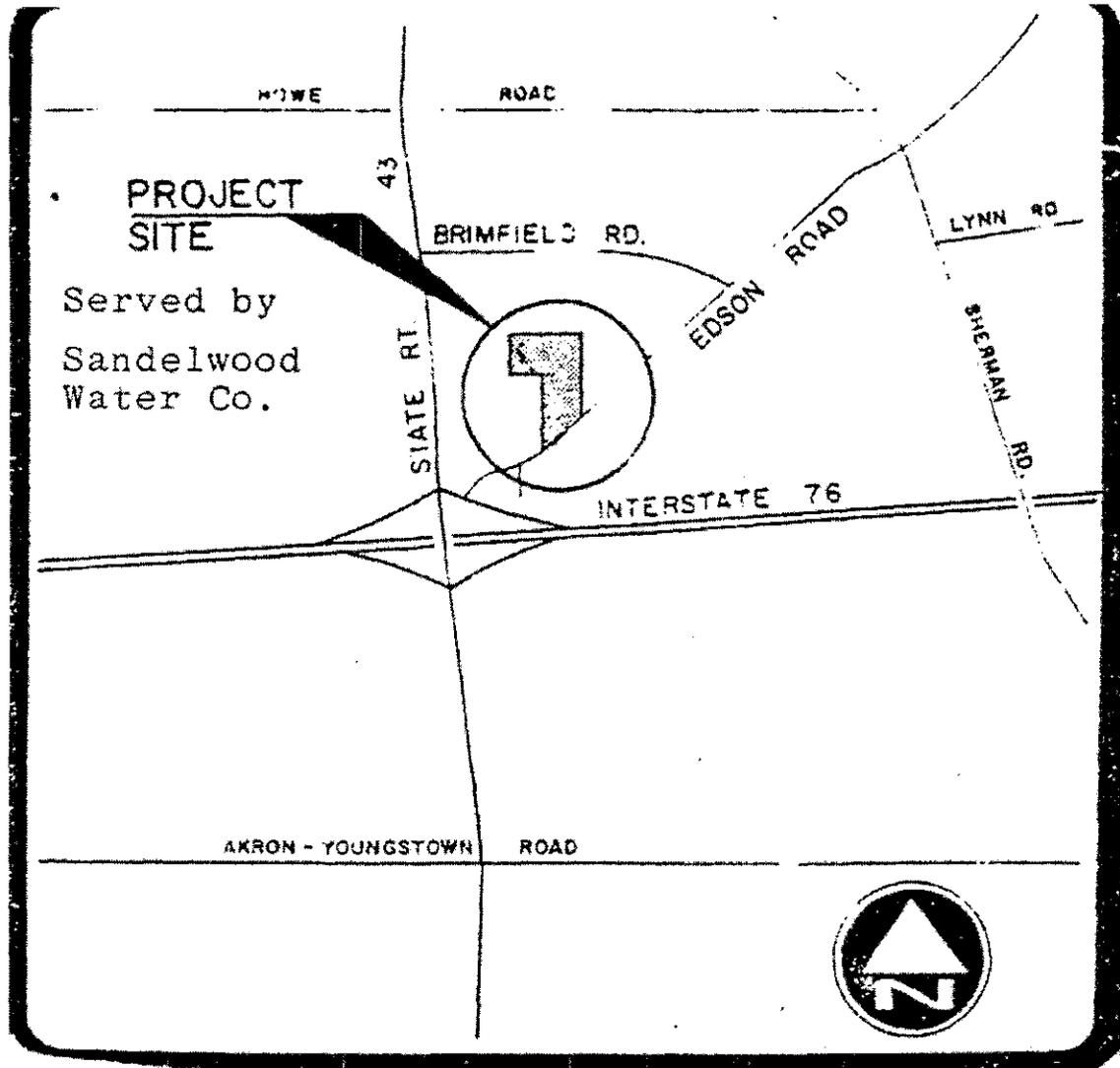
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LOCATIONAL MAP OF THE SERVICE AREA



Issued Date: 01/09/13

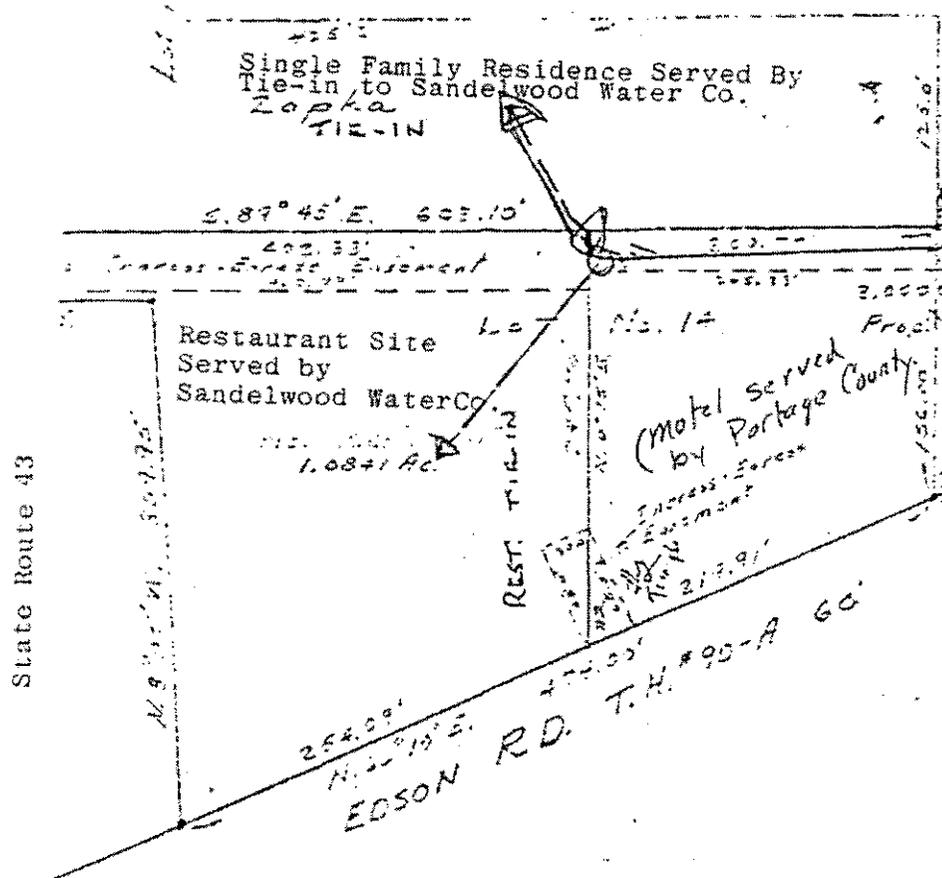
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SERVICE AREA MAP FOR RESTAURANT AND SINGLE-FAMILY RESIDENCE



