

**P.U.C.O. No. 1**

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**RULES, REGULATIONS, AND RATES**

**FOR**

**WATER SERVICE**

**OF**

**COPLEY BUSINESS CENTER LLC**

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**CUSTOMER HOURS**

Customer hours are by appointment only. To request an appointment please contact Copley Business Center LLC at 330-835-5664.

**FILING A COMPLAINT**

If you have a complaint and it is not resolved after you have contacted Copley Business Center LLC, or for general utility information, residential and business customers may contact the public utilities commission of Ohio PUCO for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.occ.ohio.gov>.

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**DEFINITIONS**

“Company” means Copley Business Center LLC.

"Company service line" means that portion of the service line between the distribution or collection main up to and including the curb stop, water outlet connection, or sewer inlet connection at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.

"Customer" means any property owner who enters an agreement with the Company to receive waterworks and/or sewage disposal service.

"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.

"Dead-end main" means a section of a water distribution system that is not connected to another section of pipe by means of a connecting loop.

“Domestic service” means the use of water in connection with normal household activities only.

“Lateral” means the pipe or line and related facilities from the main to the service line.

“Main” means the pipe or line which connects the plant facilities to the lateral.

"Outage" means any interruption of a Company system, other than a customer service line, which causes the cessation of water service.

“Owner” means 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 water service by the Company.

“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” means the physical property to be served, together with the lot or parcel of land upon which it is located.

"Service connection" means the connection of the Company's main and distribution lines with the customer's service line at or near the property boundary, which connection enables the customer to receive service.

"Tap-in" means the connecting of a customer service line to the distribution main.

**MONTHLY**  
**RATES AND CHARGES**

<u>Class of Service</u>	<u>Rate</u>
<u>Residential</u>	
Duplex (2 unit equivalent)	\$123.18
Apartment Building (6 unit equivalent)	\$369.53
<u>Commercial</u>	
Office Building (7 unit equivalent)	\$431.12
RECONNECTION FEE	\$100.00
DISHONORED CHECK CHARGE	\$ 35.00

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**GENERAL RULES AND REGULATIONS**

**A. GENERAL**

1. The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure, but reserves the right, at any time with three days written notice, to shut off the mains or customer service lines for the purpose of making repairs or extensions, or for any other purpose. In the case of an emergency, no notice is required. The Company shall not be liable for a deficiency or failure in the supply of water or for any damage therefrom or in the pressure or any damage caused thereby, or for failure of electrical power supply or equipment failures; or failures of other facilities used by the Company or for any damages caused thereby, if the Company is without negligence on its part.
2. When the water service is to be temporarily discontinued, the Company will give three days written notice, except in the case of an emergency in which event no notice shall be required, to all customers to be affected by the discontinuance, stating the purpose for which the discontinuance is made and the probable duration of the interruption of service. The Company shall notify affected customers at least three days in advance of any outages over one hour in duration which may occur as a result of planned maintenance.
3. The Company shall notify affected customers at least three days in advance of any planned outages or planned main flushings. The notice shall be given to the customer(s), delivered in writing, or by notice printed in a newspaper of general circulation serving the community or by an obvious sign posting in the Company's affected service territory. The notice shall state the date and estimated duration of the outage or flushing for affected area(s).
4. In the interest of public health, and for protection to Company property, no domestic service lines or any other lines or pipes carrying, or which are in a position to carry its water supply, to be connected with, either on or off any customer's premises with any lines or pipes which the Company knows or has good reason to believe is connected with any other source or water supply. No service line may be connected in any manner to any pipe or apparatus containing liquids or other matter which may flow back into the mains.
5. When application to install a customer service line, or for water service, or for the reinstatement of water service, is made to the Company, it shall be entitled to assume that the piping and fixtures to which the service will be supplied are in order, and the Company will not be liable for any accidents, breaks or leakage resulting in any way in connection with the supplying of water, if such accident, break or leakage is not due to the Company's negligence.
6. Ownership and operating control of all mains and laterals are vested in and shall at all times remain in the Company, and shall not be trespassed on or interfered with in any manner.

