COLUMBIA BROOK PARK MANAGEMENT, LLC 2004 OCT 21 AM 10: 19

642 Kreag Road, Suite 302 Pittsford, New York 14534

585-381-0570 585-381-0313 fax

PUCO

October 15, 2005

01-2569- WS-NCE

Ms. Sue Daly Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215

Re:

Tariff Application

Dear Ms. Daly:

Enclosed please find a proposed tariff for Columbia Park Water and Sewer System, as well as a proposed covering and explanatory letter to our residents, which we respectfully submit for PUCO approval.

Very truly yours,

James A. Martin

JAM/s

**Enclosures** 

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business Technician CH Date Processed 10/21/04

# COLUMBIA BROOK PARK MANAGEMENT, LLC 7100 Columbia Road

# Olmsted Township, Ohio 44138

440-235-5300 440-235-6556 fax

October, 2004
Inside Address
Dear Customer:
This letter is to inform you of the changes being made in our water and sewer policies, procedures and billing. These changes will become effective on
On October 3, 2001, Columbia Park Water and Sewer System (Company) applied (Case

On October 3, 2001, Columbia Park Water and Sewer System (Company) applied (Case No. 01-2567-WS-ACE) to become regulated by the Public Utilities Commission of Ohio (PUCO). On February 4, 2004, the Company was granted jurisdiction. This means change in the Company's rates and some policies. These rates are based on the costs in running the water and sewer system. The PUCO granted \$293,696 in total revenue. This resulted in no increase in the water rate and an 8% increase in sewer rates. The resulting rates are shown below.

A flat rate customer charge in the amount of \$1.57 per quarter has been approved by the PUCO to be billed each quarter, regardless of the amount of consumption, to cover the cost of billing. To give you an example of how this will impact your individual billing, the average billing at Columbia Park is based upon usage of twelve hundred cubic feet. At the current rates, the billing would be:

Water - \$29.88/mcf x 1200/1000 = \$35.86 Sewer - \$18.57/mcf x 1200/1000 = \$22.28

Total billing \$58.14

Based upon the new rates, the same billing would increase by \$2.15 as follows:

Customer Charge \$1.57

Purchase Water - \$17.45/mcf x 1200/1000 = \$20.94

Base Rate, Water \$12.43/mcf x 1200/1000 = \$14.92

Sewer \$19.05/mcf x 1200/1000 = \$22.86

Total billing \$60.29

When you receive your billing invoice, the rates for purchase water and base rate for water will be combined in one number for a total of \$29.88/mcf.

Along with the new rates come new policies as well. The important changes to note include:

 Payments for water and sewer shall now be made with separate checks made payable to Columbia Park Water and Sewer System, and must be dropped off at the park office, or mailed to 7100 Columbia Road, Olmsted Township, Ohio 44138.

- A late charge of 5% will be imposed for payments received 20 days after the due date.
- A dishonored payment charge of \$25.00 will be assessed per returned payment.
- A reconnect charge of \$20.00 will be made on the customer's first billing cycle following the reconnection date.
- A charge of \$13.00 will be charged should it necessary to replace freeze plates caused by customer negligence.
- In the event of frozen water lines, customers will be required to provide the company with written notification within seventy-two hours for the Company to complete an inspection of the water meter.
- Meter testing will be provided to ensure the accuracy of the water and sewer readings.

We encourage you to read the enclosed Notification of Customer Rights, which further explains these changes.

A copy of the Company Tariff is available at the park office for your review. If you have any questions regarding this information, please contact your property manager, Brenda Parker, at 440-235-5300, extension 127.

