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February 11, 2011

Renee J. Jenkins
Director of Administration
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

PUCO

2011 FEB 11 PM 4:00

RECEIVED-DOCKETING DIV

Re: Woodbran Realty Corporation
Case No. 89-7041-ST-TRF
Village of Woodmere Rate Ordinance
Woodmere Ordinance No. 2010-17

Dear Ms. Jenkins:

Submitted herewith are ten copies of the Ordinance No. 2010-17 of the Village of Woodmere, Ohio establishing the rates, charges, and terms and conditions of service for the sewage disposal service provided within Woodmere Village limits by Woodbran Realty Corporation ("Woodbran"). The executed ordinance contract and the agreed rates, rules, and regulations are appended to the ordinance.

Although the ordinance is not subject to Commission jurisdiction, the Commission requires a copy of municipal rate ordinances to be maintained in the public utility's TRF docket for informational purposes. Accordingly, one copy of the ordinance should be filed in Woodbran's TRF docket, Case No. 89-7041-ST-TRF, and the remaining copies should be distributed internally to Commission staff as appropriate.

Thank you for your attention to this matter.

Sincerely,



Barth E. Royer
Attorney for
Woodbran Realty Corporation

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 MC Date Processed FEB 11 2011

VILLAGE OF WOODMERE

OHIO

ORDINANCE NO. 2010-71

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT WITH
WOODBTRAN REALTY CORPORATION FOR A NEW
RATE AGREEMENT EFFECTIVE JANUARY 1, 2011 FOR
THE PROVISION OF SANITARY SEWER SERVICES
PURSUANT TO ORDINANCE NO. 2010-11 AND
DECLARING AN EMERGENCY**

WHEREAS, pursuant to Ordinance No. 2010-11, the Village's sanitary sewer services provider Woodbran Realty Corporation has submitted a Request for a Rate increase to the Village and the Village's expert Jim Stauek for review; and

WHEREAS, the proposed rate increase has been reviewed by the Villages's Expert, the Village Engineer, the Village Treasurer, and the Law Director. In addition said proposal was the subject of a Public Hearing where Woodbran Realty Corporation made its presentation to the residents as well as to Council; and

WHEREAS, the rate increase proposal was reviewed by the Utilities Committee of Village Council with input from the Village's Expert, City Engineer, Treasurer and Law Director as well as the public and is supportive of the proposal.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Woodmere, County of Cuyahoga, and State of Ohio that:

SECTION 1. Council hereby approves the amended rates for sanitary sewer service as outlined in Exhibit "A" attached hereto and incorporated herein as if fully rewritten and further authorizes the Mayor to execute a new rate agreement with Woodbran Realty Corp. for the provision of said sanitary sewer services within the Village (said amended rate is \$117.50 per quarter for residential customers prior to credits to be applied by the Village of Woodmere which will result in residential users paying the sum of \$95 per quarter for said service in 2011 and \$98.50 per quarter for said service in 2012).

SECTION 2. Said rates as approved herein and as outlined in Exhibit "A" are subject to an agreement between Woodbran Realty Corp. and the Village of Woodmere that Woodbran will, for future purposes, review the possibility of metering usage of customers, recognize the Village's authority, at its discretion, to use sums from the franchise fees and the sewer fund to provide credits to residents to help defray the costs of the rate increases, and finally, that Woodbran will pay one-half the sums collected regarding the Belmont line surcharge directly to the Village to be used, if necessary to further defray the costs of the rate increase.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and is necessary to terminate the above-captioned litigation immediately upon the execution of the settlement agreement; therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: Dec. 15, 2010

Herald J. Curran
Herald Curran, Acting President
Charles E. Smith, Jr.
Charles E. Smith, Jr., Mayor

Approved as to Legal Form

Ross S. Cirincione
Ross S. Cirincione, Esq. Director of Law

ATTEST:

Sheryl C. Blakemore
Sheryl C. Blakemore, Clerk of Council

I, Sheryl C. Blakemore, Clerk of Council of the Village of Woodmere, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2010 - 70 adopted by the Council of said municipality on the 15th day of December, 2010.

Sheryl C. Blakemore
Sheryl C. Blakemore, Clerk of Council

RATE AGREEMENT

This Rate Agreement (the "Agreement") is entered into effective the 1st day of January, 2011, by and between and the Village of Woodmere, (the "Village") and Woodbran Realty Corporation, an Ohio corporation ("Woodbran") (the Village and Woodbran, each individually a "Party" and collectively the "Parties").