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7. The Company shall have the sole right to determine the size, type and location of valves, customer service lines, and connections necessary to give the service applied for.
  8. Dwellings or structures receiving a supply of water and all customer service lines, and fixtures, and any and all fixtures within said dwellings and structures shall, at all reasonable hours, be subject to inspection by duly authorized employees or representatives of the Company, who shall have voluntarily identified themselves with proper photo identification and shall have stated the reasons for their visit and who shall have directed themselves to a person holding himself or herself out as being responsible for the dwelling or structure; provided, however, the Company shall not have the right to enter the dwelling or structure of any customer except by permission granted by a person holding himself or herself out as being responsible for the dwelling or structure or except upon the occurrence of an emergency situation directly involving hazard to the health or welfare of the customer, employees or representatives of the Company or general public. The foregoing provisions shall not prevent the Company from discontinuing service to a customer for the unreasonable denial of access to a dwelling or structure required for rendering of service in accordance with the provisions of this tariff, nor shall the foregoing limit any proprietary rights granted to the Company by easement or other estates or interest in land. The Company shall be responsible for any damage done by its employees or agents within the scope of employment when such damage results from negligent act.
  9. Customers having boilers connected with mains of the Company must have a check valve on the supply line to the boilers and a vacuum valve on the line to prevent collapse in case the water supply is discontinued. All customers are hereby cautioned against danger of collapse, as it is sometimes necessary to shut off the supply of water without notice.
  10. Lawn or garden sprinkling or watering or other excessive use of water may be regulated or prohibited by the Company.
  11. No person shall open any fire hydrant, except for the legitimate purpose of extinguishment of a fire, without the written consent of the Company.
  12. Service may not be refused or disconnected to any customer or refused to any applicant for service unless the Company complies with all of the disconnection procedures contained in this rule. Service shall not be disconnected to any customer unless the disconnection conditions in this rule may be specifically applied to that customer.

Service may be refused or disconnected to any customer or refused to any applicant for service as stated in this paragraph. In an instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided.

    - a) No notice is required in any of the following instances:
      - (1) For tampering with any main, service line, meter, curb stop, curb box, seal, or other appliance under the control of, or belonging to, the Company;



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- (2) 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; or
- (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 must be given not less than twenty four hours written notice before service is disconnected when any of the following conditions exist:
- (1) For the use of water for any purpose not stated in the application, or for the discharge of any type of sewage not stated in the application, or for the use of either service upon any premises not stated in the application; or
- (2) To prevent waste or reasonably avoidable loss of water.
- 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 shall be securely attached to the premises in a conspicuous manner.
- c) The customer must be given not less than fourteen (14) days written notice before service is disconnected when any of the following conditions exist:
- (1) For nonpayment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for nonpayment may not occur prior to fourteen (14) days after the due date;
- (2) For any violation of, or failure to comply with, the regulations of the Company other than stated in paragraph a) of this rule;
- (3) For misrepresentation in the application as to any material fact;
- (4) For denial to the Company of reasonable access to the premises for the purpose of inspection; or
- (5) For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- d) Those Company employees who normally perform the termination of service will be authorized to either:
- (1) Accept payment in lieu of termination; or
- (2) Be able to dispatch an employee to the premises to accept payment; or
- Such employees at the premises may or may not be authorized to make extended payment arrangements at the discretion of the Company.

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- e) Disconnection of service for nonpayment is prohibited if the disconnection of service would be especially dangerous to health as certified pursuant to the certification provisions following in this rule:
- (1) The customer must have a form provided by the Company signed by a licensed physician or local board of health physician stating that a special danger exists to the health of the customer or permanent resident of the household.
  - (2) In the event that service has been disconnected within fourteen (14) 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.
  - (3) Certification shall prohibit disconnection for thirty (30) days. Certification may be renewed two additional times (thirty days each) by a licensed physician or local board of health physician by providing an additional certificate to the Company. The total certification period is not to exceed ninety (90) days in any twelve-month period.
13. If a customer whose service has been discontinued for nonpayment of bills or for violation of, or failure to comply with, the regulations of the Company, desires a reconnection, it may be made under the following circumstances:
- a) The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise by the close of the following regular Company business day after any of the following:
    - (1) The elimination of conditions that warranted disconnection of service; and
    - (2) Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge; or
    - (3) Agreement by the Company and the customer on a deferred payment plan and a payment, if 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 12:30 p.m., and the customer must make payment in the Company 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 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.