Very truly yours,

James A. Martin

Member

JAM/s Enclosure

# **COLUMBIA PARK WATER AND SEWER SYSTEM**

Schedule of Rates and Regulations Governing Water and Sewer Service In portions of Olmsted Township, Cuyahoga County, Ohio

89-7049-WS-TRF

P.U.C.O. No. 1

# TABLE OF CONTENTS

	Subj	ect Index	ii
I.	Gen	eral Statement of Purpose	1
II.	Defi	2	
III.	Rate	Schedule	3
IV.	Gen	eral Rules and Regulations	4
	A.	Contracts for Service	4
	B.	Bills and Payment for Services	4
	C.	Miscellaneous Provisions	4
	D.	Customer Responsibility	9
V.	Мар	of Service Territory	10
	Сор	y of Customer Bill Format	Exhibit A
	Noti	Exhibit B	
	Med	Exhibit C	

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

P.U.C.O. No. 1

# **SUBJECT INDEX**

	<u>Section</u>	Sheet	Effective <u>Date</u>
Access to Customer Premises	IV	8	
Bills and Payments for Services	IV	4	
Complaints	IV	8	
Contracts for Service	IV	4	
Copy of Customer Bill Format	Exhibit A		
Curb Stops	IV	8	
Customer Application	IV	5	
Definitions	. 11	2	
Discontinuance of Service	IV	6	
Dishonored Payment Charge	Ш	3	
Freeze Plate Replacement Charge	III	3	
General Statement of Purpose	I	1	
Late Payment Charge	m	3	
Main Extensions	IV	8	
Map of Service Territory	V	10	
Medical Certification	Exhibit C		
Meter Installation	IV	8	
Meter Replacement	IV	9	
Meter Testing	IV	9	
Miscellaneous Provisions Governing Service	IV	5	
Notification of Customer Rights	Exhibit B		
Rate Schedule	Ш	3	
Reconnection Charge	Ш	3	
Reconnection of Service	IV	7	
Service Lines	IV	8	
Temporary Discontinuance of Service	IV	5	

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

Columbia Water and Sewer System 7100 Columbia Road Olmsted Township, Ohio 44138 Water & Sewer Service Section I Original Page 1

P.U.C.Q. No. 1

# I. GENERAL STATEMENT OF PURPOSE

Columbia Park Water and Sewer System was established to provide adequate, healthy and efficient water and wastewater service to a mobile home park including 1039 units, a farm house, shopping center, medical building, trolley museum and gas station in Olmsted Township, Cuyahoga County, Ohio.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

Columbia Park Water and Sewer System 7100 Columbia Road Olmsted Township, Ohio 44138 Water & Sewer Service Section II Original Page 2

P.U.C.O. No. 1

# **II. DEFINITIONS**

COMPANY - Columbia Park Water and Sewer System, an Ohio Limited Liability Company

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 person 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.

**DISTRIBUTION MAIN** means a pipe that transports or distributes water from the supply system to the service lines of a water customer.

**OUTAGE** means any interruption of a company system, other than a customer service line, which causes the cessation of water service.

SERVICE CONNECTION means the connection of the Company's service line with the customer's service line at or near the property line, which connection enables the customer to receive service.

**TAP-IN** means the connecting of a Company service line to the distribution or collection main.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

Columbia Park Water and Sewer System 7100 Columbia Road Olmsted Township, Ohio 44138 Water & Sewer Service Section III Original Page 3

P.U.C.O. No. 1

#### III. RATE SCHEDULE

The quantity of water passing through and recorded by the customer's water meter shall be the basis for computing the quarterly charges for the sewer service.

# A. QUARTERLY RATES

**Customer Charge** 

\$1.57

Water

\$17.45 purchase water

Sewer

\$19.05/mcf\* (based on water consumption)

\$12.43 base rate

\$29.88/mcf\*

## B. RECONNECTION CHARGE

A reconnection charge of \$20.00 will be made on the customer's first billing cycle following the reconnection date.

# C. LATE PAYMENT CHARGE

Each bill which is not paid within twenty days of the date shown on the bill will be assessed a late payment service charge of 5% on the unpaid balance. Such late payment charge will not be compounded for future delinquencies and will be assessed to current charges only.

# D. DISHONORED PAYMENT CHARGE

When payment is received as payment for water and/or sewer services and is returned by a financial institution as unpaid, the customer will be assessed a \$25.00 charge (per returned payment).