WHEREAS, the Village Council (the "Council") of Woodmere, Ohio (the "Village"), enacted Ordinance No. 1992-10 (the "Franchise Ordinance"), pursuant to which Woodbran Realty Corporation ("Woodbran" or the "Company"), its successors and assigns, were granted a franchise to provide the Village's residents with sanitary sewer services on the terms set forth therein; and

WHEREAS, in furtherance of the Franchise Ordinance, the Council enacted Ordinance No. 1995-41 (the "Authorization Ordinance"), which, among other things, authorized the Village to enter into a contract for the provision of sanitary sewer services to the Village's residents on the terms set forth in the Franchise Ordinance, adopted certain Rules and Regulations governing the operation of Woodbran, its plant and facilities, and established rates for the provision of sanitary sewer services to the Village's residents on the terms set forth therein; and

WHEREAS, the Council enacted Ordinance No. 2010-11 which, among other things, amended the Rules and Regulations governing the operation of Woodbran, its plant and facilities, established rates for the provision of sanitary sewer services to the Village's residents on the terms set forth therein, established a mechanism for the establishment of rates for the provision of sanitary sewer services to the Village's residents on the terms set forth therein, and set forth terms which any new rate agreement between the Village and Woodbran must include; and

WHEREAS, the Council enacted Ordinance No. 2010-71 which, among other things, authorized the Mayor to execute an agreement with Woodbran to establish new rates for the for the provision of sanitary sewer services to the Village's residents on the terms set forth therein; and

WHEREAS, Woodbran and the Village desire to enter into the agreement authorized by Ordinance No. 2010-71 on the terms set forth herein;

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Paragraph I of the Rates and Charges section of the Rules and Regulations is deleted in its entirety and in its place and stead is inserted the following:

I. RATES FOR SEWAGE TREATMENT SERVICE

A. Sewage Rates by Customer Class and Billing Period.

<u>Customer Class</u>	<u>Billing Period</u>	<u>Rate</u>
Residential	Quarterly (in advance)	\$117.50/qtr.

Apartment	Monthly (in arrears)	\$57.08/Mcf*
Commercial	Monthly (in arrears)	\$66.58/Mcf*
Food Service	Monthly (in arrears)	\$128.81/Mcf*

B. Minimum Charge

Apartment, Commercial and Food Service Customers shall be charged a minimum of 1 Mcf per month, regardless of usage.

* Charge per thousand cubic feet of water consumed.

2. The Rates and Charges section of the Rules and Regulations are hereby amended to add new Paragraph II(K) as follows:

K. Main Repair and Replacement Rider Charges.

(i) Residential. Each Residential Customer, except those Residential Customers who receive service from the Woodmere Mains, shall pay \$225.00 per year as a Main Repair and Replacement Rider Charge billed in advance, one-half (1/2) on January 1 of each year and one-half (1/2) on July 1 of each year. One-half (\$112.50) of the Main Repair and Replacement Rider Charge received by Woodbran from each Residential Customer shall be paid by the Company to the Village of Woodmere for deposit into the separate account referenced in Village of Woodmere Ordinance No. 1992-10 and shall be used in accordance with Village of Woodmere Ordinance No. 2010-71 (i.e. referred to therein as the "sewer fund").

(ii) Commercial Customers, Food Service Customers, Apartment Customers. Commercial Customers, Food Service Customers, and Apartment Customers shall pay a Main Repair and Replacement Rider Charge monthly in advance in twelve (12) equal installments, in addition to the regular monthly sanitary sewer charge in accordance with the Bills and Payments for Services Section in the Rules and Regulations. Such Main Repair and Replacement Rider Charge which will be the greater of \$550.00 or an amount which is equal to the water used annually by the respective Customer multiplied by the MCF* rates listed below. The Company will once each year determine the actual water consumed in accordance with paragraph 9 in the section labeled "Bills and Payments for Services" of these Rules and Regulations. The MCF rate for Commercial Customers, Food Service Customers, Apartment Customers is as follows:

- (a) Food Service Company: \$8.700 per Mcf*
- (b) Commercial Customer: \$3.123 per Mcf*
- (c) Apartment Customer: \$3.120 per Mcf*

* Charge per thousand cubic feet of water consumed.