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- c) If a guarantor is required in order to re-establish 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) The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service unless that bill is more than fifteen days past due.
14. Complaints with regard to the character of the service furnished or of the bills rendered, shall be made to the Company, and a record of such complaint will be kept by the Company, giving 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 it. 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. 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 current address and the local or toll-free telephone number of the Commission's Call Center.
15. The Company reserves the right at any time to 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 and approved by the Public Utilities Commission of Ohio, as provided by law before going into effect.
16. Any person tampering or interfering with any property of the Company shall be subject to the penalties provided by Ohio Revised Code Section 4933.99.
17. When a check that has been received as payment for services is returned by the bank as dishonored ("NSF"), a charge will be assessed to cover the cost of processing this transaction; provided that the customer's check is properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company returns the dishonored check or may be charged on the customer's next billing (see Section 2, Sheet 1, Rates and Charges). If a check is returned as "dishonored" as stated above for both water and sewage services, only one dishonored check charge will apply.
18. 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 4901:1-15-0 of the Ohio Administrative Code.

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**B. BILLS AND PAYMENTS FOR SERVICE**

1. Each customer is liable for the payment of all water supplied and for water services furnished to his premises. The supply of water and the furnishing of water services to such premises can be terminated at the Customer's request, whereupon the Company shall turn off the water valve at the curb box. The customer, however remains liable for payment of all charges for water supplied and services furnished prior to effectiveness of termination of service.
2. All bills will be rendered monthly, in arrears. All bills are due and payable to the office of the Company within fifteen (15) days as shown on the bill. If payment is not made by the due date, a five percent (5%) late payment charge, based on current charges only, will also be due. Such late payment charge will not be compounded for future delinquencies and will not be imposed in any billing period in which payments exceed the current charges.
3. The monthly bill for water service to customers shall be in the amount of the monthly flat rate charge, at the rates set forth in the Rates and Charges section of this tariff, and shall state the billing date.
4. 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 be sent to some other address specified by him. The failure to receive the bills shall not relieve the customer of the obligation to pay same when due. All bills for water service shall indicate the last day as of which such bill is payable, the name and address of the Company, and the name and telephone number for service calls.
5. The Company reserves the right upon the giving of not less than fourteen (14) days written notice, by certified mail to the customer, to discontinue service for nonpayment when due (or within any additional period for payment permitted by this tariff), for not making a deposit as required, or for non-payment of other charges for service owed by the customer to the Company.
6. The Company may require new customers to establish financial responsibility prior to receiving service. An applicant's financial responsibility will be deemed established if the applicant meets one of the following criteria:
  - a) 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.
  - b) The applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the Company.
  - c) The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four (24) consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve (12) consecutive months of service, or the applicant had received two (2) consecutive bills with past due balances during that

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twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.

- d) The applicant makes a cash deposit to secure payment of bills for the Company's service.
  - e) 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.
- 7. When the customer desires water service to be discontinued either temporarily or permanently, the Customer shall notify the Company. A bill will then be rendered by the Company to date. Such bill, and all other charges against the customer's account, must be paid in full to the Company.
  - 8. No rebates from rates will be allowed because a customer receives any portion of their water by means other than the Company's or when water service is temporarily discontinued, at the customer's request, or by the Company for the purposes of making repairs, replacements, or extensions or for equipment or electrical power supply failures, unless the temporary discontinuance exceeds twenty-four (24) hours.
  - 9. Final bills must be paid within fifteen (15) days as specified on the bill. When not so paid, such bill shall be increased by the cost of collection, including attorney's fees and court costs reasonably incurred to effect collection.

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**C. CONTRACTS FOR WATER SERVICE**

1. No water service, whether regular or special, shall be rendered any customer until an application is made by the customer. All applications for water 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 water service, main extension and tap-in charge and obligating both the customer and the Company 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 water service to be supplied to the premises to be serviced. A separate contract for water service shall be required for each premises serviced. A separate contract for water service may be required for each type of water service supplied to the premises. Each application must be signed by the owner of the premises to be serviced or the owner's duly authorized agent.