# E. FREEZE PLATES

Should it be necessary to replace the freeze plate on any meter due to freezing caused by customer negligence, a charge of \$13.00 will be made on the customer's first billing cycle following replacement date.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

<sup>\*</sup>Thousand Cubic Feet

P.U.C.O. No. 1

## IV. GENERAL RULES AND REGULATIONS

## A. CONTRACTS FOR SERVICE

All special arrangements and contracts entered into by the Company will not be valid unless approved by the Public Utilities Commission of Ohio.

## B. BILLS AND PAYMENT FOR SERVICES

- 1. Each customer is liable for the payment of all water and sewer services provided to his/her premises and all charges of any kind due under this tariff.
- 2. All water and sewer bills shall be sent out on a quarterly basis and shall be for services in arrears. Both water and sewer charges will be charged on one bill. All bills shall be mailed no later than the billing date.
- 3. Each bill is payable within twenty days from the date as shown on the bill. If not paid within that time, a late payment service charge of five percent (5%) will also be due, based on current charges only and not compounded for future delinquencies. All bills and charges due to the Company shall be paid to the Company's office. Checks shall be made payable to Columbia Park Water and Sewer System.
- 4. Bills will be mailed or delivered to the customer at the address of the premises serviced unless the customer shall request in writing that they are sent to some other specified address.
- 5. The quantity of water passing through and recorded by the customer's water meter shall be the basis for computing quarterly water and sewer bills. However, in cases where the meter is found to be registering inaccurately or has ceased to register, the basis for such computation may be determined by the average representative registration of the meter in a corresponding past period when the meter was in order or by the average registration of a new or repaired meter, whichever method is representative of the conditions existing during the period in question.
- 6. In cases where the meter is found to be inaccurate or an estimated bill is issued, the bill shall be based on average historical consumption during corresponding periods for that specific customer. If consumption history for the customer does not exist, the same system class average consumption shall be used. The amount will be billed on the next billing quarter.

issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

#### P.U.C.O. No. 1

- 7. The Company shall allow a customer up to the same period of time for which the customer was previously undercharged to pay any additional charges found proper due to inaccurate meters or incorrect bill calculation, unless the inaccuracy is caused by the customer.
- 8. When the customer desires water service to be disconnected temporarily, he shall so notify the Company. The meter shall then be read and the bill computed to that date. Such bill and all other charges against the customer's account must be paid in full to the office of the Company before service shall be reconnected in accordance with such request.
- 9. Bills rendered upon termination of tenancy must be paid within twenty days from the date rendered. When not so paid, all bills shall be increased by the five percent (5%) late charge, the cost of collection, including attorney fees and court costs reasonably incurred to effect the collection.
- 10. When a payment has been received as payment for water and service services and is returned by the financial institution unpaid, a charge pursuant to Section III of this tariff will be assessed to cover the cost of processing this transaction, providing a customer's payment is properly processed by the Company. The customer will be assessed one dishonored payment charge for each returned payment.

# C. MISCELLANEOUS PROVISIONS GOVERNING SERVICE

- 1. Customer Application. The Company takes oral applications. A person desiring service would call the Ohio office and verbally request service and give information as to when they were approved for residency in the service area, and when they want service initiated. Similarly, a request can be made in writing with the required information as stated above. The Company does not require deposits.
- 2. Temporary Interruption of Service. The Company will make every effort to avoid interruptions of service. The Company will give at least three days' notice to all affected customers in advance of service interruptions of over one hour duration which may occur as a result of planned outages or planned main flushings. The notice shall state the date and estimated duration of the outage or flushing for affected area, and have a local or toll-free number that customers may call with questions.

The Company undertakes to use reasonable care and diligence to provide constant service but reserves the right after due notice, to shut the mains or service lines for the purpose of making repairs or extensions, or for any other purpose. However, in an emergency situation where notice is impracticable, the Company may proceed without notice.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

#### P.U.C.O. No. 1

The Company shall not be liable for a deficiency or failure regardless of cause in the service or for any damage caused thereby or by the bursting or breaking of any main lines, or other facilities used by the Company, unless caused by willful misconduct on the part of the Company.