3. The Definition section of the Rules and Regulations are hereby amended to add a definition of "Main Repair and Replacement Rider Charge" as follows:

Main Repair and Replacement Rider Charge. A sum to be paid by Customers as set forth herein and, except as otherwise provided herein, thereafter maintained by the Company in a reserve account to be used only for the repair, replacement and/or maintenance of the Company's Mains; provided, however, that nothing herein shall limit the Company's rights under paragraph II(C) of the Rates and Charges section hereof.

4. Pursuant to Section 3(g) of the Authorization Ordinance:

a. the rates set forth in Section I(A) of the Rules and Regulations as amended by this Agreement:

- i. may be temporarily increased by Woodbran on an emergency basis to allow for the payment of unforeseen expenses and/or capital improvements (collectively, "Unforeseen Costs") resulting from but not limited to Force Majeure, provided that: (i) for purposes hereof "Force Majeure" shall mean any cause or causes beyond Woodbran's control, including, but not limited to, increase in labor costs, labor disputes, disruptions to capital markets, civil commotion, war, fire or other casualty, shortage of supplies and materials, governmental regulations, modifications to its NPDES permit requirements or acts of God, and (ii) such temporary increase shall be subject to confirmation by the Village Consultant ("Unforeseen Cost Confirmation") that such Unforeseen Costs are reasonable and have not been, or will not be, incurred as a consequence of Woodbran's gross negligence or Woodbran's criminal conduct (provided, however, that in the event that the qualified consultant retained by the Village to assist the Village in its evaluation of such increase (the "Village Consultant") fails to state in writing delivered to Woodbran within ten (10) days following Woodbran's request for such temporary increase that the proposed Unforeseen Costs are unreasonable and/or have been, or will be, incurred as a consequence of Woodbran's gross negligence or Woodbran's criminal conduct and the basis for such determination, such failure shall be deemed an Unforeseen Cost Confirmation).
- ii. shall be subject to a pro rata increase effective July 1 of each year commencing 2012, to reimburse Woodbran for any increase over the course of the preceding 12-month period in the actual cost of chemicals utilized in the operation of Woodbran's sanitary sewer facility from the costs of such chemicals during the twelve-month period that preceded such 12-month period.
- iii. shall be subject to a pro rata increase effective July 1 of each year commencing 2012, to reimburse Woodbran for any increase over the course of the preceding 12-month period in the actual cost of utilities utilized in the operation of Woodbran's sanitary sewer facility from

the costs of such utilities during the twelve-month period that preceded such 12-month period.

- iv. Shall be subject to an annual pro rata increase in Rates beginning July 1, 2012, and each July 1 thereafter in accordance with the "Adjustment Escalator." For purposes hereof, the Adjustment Escalator shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Cleveland, Ohio (all items) on the basis of 1982-84=100 ("CPI"); provided, however, if the publication of the CPI is discontinued, then another index which is comparable thereto and published by an agency of the United States government shall be used for the computation described herein and if there is no comparable governmental index, then a comparable index compiled by an independent organization shall be used, such comparable index to be selected by Woodbran. This adjustment shall be weighted at 90%. A second adjustment shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Industrial Chemical Index ("ICI"); provided, however, if the publication of the ICI is discontinued, then another index which is comparable thereto and published by an agency of the United States government shall be used for the computation described herein and if there is no comparable governmental index, then a comparable index compiled by an independent organization shall be used, such comparable index to be selected by Woodbran. This adjustment shall be weighted at 10%. Accordingly, Rates shall be adjusted as follows:

$$\begin{aligned} \text{Rates (adjusted)} = & \text{Rates (existing at time of} \\ & \text{adjustment)} \times [1 + 12\text{-month average percentage} \\ & \text{change in CPI (based on July CPI figures)}] \times .90 + [1 + \\ & 12\text{-month average percentage change in ICI (based on} \\ & \text{July ICI figures)}] \times .10 \end{aligned}$$

Where CPI and ICI are expressed as decimal. Such adjustment shall be calculated as soon as practicable following the publication of the CPI (or other index used for the Adjustment Escalator closest in time to July 1, and the Rates shall be adjusted effective upon, and retroactive to, July 1 of each year. The difference in the Rates, retroactive to July 1 of the applicable year, shall be billed to the customer on the next invoice.