All contracts for irregular or special water service must be filed with and approved by the Public Utilities Commission of Ohio before such special contract is lawful and binding upon the Company.

2. The Company will not accept applications for water service without satisfactory evidence that the premises for which service is commenced will be serviced by an approved public or private centralized sewage disposal system. Upon acceptance of application and/or contract, the Company will install water connections as soon as practicable. If mains have not yet been installed, however, water connections will be made at the same time as said mains are installed adjacent to the premises.
3. The Company shall be notified in writing of any change of ownership and of any change of tenancy involving termination of a contract for service, such notice shall contain the date such change is to become effective.
4. At such time as the Company is notified of a change in tenancy or ownership, whether such notice is given by the old customer or otherwise, the Company shall turn off the water valve at the curb box, and shall render a final billing. The customer in whose name the account stands at the time such notice is received by the Company shall be liable for said final bill. Upon payment of the final bill, the service contract shall be terminated.
  - a) Transfer of uninterrupted service to a new tenant or owner will be permitted, upon request of either the former customer or the new occupant, provided that the new occupant has properly applied for service and has satisfactorily met all tariff requirements for an application for service.
  - b) Commencement of service to a new tenant or owner shall not be delayed or denied by Company to such occupant, who has properly applied for service and has satisfied all

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tariff requirements for said service, because of non-payment of final bill by a former customer.

5. In the case of temporary service, when a customer desires water service for special purposes, the Company shall estimate the cost thereof and the customer shall deposit the amount estimated with the Company. After such service is made available, the Company shall compute the actual cost for same. Any excess of the amount deposited over the actual cost shall be returned to the customer within thirty (30) days and any excess of the actual cost over the amount deposited shall be paid by the customer within thirty (30) days from receipt of the bill from the Company.
6. With respect to any customer who shall refuse or fail to sign the Company's application for water service, the furnishing of water by the Company and its acceptance and use by the customer shall be considered as a contract and agreement on the part of the customer to abide by the tariff schedule and rules and regulations of the Company set forth in this tariff.
7. The contract between the customer and the Company covering the supply of water is not transferable to any other person, and no agent of the Company has the authority to consent in writing, or otherwise, to such transfer.

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**D. SERVICE LINES AND MAINS**

1. Ownership of customer service lines shall be and remain in the customer; the customer shall be responsible for all leaks in same; and the customer shall, at his expense, maintain and keep same in good repair. Ownership of Company service lines and mains which are part of the Company's water system shall be and remain in the Company; the Company shall have the exclusive use of same; and the Company shall, at its expense, maintain and keep same in good repair.
2. All tap-ins and connections to the mains of the Company shall be made by, or under the direction or supervision of, an authorized employee or representative of the Company.
3. The Company reserves the right to determine the size of each connection with its mains and the size and type of service pipe to be used for a customer service line.
4. The Company's permission to install a customer service line shall be subject to the condition that there shall exist, within the street or road adjacent to the premises to be served, to the full length of the street frontage of such premises, a lateral or main owned by the Company which is connected or which is ready to be connected to the Company's water system. In the event such ,a lateral or trunk main does not exist, necessary facilities may be extended under provisions of Rule 4901:1-15-30 and 4901:1-15-31 of the Ohio Administrative Code.
5. The customer service line shall be installed in a location, approved by the Company, by an approved plumber at the expense of the customer. The materials and installation shall conform to specifications established by the Company. After the customer service line is installed, it is to remain uncovered until it is inspected by the Company and by any public official authorized to make an inspection.
6. All customer service lines shall have a minimum earth cover of four (4) feet and shall have placed thereon a stop and waste cock at locations to be designated by the Company.
7. The customer, at its expense, shall keep and maintain the customer service line on his property in good working condition.
8. Unless such damage is the result of the Company's negligence, the Company shall not be responsible for damage done by water escaping from a customer service line or fixture on the premises of the owner, lessee or licensee.
9. There shall be no physical connection between pipe lines carrying water from a separate supply, and pipe lines carrying water from the Company.
10. The Company shall have the exclusive right to turn on water after the installation of the customer service line and the plumber installing the customer service line shall leave the water turned off, after the line is tested by him prior to the Company's inspection. Curb



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boxes are to be set up by an approved plumber over curb stops and adjusted to meet the final grade of the premises served. Curb stops shall be constructed to be accessible to the Company at all times. If a curb stop is installed in such a way that it is not accessible to the Company, then the customer shall pay the cost of any necessary change.