In the event of frozen water lines, the customer is required to provide the Company with written notification within seventy-two (72) hours for the Company to complete an inspection of the water meter.

3. Discontinuance of Service. Water and sewer service shall generally not be disconnected unless on customer request, in the case of emergency, or for non-payment. Upon customer request, the disconnection shall be made within five business days of the date of receipt of such request. In the case of non-payment, the customer shall be notified at least fourteen days in advance in writing of disconnection for non-payment. Payment in full of the past due amount shall be deemed cancellation of such notice.

The Company may discontinue all or any part of its service to any customer as stated below. In the instance where a customer's service could be disconnected under more than one of the following conditions, the minimum notice provision, which may include 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;
- (2) For connecting the service line, or any other pipe directly or indirectly connected to it with any other source of supply, clean water connection, non-sewage or unacceptable sewage sources, 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 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 (24) 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 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.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

#### P.U.C.O. No. 1

The notice shall be personally delivered to the customer's premises or if personal notice cannot be made, then the notice shall be securely attached to the premises in a conspicuous location.

- c. The customer must be given not less than fifteen days' written notice before service is disconnected when any of the following conditions exist:
- (1) For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company. 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 stated in paragraph (a) of this provision;
  - (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. 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:
- (1) The customer must have a form provided by the Company signed by a licensed physician or a 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 days prior to certification of special danger to health, service shall be restored to that resident if proper certification is made, in accordance with the foregoing provisions.
- (3) Certification shall prohibit disconnection for thirty 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 days in any twelve-month period.
- 4. Reconnection of Service. 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:
- Receipt by the Company of the full amount of arrears for which service was disconnected.
  - b. The elimination of conditions that warranted disconnection of service or;
- c. Agreement by the Company and the customer on a deferred payment plan and a payment, if required under the plan.

Issued on:

Effective on:

Issued by
Columbia Park Water & Sewer System

#### P.U.C.O. No. 1

- 5. Complaints. Complaints may be made to the Company through contacting the on-site administrative office. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer within ten business days after the receipt of the complaint. If the complainant is not satisfied with the Company's report, the customer may contact the Public Utilities Commission of Ohio. The Company shall at all times have available to the customer the current address and local or toll-free number of the Commission's Public Interest Center.
- 6. Company Service Lines and Customer Service Lines. Company shall keep in good repair and condition all Company service lines within its service area. Maintenance shall be performed in a workmanlike manner immediately if it involves a possible service interruption and within 48 hours if the maintenance problem will not involve a service disruption. Preventive maintenance shall be performed in a workmanlike manner on a regular schedule as determined by the maintenance supervisor.

Company ownership and maintenance responsibility end at the meter outlet and/or sewer riser. The customer is responsible for the service lines leading into their home from these locations. The customer is also responsible for freeze protection of those lines and the water meter from the point they exit the ground underneath their home.

The maintenance department will notify any customer if they note any problem associated with those lines which are the customer's responsibility.

7. Access to Customer's Premises. Generally, the Company will not need access to customers' premises to maintain or inspect its plant in service in the service area. This is due to the fact that the customer service lines terminate in risers underneath the customers' homes. These areas are accessible through the skirting under the mobile home, and within the control of the Company or its parent company. However, if an employee of the Company seeks access to a customer's premises, the employee must immediately identify himself/herself as an employee of the Company and produce proper Company photo identification.

# 8. Curb Stops, Main Extensions and Meter Installation and Testing.

- a. Curb Stops. Curb stops shall be maintained by the Company at each service location in the service area.
- b. Main Extensions. The Company shall follow 4901:1-15-30 & 31, Ohio Administrative Code, in the extension of mains.
- c. Meter Installation. Company will provide for the installation and routine maintenance of the meters for no fee. Freeze protection will be the responsibility of the customer.