- b. the Rules and Regulations shall be further amended as are determined by the Village and Woodbran, or their consultants, to be necessary or appropriate in connection with the establishment of the rates set forth in Section I(A) of the Rules and Regulations as amended by this Agreement or rates that may be established pursuant to Section 3(a) of this Agreement; and

- c. Notwithstanding any provision to the contrary contained in this Agreement, this Agreement does not modify Woodbran's rights under the Ohio Revised Code, and Woodbran expressly reserves the right to apply to the PUCO at any time for an increase of Rates on an emergency basis, and/or for a permanent rate increase.

5. The Rules and Regulations, amended as set forth in Sections 1 and 2 above, are attached hereto as Exhibit 1.

6. Woodbran (a) will, for future purposes, review the possibility of metering usage of residential customers, (b) recognizes the Village's authority, at its discretion, to use sums from the franchise fees and the sewer fund to provide credits to residents to help defray the costs of the rate increases hereunder, and (c) will pay one-half the sums collected regarding the Belmont line surcharge directly to the Village to be used, if necessary, to further defray the costs of the rate increase hereunder.

7. This Agreement is a legal, valid, and binding obligation enforceable in accordance with its terms. The Agreement shall be binding upon the Parties and, as applicable, any and all representatives, heirs, executors, administrators, successors and assigns, officers, officials, members, agents, employees, representatives, attorneys, successors, and assigns.

8. Any waiver by a party of any term of this Agreement shall not be deemed a waiver of any other term. No term or terms of this Agreement may be waived except by means of a written waiver signed by each of the parties hereto.

9. If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected.


10. This Agreement: (a) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, conditions, representations, or warranties, whether oral or written, with respect to the subject matter hereof; and (b) may not be explained or supplemented by evidence of consistent additional terms or contradicted by evidence of any prior contemporaneous agreement. The Parties further state that they have not relied on, nor have they been induced to execute this Agreement by any statements or representations, agreement or provisions, oral or written, made by anyone other than those expressly contained in the Agreement. Further, this Agreement may not be modified except by a writing signed by each of the parties hereto.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

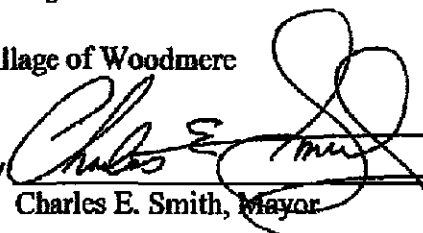
"Woodbran"

Woodbran Realty Corporation

By:  its President.
Randy Kertesz, President

"Village"

Village of Woodmere

By: 
Charles E. Smith, Mayor

Approved as to Legal Form:

EXHIBIT 1

**WOODBРАН REALTY CORPORATION'S
RATES AND RULES AND REGULATIONS
FOR THE VILLAGE OF WOODMERE, OHIO**

(as amended January __, 2011)

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DEFINITIONS

Apartment Customer. Customer is a multi-family or attached dwelling, either with one or more Service Line connections generating Domestic Sewage.

Applicant. Any Owner submitting to the Company, in the form prescribed by the Company, an Application.

Application. A request made by an Owner to the Company for sanitary sewer service for any Premises, provided that an Application by a proposed Residential Customer shall be in the form attached as Exhibit "A" hereto and made a part hereof and an Application by any other Owner shall be in the form attached as Exhibit "B" hereto and made a part hereof.

Building. Any free-standing structure or structure composed of free standing units connected by common wall partitions. For purposes of these Regulations, a structure connected to an adjacent structure under different ownership, except in the case of condominium associations, shall each be regarded as a separate building.

Building Group. Several Buildings all located on a parcel of real property appearing in the Auditor's Maps of Cuyahoga County as one permanent parcel or several Buildings under common ownership upon adjacent parcels of real property being serviced by the Company pursuant to approval of an Application.

Cleanout. A vertical riser (which may also be a Test T) in the Lateral or Service Line installed at points where such Lateral or Service Line ends or changes direction and extends (i) within six (6) inches of any landscaped surface or (ii) even with the surface where hard surfaces exist.

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

Clean Water Connection. Any connection of a pipe or line to any lateral or Main that carries or discharges any waters other than authorized sanitary sewage including, but not limited to, water being discharged from roof drains, footer drains, surface water drains, or clean water inflow which is in violation of Woodmere Codified Ordinance Section 921.11.