11. The customer shall be responsible for all leaks in the customer service line and shall, at its sole expense, maintain and, keep it in good repair. When leaks or other defects in customer service lines are discovered, the Company may turn off the water service. Without limiting the authority of the Company as provided in the preceding sentence, the Company will give fourteen days written notice to the customer before discontinuing such service, in order to afford him a reasonable time within which to make repairs. No notice is required in the event of an emergency.

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**E. MAIN EXTENSIONS**

Except and to the extent otherwise provided in any franchise agreement between the Company and any governmental unit in the Company's service area, the Company shall not extend mains and related facilities and will not serve any new customers.

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F. SUBSEQUENT CONNECTIONS AND TAP-INS

Since there will be no main extensions, there will not be any subsequent connections, service connections and tap-ins.

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**G. WATER CONSERVATION RESTRICTIONS**

1. Conditions beyond the control of the Company may necessitate the Company to impose restrictions on the use of water by customers to ensure that the supply is adequate for public fire service and basic human needs.
2. The Company must notify the Outage coordinator of the commission of any proposed water usage restrictions. Subsequent to this notification, the restrictions may be implemented immediately. Within two (2) business days following the implementation of water restriction, the Company shall file with the Compliance Division 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.
3. When it is determined, in the opinion of the Company, that a threat to the integrity of their water supply exists, the Company may implement such restrictions on the water consumption as necessary to reserve a sufficient water supply for public fire protection and basic human needs as follows:
  - a) Level 1 - Partial ban on all lawn watering;
  - b) Level 2 - Complete ban on all lawn watering, car washing and pool filling; and
  - c) Level 3 - Ban on all non-essential uses of water.

All levels implemented include the restriction in the lower levels of conservation. (Level 3 includes Levels 1 and 2)

4. During times of restricted use, the restriction shall be enforced in a non-discriminatory manner and in accordance with the following standards:
  - a) 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 afford the customer a reasonable opportunity to comply with the policy.
  - b) The Company may discontinue all or any part of its service to any customer who has been given written notice of violation and is found again to be in violation.
  - c) If a customer whose service has been disconnected for violation of curtailment procedures requests a reconnection, such reconnection may only be made after the customer:
    - (1) Has paid a regular business hours reconnection or turn-on fee as set forth in the Company's tariff as approved by the Commission, except that the charge for any service turned on at the request of a customer after regular business hours or on Saturdays, Sundays, or Holidays, will be at actual cost; and

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(2) Has corrected any conditions, circumstances or practices in violation of the curtailment regulations of the Company.

5. 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.
6. The Company shall provide notice to all of its customers prior to implementing the water usage restrictions

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**CUSTOMER APPLICATION FORM**

**COPLEY BUSINESS CENTER LLC**  
**COPLEY TOWNSHIP**  
**SUMMIT COUNTY, OHIO**

**APPLICATION FOR WATER SERVICE**  
**(Use One Form Per Tap)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address  
(If different than above) \_\_\_\_\_

Lot Number Desiring Service \_\_\_\_\_

Type of Service:      Residential \_\_\_\_\_      Commercial \_\_\_\_\_      Type \_\_\_\_\_

Date Service Desired \_\_\_\_\_

Owner of Premises \_\_\_\_\_

Address of Owner \_\_\_\_\_

Will treatment of non-domestic water be required? \_\_\_\_\_

If yes, what type \_\_\_\_\_

Are surface water drains to be connected to water line? \_\_\_\_\_

Has Applicant ever received service from COPLEY BUSINESS CENTER LLC? \_\_\_\_\_

Water connection fee is the sum equal to the out-of-pocket cost and expense to Company and is payable by Customer.