Issued on:

Effective on:

Issued by Columbia Park Water & Sewer System

# Columbia Park Water and Sewer System 7100 Columbia Road Olmsted Township, Ohio 44138

Water & Sewer Service Section IV Original Page 9

#### P.U.C.O. No. 1

- d. Meter Test. Company shall perform a meter test once every three years, without charge, if requested by the customer. The meter test shall be performed within thirty days from the request. The Company may request a reasonable justification for a meter test. Results of an on-site meter test shall be provided to the customer at the time of the test. The on-site meter testing will be done in accordance with the accuracy standards of the Ohio Administrative Code. If the meter fails to meet the accuracy standards, the Company shall, within thirty days, perform any necessary billing adjustments. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate.
- e. Meter Replacement. Should it be necessary to replace a meter due to customer negligence, the Company has the authority to bill the customer for the cost of the replacement meter.

Issued on:

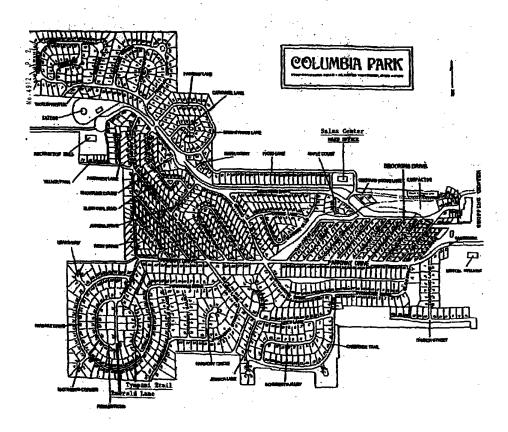
Effective on:

Issued by
Columbia Park Water & Sewer System

Water & Sewer Service Exhibit V Original Page 10

P.U.C.O. No. 1

# V. MAP OF SERVICE TERRITORY



Issued on:

Effective on:

Issued by
Columbia Park Water & Sewer System

# **EXHIBIT A**

# COPY OF CUSTOMER BILL FORMAT

COLUMBIA PARK V		ER SYSTEM TWP., OH 44138	; ; ;		
		ST DUE AMOUNT			
08/18/2004	29000	.00	:		
2475	286051	395Auto		-	
17 ASH DR			ASH17 DO N	OT MARK ON THIS	STUB
EXPLANATION	V	AMOUNT	Bill Date	08/31/2004	
T	WATER	12,63	Pay By	09/20/2004	21.54
	SEWER	7,34	Pay After	09/20/2004	22.61
CUSTOMER Misc. Charges:	CHARGE	1.57	•		
Pay By: 09/20/20(	04	21,54			
Pay After Due Date:		22,61	MR. FRED L	_IMPERT	
			17 ASH DR	(VE	
			OLMSTED TI	NP. OH 44138	

#### KEEP THIS PORTION FOR YOUR RECORD

# RETURN THIS STUB WITH YOUR PAYMENT

## BILL INQUIRY PROCEDURE

YOU MAY INQUIRE ABOUT THIS BILL ON OTHER JUSTOMER SERVICES BY COMMODING OUR OFFICE.

Country Park Water & Sewer System From Colonia a Road Organism Only 44138 440 (0.5500)

Nonth. All ness Hours are 8:00 A.M. to  $6.00\,\mathrm{MeV}$  Weckbays.

for pilet fourt, emergencies call 440-235-5000,  $\lambda^{\star}$  (46.

That it is exacted on the PUCO approved rates out to a section III, original sheet 3, as the lamping's tanff. A copy of the rate structure of the lumished upon request.

## MAKE CHECKS PAYABLE TO:

Columbia Park Water & Sewer System

Mail or drop off payment at: 7100 Columbia Road Olmsted Twp., Ohio 44138

AMOUNT DUE AFTER DUE DATE INCLUDES 5% LATE CHARGE.

For unresolved inquiries, you may call the PUCO public interest center's toll free number at 1-800-686-7826, or hearing impaired TDD only 1-800-686-1570. or visit the PUCO website at <a href="https://www.PUCO.ohio.gov">www.PUCO.ohio.gov</a>

#### **EXHIBIT B**

## NOTIFICATION OF CUSTOMER RIGHTS

The following notice is a summary of the customers' rights and obligations under the rules of the Public Utilities Commission of Ohio.