Clean Water Infiltration. Any water, including, without limitation, ground water entering a lateral, a Main (including the Woodmere Mains), or a manhole through a defective pipe joint, a broken or damaged pipe, or by any other means. However, when the volume of water entering a Main or lateral through a pipe, a properly installed pipe joint and/or fitting does not exceed the proportionate volume of water allowed under the Company's NPDES permit established by the Ohio EPA, then such water will not be considered "clean water infiltration." The proportionate volume will be determined by the size of the pipe and area where the water is entering the system.

Commercial Customer. Customer engaged in general business and/or commercial activities whose sewage has a characteristic intensity not in excess of the parameters set forth for Non-

Domestic Sewage. For the purposes of this section, "general business and/or commercial activities" does not include any operation involving the preparation, packaging, cooking, sales, service or treatment of any food product.

Company. Woodbran Realty Corporation, an Ohio Corporation.

Connection Charge. The charge made by the Company to defray the cost of installing a service connection between a Main and a Lateral or Proposed Lateral for an Applicant or Customer.

Contributions in Aid of Construction. Any charges made by the Company to an Applicant or Customer to defer in part the cost of capital improvements made or to be made by the Company for the benefit of such Applicant or Customer.

Customer. A general term relating to all persons using the sewage treatment facilities of the Company at the time of the adoption of these Regulations and all other persons who shall henceforth commence use of the sewage treatment facilities of the Company from the time at which a sewage service connection is installed to the time at which a sewage service connection is installed to Premises owned by such person. When the same person makes more than one contract for service and/or uses the sewage treatment facilities of the Company for more than one premises or residence, such person shall, for purposes of these Regulations, be deemed a separate Customer with respect to each such Premises or dwelling unit.

Domestic Sewage. Sewage resulting from normal household activities including, but not limited to, wastes from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, residential garbage disposals, sinks, food preparation (but not manufacture or sales), clothes laundering (but not on a commercial level), and specifically excluding wastes from manufacturing processes, animal husbandry, laboratory experimentation or having a characteristic intensity in excess of 210 mg/l, BOD-5, 230 mg/l suspended solids, and a 1 to 3 peaking factor.

Food Service Customer. Customer engaged in any type of food service operation including, but not limited to, the preparation, packaging, cooking, sales or treatment of food products, and whose sewage is not in excess of the parameters defined for Food Service Sewage.

Food Service Sewage. Sewage generated by a Food Service Customer and having characteristic intensity not higher than 500 mg/l BOD-5, 230 mg/l suspended solids, and 1 to 5 peak load factor.

Lateral. Any pipe or conduit beginning at a Main, extending onto the Customer's private property, ending at least one (1) foot past the public right-of-way in front of such property in either a "Test T," manhole or other suitable cleanout as approved in advance by the Company. The Company shall be responsible for the operation, repair and maintenance of a Lateral unless the Lateral was originally not installed as described above and was not installed up to or past the right of way. In such case, the Company will only be responsible for the cost to maintain the Lateral up to the point of where the Lateral was originally installed.

Main. Any conduits, pipes or other stationary devices used in any dedicated public streets,

proposed public streets or private easements for conveyance of sanitary wastes to the Company's sewage treatment plant.

Main Repair and Replacement Rider Charge. A sum to be paid by Customers as set forth herein and, except as otherwise provided herein, thereafter maintained by the Company in a reserve account to be used only for the repair, replacement and/or maintenance of the Company's Mains; provided, however, that nothing herein shall limit the Company's rights under paragraph II(C) of the Rates and Charges section hereof.

Miscellaneous. The aggregate amount of any and all charges not specifically defined in these Regulations, except for Service Charges, made by the Company to the Customer and due but unpaid at the time of rendition of the bill. Said charges may include delinquencies in the payment of Service Charges, connection charges, disconnection and reconnection charges and inspection fees.

Non-Domestic Sewage. Sewage resulting from other than normal household activities having a characteristic intensity in excess of 210 mg/l, BOD-5, 200 mg/l suspended solids, 1 to 3 peaking factor.

Owner. The title holder to any parcel of real property; for purposes of these Regulations a condominium association shall be regarded as one Owner regardless of any division of legal title.

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

Premises. Any site where the Company is already providing sanitary sewer service or any site where an Applicant has requested sanitary sewer service be provided by the Company.

Regular Customers. All Customers obtaining a valid legal right to use the sewage treatment facilities of the Company pursuant to an Application filed with the Company subsequent to the adoption of these Regulations.

Residential Customer. Any Customer generating sewage from a single-family detached residence and serviced by the Company which does not have a characteristic or intensity in excess of the parameters defined for Domestic Sewage.