**COPLEY BUSINESS CENTER LLC  
WATER SERVICE  
COPLEY TOWNSHIP — SUMMIT COUNTY, OHIO**

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Credit Information \*

Name and Address of Applicant's Employer \_\_\_\_\_

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Credit References:

Name \_\_\_\_\_

Address \_\_\_\_\_

Bank: Name \_\_\_\_\_ Checking \_\_\_\_\_

Address \_\_\_\_\_ Savings \_\_\_\_\_

By signing this application, Applicant agrees to abide by the effective rates and rules and regulations the Company has had on file at the Public Utilities Commission of Ohio.

I hereby make application to COPLEY BUSINESS CENTER LLC for water service and state that the above information is true and correct to the best of my knowledge.

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.

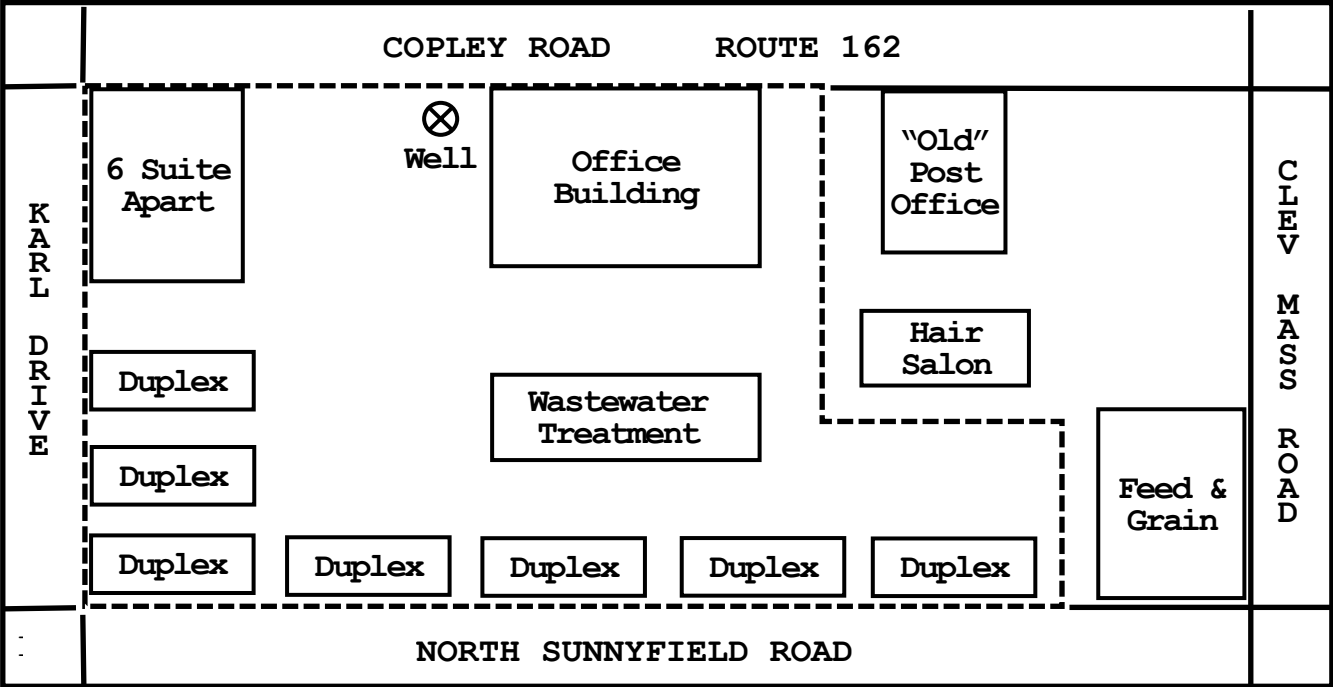
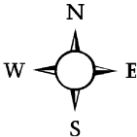
\_\_\_\_\_  
Date Signature

\*NOTE: In the event the Company determines Applicant to be a poor credit risk, a deposit may be required pursuant to Chapter 4901:1-17 of the Ohio Administrative Code.