- A. Complaint Procedures. Complaints may be made to the Company through contacting the on-site administrative office at 7100 Columbia Road, Olmsted Township, Ohio 44138, telephone number 440-235-5300. Normal business hours are 8:00 am to 4:00 pm weekdays. In case of emergency, dial 440-235-5300, extension 140. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer within ten business days after the receipt of the complaint. If the complaint is not satisfied, the customer may contact Public Utilities Commission of Ohio at 1-800-686-7826. The TDD/TTY telephone number is 1-800-686-1570. The Commission has staff available to render assistance in these matters. The mailing address of the Commission is Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, OH 43215. The website for PUCO is <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>.
- B. Company Service Lines and Customer Service Lines. Company shall keep in good repair and condition all company service lines within its service area. Maintenance shall be performed in a workmanlike manner immediately if it involves a possible service interruption and within forty-eight hours if the maintenance problem will not involve a service disruption. Preventive maintenance shall be performed in a workmanlike manner on a regular schedule as determined by the maintenance supervisor.

Company ownership and maintenance responsibility end at the meter outlet and/or sewer riser. The customer is responsible for the service lines leading into their home from these locations. The customer is also responsible for freeze protection of those lines and the water meter from the point they exit the ground underneath their home.

The Company maintenance department will notify any customer if they note any problem associated with those lines which are the customer's responsibility.

In the event of frozen water lines, the customer is required to provide Company written notification within 72 hours for the Company to complete an inspection of the water meter.

- C. Installation of Service. The Company shall provide water and sewer service to those customers within its service area upon verbal or written request of customer. Within customer's written request for service, the name, address and phone number of the party responsible for payment and an emergency contact person should be provided. No charge shall be made for a first time connection.
- D. Payment of Bills. Bills should be paid on or before the due date noticed on such bill, which date shall be at least twenty days after the issuance of the bill. Water and sewer service will be billed on one bill. The charge for sewer service will be based on the meter reading for

water consumption. Bills should be paid by dropping off or sending payment, made payable to Columbia Park Water and Sewer System, to the on-site management office located at 7100 Columbia Road, Olmsted Township, Ohio 44138.

- E. Late Fees. Pursuant to the terms and conditions contained in the Company's tariff, each bill which is not paid within twenty days of the date shown on the bill will be assessed a late payment service charge of 5% on the unpaid balance. Such late payment charge will not be compounded for future delinquencies and will be assessed to current charges only.
- F. Miscellaneous Fees. The following charges will be assessed to a Customer's account, as applicable, for reconnection charge (\$20.00), dishonored payment charge (\$25.00) and freeze plate replacement (\$13.00).
- G. Disconnection of Service. Water and sewer service shall generally not be disconnected unless on customer request, in the case of emergency, or for non-payment. Upon customer request, the disconnection shall be made within five business days of the date of receipt of such request. In the case of nonpayment, the customer shall be notified at least facet days in advance in writing of disconnection for non-payment. Payment in full of the past due amount shall be deemed cancellation of such notice. No notice of disconnection for non-payment 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;
- 2. For connecting the service line, or any other pipe directly or indirectly connected to it with any other source of supply, clean water connection, non-sewage or unacceptable sewage sources, 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
- 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.
- H. Medical Certificate. Ohio Administrative Code prohibits the disconnection of services for nonpayment if the disconnection of service would be especially dangerous to health as certified by a required medical certificate form. This form is available from the Company.
- I. Reconnection of Service. Upon request, 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. Receipt by the Company of the full amount of arrears for which service was disconnected;
  - 2. The elimination of conditions that warranted disconnection of service; or
- 3. Agreement by the Company and the customer on a deferred payment plan and a payment, if required under the plan.

A reconnection charge of \$20.00 will be made on the customer's first billing cycle following the reconnection date.

J. Meter Freezing. The customer shall be responsible for freeze protection for the water meter servicing their home or place of business. Should it be necessary to replace the freeze plate

on any meter due to freezing caused by customer negligence, a charge of \$13.00 will be made on the customer's first billing cycle following the reconnection date.