Restricted Frontage. Any frontage, tangentially abutting upon a sewer main easement, upon which a prohibition against service connection to the sewer main has been placed by either the Owner of the abutting Premises or the Company.

Service Charge. Monthly or quarterly charge made by the Company to the Customer for conveyance and treatment of sanitary sewer wastes.

Service Line. Any pipe or conduit connected to a Lateral that ends outside of the proposed or existing structure built or to be built on a Customer's private property that transports sewage to the Lateral. Each Customer shall be responsible for the maintenance, repair, replacement and

operation of their respective Service Line.

Sewer Main Easement. A generic term referring to any easement acquired by the Company through which the Company has or proposes to construct a Main.

Special Customers. Any Customer entitled, via contract or other special arrangement, to discharge sewage into a Main for treatment in the Company's sewage treatment facility, the type and intensity of which exceeds the parameters set forth in all other customer class definitions, and/or whose usage combines more than one customer classification and are served pursuant to contract or other special arrangement.

Special Contract. Any Contract or other arrangement between the Company and a Customer pursuant to Section 4905.31, Ohio Revised Code.

Test T. Any upright pipe extending (i) within six (6) inches of the surface where landscaped areas exist or (ii) even with the surface where hard surfaces exist. The purpose of a Test T is for inspection and/or cleaning of the Service Line. The Test T shall be installed within approximately one foot (1') past the edge of the public right-of-way and within a Customer's private property boundary.

Total Bill. Any bill rendered to a Customer including Service Charges and Miscellaneous Charges due from the Customer to the Company to the date of rendition of the bill.

Upstream Premises. Any Premises services by or fronting upon a Main constructed or proposed to be constructed in an easement having restricted frontage.

Woodmere Mains. The sanitary sewer mains owned and controlled by the Village of Woodmere, Ohio and as shown on Exhibit "C" attached hereto and made a part hereof.

RATES AND CHARGES

The Company will be entitled to charge its Customers and Woodmere Customers the rates, charges, fees and deposits set forth throughout these Regulations including, but not limited to, the rates, charges and fees set forth at paragraphs I and II of this Section; provided that such rates, charges, fees and deposits may be modified pursuant to Woodmere's Ordinances.

I. RATES FOR SEWAGE TREATMENT SERVICE

A. Sewage Rates by Customer Class and Billing Period.

<u>Customer Class</u>	<u>Billing Period</u> <u>Rate</u>
Residential	Quarterly (in advance) \$117.50/qtr.

Apartment	Monthly (in arrears) \$57.08/Mcf*
Commercial	Monthly (in arrears) \$66.58/Mcf*
Food Service	Monthly (in arrears) \$128.81/Mcf*

B. Minimum Charge

Apartment, Commercial and Food Service Customers shall be charged a minimum of 1 Mcf per month, regardless of usage.

* Charge per thousand cubic feet of water consumed.

II. ADDITIONAL RATES AND CHARGES

A. Clean Water Charge

The Company will be entitled to charge Customers a fee of \$50 per day for discharging or allowing Clean Water to enter the Company's Mains or Woodmere's Mains (later defined), whether or not such discharge was done with or without the permission of the Company. The charge will be assessed commencing ten (10) days after written notification is served upon the Customer requiring that the Customer take immediate action to eliminate the discharge of Clean Water into the system. If the Customer fails to correct such condition within ten (10) days, the Company may, in addition to charging the fee authorized herein, (but is under no obligation to do so), make the corrections and charge such Customer for the Company's actual costs incurred to inspect, remove or disconnect any unauthorized Clean Water Connections and/or Clean Water Infiltration to its Mains or Woodmere's Mains, plus 20% for administrative cost in addition to the per diem charge..

If a Customer (including a Woodmere Customer) is found to be discharging Clean Water and/or allowing Clean Water infiltration into the Company's system (including the Woodmere Mains) in violation of these Regulations, and the Company elects not to disconnect such Customer's Service Line pursuant to paragraph 12 at page 14) of these Regulations, the Company will be entitled to collect a "Clean Water" deposit from the Customer to secure the payment of the estimated costs associated with the removal of the Clean Water, and to reimburse the Company for damage caused to its collection system, Mains and Related Facilities by and the cost to treat the Clean Water. The deposit will reasonably be established by the Company, but no more than ten times the monthly billing for that Customer and will only be held until such time as the Clean Water is removed from that system and the Company has been paid in full therefor.