APPROVED & ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

SERVICE AREA MAP

Copley Road                      Approx. 900'  
Karl Drive                      Approx. 600'  
N. Sunnyfield                  Approx. 900'  
Cleveland Massillon Road      Approx. 600'



----- Service Territory

"Old" Post Office, Hair Salon, and Feed & Grain are not on System.

There are nine (9) Copley Business Center LLC customers.



**COPLEY BUSINESS CENTER LLC  
WATER SERVICE  
COPLEY TOWNSHIP — SUMMIT COUNTY, OHIO**

Copley Business Center LLC  
2800 W. Market Street  
Akron, OH 44333  
330-835-5664

Date: MM/01/YY

Customer:	name
Billing Address:	address Copley, OH 44321
Billing Period:	MM/01 - MM/30/YY
Due Date:	MM/16/YY
Account Number:	number
Service Address:	address

Previous Balance	\$ -
Water Services	\$ -
Sewer Services	\$ -
Current Charges*	\$ -
Amount Due	\$ -

*\*Note: A 5% late charge is applied if not received by the Due Date.*

Please reference your Account Number and remit payment to:

Copley Business Center LLC  
2800 W. Market Street  
Akron, OH 44333

If you have questions regarding your service or bill, please contact Copley Business Center at 330.835.5664.

If the Company is not able to satisfy your inquiry, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.occ.ohio.gov>.

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**Copley Business Center LLC  
2800 West Market Street  
Akron, OH 44333  
330-835-5664**

**COPLEY TOWNSHIP – SUMMIT COUNTY, OHIO**

**Notification of Customer Rights and Responsibilities**

**1. APPLICATION FOR SERVICE AND CONTACT INFORMATION**

All applications for regular or special water service, regular or special gravity sewage service, or pressure sewage service, must be made on forms provided by Copley Business Center LLC (the Company). Upon acceptance by the Company, the customer is obligated to pay for the water service or sewage service applied for and obligates both parties to abide by all the terms and provisions of the Company's tariff on file with the Public Utilities Commission of Ohio (PUCO), as well as all other lawful and applicable tariffs and rules and regulations of the PUCO.

Customer hours are by appointment only, and the Company may be contacted at 330-835-5664 to request an appointment. You may also contact the Company in writing at the following address: **Copley Business Center LLC**, 2800 West Market Street, Akron, OH 44333.

If the Company is not able to satisfy your inquiry, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

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**2. SERVICE CONNECTIONS AND RESPONSIBILITIES**

The Company shall own and maintain, at its expense, all mains, laterals and other facilities used in rendering services. The Customer will install, if not already installed, and maintain, at his/her own expense, all customer service lines on the Customer's premises.

**3. PAYMENT OF BILLS**

All bills for water and/or sewer service are due and payable at the time specified on the bill. If your bill is not paid within fifteen (15) days after the bill was rendered, the Customer will be charged a late payment charge of five (5%) percent of the bill amount. The late payment charge will be based on current charges only. If payment for service is returned by the financial institution or is not recognized due to insufficient funds, a charge of \$35.00 will be assessed to cover the cost of processing. Failure to pay will render the Customer subject to discontinuance of service.

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**4. DISCONNECTION OF SERVICE**

Service may be refused or disconnected to any Customer as stated in the section. In an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, including no notice, will be provided.

- A) The Company may disconnect service without prior notice only for the following reasons:
1. For tampering with the main, or any other appliance under the control of, or belonging to the Company;
  2. For connecting the customer service line, or any pipe directly or indirectly connected to it, to any lines or pipes carrying or which are in a position to carry, clean water, other non-sewage wastes, or unacceptable sewage; or
  3. For any other violation of, or failure to comply with, the Company's tariff provisions, which may, in the opinion of the Company or any public authority, create an emergency situation.
- B) The Company may disconnect service after at least twenty-four (24) hours prior written notice for any of the following reasons:
1. For use of water and/or sewer service not stated in your application for service, or for the use of service upon any premises not stated in such application; or
  2. To prevent waste or reasonably avoidable loss of water.

Personal delivery of the notice to the Customer's premise 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.