- **K.** Meter Installation. Company will provide for the installation and routine maintenance of the meters for no fee. Freeze protection will be the responsibility of the customer.
- L. Meter Test. Company shall perform a meter test once every three years, without charge, if requested by the customer. The meter test shall be performed within thirty days from the request. The Company may request a reasonable justification for a meter test. Results of an onsite meter test shall be provided to the customer at the time of the test. The on-site meter testing will be done in accordance with the accuracy standards of the Ohio Administrative Code. If the meter fails to meet the accuracy standards, the Company shall, within thirty days, perform any necessary billing adjustments. Additional customer requested meter tests within a three-year period shall be at the expense of the customer if the meter is found to be accurate.
- M. Meter Replacement. Should it be necessary to replace a meter due to customer negligence, the Company has the authority to bill the customer for the cost of the replacement meter.
- N. Application for Service/Security Deposits. There is no application for water and sewer service. A person desiring service would call the on-site administrative office and verbally request service. Similarly, a request can be made in writing as well. There are no customer deposits required.
- O. Company Photo Identification. The customer has the right to see proper company photo identification. Should a Company employee seek access to the customer's premises, he/she must identify himself/herself as a Company employee by immediately producing a Company photo identification.
- P Standards for Water and Sewer Companies. Public Utilities Commission of Ohio (PUCO) has a comprehensive set of minimum standards for water and sewer companies as set forth in 4901:1-15, Ohio Administrative Code. These standards are available at the office of the Company or from the PUCO for review upon request.
- Q. Company Tariff. A copy of the Company's rates, rules and regulations are available for review upon request at the on-site administrative office at 7100 Columbia Road, Olmsted Township, OH 44138.

# **EXHIBIT C**

# MEDICAL CERTIFICATION

## TO BE COMPLETED BY LICENSED PHYSICIAN OR BOARD OF HEALTH PHYSICIAN ONLY

TO CERTIFYING PHYSICIAN: Thank you for taking the time to complete this application. It is vital that you, as the certifying physician, understand the significance of this document before you complete the certification. The complete text of Section 4901: 1-15-27 (I) of the Ohio Administrative Code is on the reverse side of this document. In order to qualify for the Medical Certificative customers are required to be certified by their physician within the last thirty days. The certifying physician will then need to release that medical information to Columbin Park. If you have any questions concerning your certification of this document, please call Columbia Park at (440) 235-5360.

When you have completed this form, return it to Columbia Park, 7100 Columbia Road, Obsisted Township, Ohio 44138.

As part of the Medical Certification process, I release my medical information obtained within the lost 30 days to Columbia Park and I certify that the information below is true to the best of my knowledge (all fields must be completed):

knowledge (all fields must be completed):					
PLEASE PRINT:					
The patient in my care is:(Name - First, Middle, Lent)	who is a permanent resident at				
(**************************************					
(No. and Street)	(City, State and Zip Code)				
L					
(Physician - PLEASE PRENT - Name, Title) personally certify that the patient named above:	(Current State License or Certificate Number				
THIS SECTION APPLIES TO ALL MEDICAL CONDITIONS	(Certification period not to exceed 30 days)				
(Refer to information on reverse side.)					
← does ← does not have a medical condition					
that disconnection of the	water/sewer utility service for non-payment				
would be especially dangerous to his/her health betw	eenand				
• • •	(Month, Day, Year) (Month, Day, Year)				
	* Certification not to exceed 38 days*				
Physician's Signature:	Date:				
(This form is only valid by a licensed physician or be stamp is used)					
Business Address of Certifying Physician:					
(Street, C	ity, Zip) (Phone Number				

# EXHIBIT C

# OHIO ADMINISTRATIVE CODE SECTION 4901: 1-15-27 (I)

- (I) 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 Columbia Park 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 days prior to certification of special danger to health, service shall be restored to that resident if proper certification is made, in accordance with the foregoing provisions.
  - (3) Certification shall prohibit disconnection for thirty 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 Columbia Park. The total certification period is not to exceed ninety days in any twelvemonth period.