Upon payment of the deposit, the Customer must arrange for the removal of the Clean Water. Once the Clean Water has been removed, the Company will refund the deposit, after

having deducted any costs or damages incurred by the Company for the discharge of Clean Water into its system.

Should the Customer fail to remove the Clean Water within ten days of notice thereof from the Company, the Company shall have the right (but not the obligation) to enter upon the Premises, remove the Clean Water and deduct from the Clean Water deposit all costs associated with such removal. Such costs may include, but are not limited to, removal, inspections, treatment of Clean Water, Plant balancing charges, testings and other related expenses, and collection costs.

Should the costs of removal by the Company and/or the Clean Water Charges, exceed the Customer's deposit, the Customer will be billed for the additional charges, and must pay the same in full prior to the Company being required to provide or continue to provide sanitary sewer service.

B. Customer Service Call Charge

The Company shall be entitled to charge a fee for general service calls made to a Customer's Premises relating to service problems which were not caused by, nor are within the control of, the Company. Such charge shall be equal to the Company's certified actual out of pocket expenses to perform such service call plus 10% of such expenses for overhead and any costs to collect such fee.

C. Service Lines Lateral and Main Cleaning Charge

The Company will be entitled to charge a Customer for the costs associated with either (i) cleaning debris, grease and other matter from the Company's Mains, or from the Company's collection system which was caused by a Customer discharging waste in violation of the Company's Regulations, or (ii) for clearing excess waste discharged by the Customer causing restrictions or blockage in the Mains.

Such charge will be equal to the Company's Actual out of pocket expenses incurred in cleaning the Mains, Woodmere's Mains, Service Lines and/or Laterals plus 10% for overhead expenses, and any costs to collect such charge.

D. Redevelopment Charge

If the use of a Customer's Property is changed to a use which increases and/or modifies the amount of potential demand upon the Company's Mains and/or Treatment Facility in excess of the original use at the Premises and/or Property, then the Company will be entitled to charge such Customer the cost to modify its Mains plus the difference between a new Related Facilities charge and the original of such fee paid to the Company.

The new charge and/or additional charge to be paid to the Company is hereinafter referred to as a "Redevelopment Charge". The Redevelopment Charge will be due and payable to the Company on the sooner of the date that the Customer obtains a building permit for the changed use and/or expansion of use, or the date when the Company becomes aware of such

change in use, regardless of whether or not a building permit had been obtained.

To determine the Redevelopment Charge, the Company will use uniform engineering design standards. The primary basis for determining the Redevelopment Charge will be the number of residential equivalency units the proposed new use will have, as determined by the Company. That determination will be based on the actual or projected flows as well as BOD5, and suspended solid loadings. The basis for one residential equivalency unit will be 400 GPD, 0.17 lbs. per day BOD5 and 0.20 lbs. per day suspended solids. When the Customer cannot provide the Company with accurate data on its projected new flows and loads, flows and loads will be estimated from table 2-2 of "Process Design Manuals, Waste Water Treatment Facilities for Sewered Small Communities" or similar United States EPA guidelines. Further, the number of residential equivalency units will be estimated on the basis of connected fixture units as determined from table 9101:2-51-45(A) of the Ohio Plumbing Code, or such other tables or codes which may be applicable in the future, and consideration will be given to whether or not the new wastewater characteristics are significantly different from residential waste water including, but not limited to, factors such as peak loads, flows and oil and grease concentrations. The charge to the Customer for the Company having to modify its Mains will be equal to the Company's cost plus 20%.

The purpose of the Redevelopment Charge is to reimburse the Company for all capital costs (costs of Mains and Related Facilities, i.e., plant and equipment), past, present and future, and related administrative costs already expended by the Company and/or required to be expended by the Company in order to provide the new service required by such Customer's/Applicant's new use.

Cost factors used to calculate the Redevelopment Charge will be the then current market cost to construct new and/or modifications to existing Mains, additional plant capacity and Related Facilities.

E. Temporary Use or New Construction Charge

The Company will be entitled to charge all new Customers a flat fee per month while such Customer's Building is being constructed and until the Customer's actual usage can be determined. The Customer's usage will be estimated by the Company at the time an Application is executed by the Company, prior to the Customer's connection to the Company's Main and in accordance with accepted engineering standards.