- C) The Company may disconnect service upon fifteen (15) days written notice 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 Company's tariff other than for those reasons where no notice is required;
  3. For misrepresentation in the application as to any material fact;
  4. For denying the Company reasonable access to the premises for the purpose of inspection; or
  5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service.

Disconnection of services for nonpayment is prohibited if the disconnection of service would be especially dangerous to health. The customer must submit a completed medical certification form, which can be obtained from 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.

If service has been disconnected prior to the receipt of the medical certification, service shall be restored upon receipt of the medical certification form.

The medical certification shall prohibit the disconnection for thirty (30) day. Certification may be renewed two additional times (thirty days each) by a licensed physician, physician assistant, clinical nurse specialist,

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certified nurse practitioner, certified midwife, or local board of health physician. The total certification period is not to exceed ninety (90) days in any 12 month period.

#### **5. RECONNECTION OF SERVICE**

The Company may require a Customer to make a deposit or an additional deposit on an account, as set forth in Chapter 4901:1-17 of the Ohio Administrative Code to reestablish creditworthiness. The Customer may also reestablish creditworthiness by providing a guarantor, as set forth in Rule 4901:1-15-28 and Chapter 4901:1-17 of the Ohio Administrative Code. If service has been discontinued, there will be a service reconnection charge of \$100.00.

When water and/or sewer service to a premises has been terminated for any reason, other than for temporary vacancy, it will be renewed only upon the acceptance of a new application and after the conditions, circumstances, or practices which caused the water and/or sewer service to be discontinued are corrected to the satisfaction of the Company, and upon payment, or provision for payment under a deferred payment plan agreement, of all charges due and payable by the Customer.

In order to guarantee the reinstatement of service the same day on which payment is made, both of the following conditions must apply:

1. You must notify the Company no later than 12:30 p.m., and you must make payment or provide proof of payment; and
2. If reconnection occurs after normal Company business hours, you will be responsible for the reconnection charge that is based upon the out-of-pocket expense of the Company.

#### **6. ESTABLISHING CREDIT**

The Company will establish a residential Customer's credit worthiness as set forth in chapter 4901:1-17 of the Ohio Administrative Code. Copley Business Center LLC will require, in accordance with PUCO rules, new Customers to establish financial responsibility prior to receiving service. The following may be required of the Customer in order to establish financial responsibility:

1. Ownership of the real property being served or other real estate in the service territory;
2. Demonstrated that he/she is a satisfactory credit risk;
3. Has an established history of timely bill payment of a similar utility;
4. Provides a security deposit; and/or
5. Provides a guarantor.

Deposits may be required from any Customer in an amount not to exceed one twelfth (1/12) of the estimated charge for all service for the ensuing twelve (12) months, plus 30 percent of the monthly estimated charge.

After discontinuing service, the Company will promptly apply the Customer's deposit including accrued interest to the final bill, if a deposit was paid. A transfer of service from one location to another within the service area does not prompt a refund of the deposit. The deposit will be refunded if the Customer has:

1. Paid his/her bills for service for twelve (12) consecutive months without having had a service disconnection for nonpayment;
2. Not had more than two occasions on which his/her bill was not paid by the due date; and
3. Not been delinquent in the payment of his/her bills.

The Company will promptly return a Customer's deposit, plus any accrued interest, upon the Customer's request at any time the Customer's credit has been otherwise established or reestablished.

**7. ACCESS TO PREMISES**

The Customer has a right to see a proper Company photo identification and to know the reason(s) for the visit whenever a Company employee(s) or agent(s) seeks access to the Customer's premises.

**8. COMPANY'S TARIFF**

A copy of the Company's rates and tariff provisions are available for review upon request from the Company or from the PUCO.

**9. MINIMUM STANDARDS**

The PUCO has adopted a comprehensive set of standards for water and sewer disposal system companies. A copy of these standards is available by contacting the PUCO.

CBC NCR.rev3\_031623

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**3/27/2023 10:39:02 AM**

**in**

**Case No(s). 89-7047-ST-TRF**

Summary: Tariff Revised Tariff Pages, Updated Water Service Tariff electronically  
filed by Mrs. Lauren M. Zidones on behalf of Copley Business Center.