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SANDELWOOD WATER LLC

NOTIFICATION OF CUSTOMER RIGHTS AND OBLIGATIONS

I. COMPLAINT PROCEDURES

- A. A complaint can be made directly to Sandelwood Water LLC either in writing to the company, c/o Stile Companies, 839 E. Market Street, Akron, OH 44305-2488 or by calling (330) 762-8661. Business hours are weekdays, 8:00 A.M. to 5:00 P.M. Problems of a non-emergency nature should be reported during those hours, if at all possible.
- B. After normal business hours or on weekends or holidays, call (330) 762- 8661 and you will reach our voice mail. Leave your name, address, and phone number and a message. If the problem is NOT of an emergency nature, leave a brief description of the problems and when and where you can be reached. Your message will go to the appropriate personnel.
- C. If there is an emergency (such as lack of service), please call the office phone number and press 4 (after being prompted). Then you can leave your message and someone will contact you.
- D. Alternate personnel and numbers that can be used for after hours emergencies are as follows:

Mark Boettler	(330) 297-3685	
Raymond Noland	(330) 762-8661	(330) 730-1833
Harvey Rosenthal	(330) 678-1501	

- E. Sandelwood Water LLC shall investigate each complaint in a fair and complete manner and report the results to the Customer, either orally or in writing, within ten (10) business days after the date of the receipt of the complaint. If your complaint is not resolved after you have called Sandelwood Water LLC, or for general utility information customers may contact the public utilities commission of Ohio for assistance at 1-800-686- 7826 (toll free) from 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 PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>.

II. CUSTOMER RIGHTS AND OBLIGATIONS RELATING TO TRANSFER OF SERVICE.

- A. It is the Customer's responsibility to notify the Water Company for termination of service.
- B. The Company will send an application for service to the new customer either directly or through the closing agent.
- C. Water service shall not be supplied unless an application has been completed on the form provided by the Company. All parties agree that water service is supplied for use on the premises of the customer only. Once an owner notifies the Company of his/her departure and departs from the system, the Company will hold the owner responsible for new bills until such time as the Company is notified of a new occupant.

III. PAYMENT OF BILLS

- A. To keep charges as low as possible, monthly bills are not rendered. It is the customer's responsibility to mail the current monthly flat rate charge on or before the first of each month; payments not received by the 15th day of each month are subject to a \$5.00 late payment charge. A check or money order should be made payable to SANDELWOOD WATER LLC and mailed to 839 E. Market St., Akron, OR 44305-2488. (Please be sure to include you complete return address.)
- B. The customer should save canceled checks as evidence of payment. If there is a past due balance on the account, a statement will be sent. This statement should be reviewed and if any payment has been made that has not been credited to the account; the customer should call the accounts receivable department at (330) 762-8661 to go over the account. The customer should then be prepared to either bring the canceled check to the office or mail a copy of it so it can be determined where the missing payment was applied. If the office has incorrectly charged a late fee, it will be removed. If, however, the payment was in fact late, the customer must pay any late charges in connection with that payment.
- C. When the financial institution returns a check that has been received as payment for service unpaid, a charge of eight dollars (\$8.00) will be assessed to cover the cost of processing this transaction, provided that the Company properly processes the customer's check.

IV. RIGHT TO VIEW RATES, RULES AND REGULATIONS.

The Company's rates, rules and regulations (Tariff) are available for review during normal business hours upon request by any customer or prospective customer. This tariff is also available from the Public Utilities Commission of Ohio.

V. WATER CONSERVATION AND USE RESTRICTIONS

For the benefit of all, we encourage all customers to exercise conservation measures, including, but not limited to, the following:

1. watch for and fix leaks as they occur;
2. turn water on and off as needed rather than letting water run through entire process of washing hands or brushing teeth;
3. put a toilet tank water conserver in place to reduce amount of water needed for flushing;
4. run dishwasher and washing machine for full loads only
5. keep refrigerated water on hand to avoid long running time to obtain cold tap water.

Drought or systems malfunction conditions may necessitate the Company to impose restrictions on the use of water to ensure that the supply is adequate for public fire service and basic human needs. Such restrictions will be on three levels as follows:

1. Partial ban on all lawn watering.
2. Complete ban on all lawn watering, car washing, and pool filling.
3. Ban on all nonessential uses of water.

VI. MINIMUM STANDARDS

The Public Utilities Commission has adopted a comprehensive set of minimum standards for waterworks companies as set forth in Chapter 4901:1-15 of the Ohio Administrative Code, which is available from the Company or from the PUCO for review upon request.

THANK YOU,
SANDELWOOD WATER LLC