F. Testing Charge

The Company will be entitled to charge a Customer for testing the integrity of a Service Line or the type of intensity of the waste/effluent generated by a Customer, regardless of the location of the Service Line, where Regulations of the Company require that the Customer perform such tests and the Customer fails to do so. The charge to the Customer shall be equal to the Company's certified actual costs to perform such tests plus 10% of such costs for overhead, and any related costs of collection.

G. Woodmere Mains

In the event the Company is required to conduct any work on the "Woodmere Mains," then the Company will be entitled to charge Woodmere for the Company's costs incurred in connection therewith plus 10% for administrative and overhead costs. Such charges will be itemized in a statement to Woodmere and shall be due and payable by Woodmere within 30 days of the date of the statement. If Woodmere is in default of payment, the Company may discontinue service to the Woodmere Mains after 30 days advance written notice. The Company shall perform no work on the Woodmere Mains without first receiving written permission to do so, except in the event of an emergency.

H. Water Meter Readings Charge

The Company will be entitled to charge a Customer a fee equal to the Company's costs associated with obtaining copies of a Customer's water meter readings from the local water supplier when a Customer fails to provide the same to the Company in violation of the Company's Regulations. The charge shall be based on the Company's certified actual out of pocket expense incurred by the Company for obtaining such billing information, plus any related expenses. Before such charge will be assessed, the Company will provide notice of such charge and fifteen (15) days for the Customer to provide copies of such meter readings before assessing such charge.

I. Collection Costs

The Company will be entitled to charge a Customer all reasonable costs incurred to collect any charges which are delinquent under these regulations.

J. Related Facilities Charge

(i) **Residential.** Any Residential Customer whose Property is connected to the Woodmere Mains and whose single-family detached residence is located on a parcel that is of record with the Cuyahoga County Recorder as of the date of enactment of this Ordinance shall pay to Woodbran in cash or certified funds the sum of \$1,700.00 as a Related Facilities charge. Any other Customer, residential or otherwise, shall pay the current cost to the Company of a Residential Equivalency Unit. This charge will not be increased so long as the Company has an operating franchise in Woodmere. The charge must be paid to the Company in full upon approval by the Company of the Customer's Application and prior to the Customer beginning any work related to connecting such Customers Property to any of the Woodmere Mains.

(ii) **Food Service, Apartment, and Commercial Customers.** Consistent with these Regulations, all Food Service, Apartment, or Commercial Customers wishing to connect (directly or indirectly) a new or existing structure to the Mains or the Woodmere Mains must pay a Related Facilities Charge in an amount equal to the number of Residential Equivalency units projected by the Company to be required to service such Customer's Property. The charge will be determined by the Company by calculating the number of Residential Equivalency Units and then multiplying that amount by the Company's then current cost to

replace the same. Such charge must be paid whether or not the Company then adds additional capacity to its Mains or Treatment Facility.

(iii) Special Customer/Contract. Any Customer whose sewage exceeds the characteristic intensity parameters of that Customer's billing classification shall be transferred to the appropriate billing classification for the characteristic intensity of the sewage being discharged into the Company's system, or shall enter into a Special Contract with the Company for the treatment of the sewage, and will be charged by the Company a special sewage rate and special charge to use the Company's facilities based upon the number of Residential Equivalency units, the intensity of their waste, and other factors set forth in these Rules and Regulations.

K. Main Repair and Replacement Rider Charges.

(i) Residential. Each Residential Customer, except those Residential Customers who receive service from the Woodmere Mains, shall pay \$225.00 per year as a Main Repair and Replacement Rider Charge billed in advance, one-half (1/2) on January 1 of each year and one-half (1/2) on July 1 of each year. One-half (\$112.50) of the Main Repair and Replacement Rider Charge received by Woodbran from each Residential Customer shall be paid by the Company to the Village of Woodmere for deposit into the separate account referenced in Village of Woodmere Ordinance No. 1992-10 and shall be used in accordance with Village of Woodmere Ordinance No. 2010-71 (i.e. referred to therein as the "sewer fund").

(ii) Commercial Customers, Food Service Customers, Apartment Customers. Commercial Customers, Food Service Customers, Apartment Customers shall pay a Main Repair and Replacement Rider Charge monthly in advance in twelve (12) equal installments, in addition to the regular monthly sanitary sewer charge in accordance with the Bills and Payments for Services Section in the Rules and Regulations. Such Main Repair and Replacement Rider Charge which will be the greater of \$550.00 or an amount which is equal to the water used annually by the respective Customer multiplied by the MCF* rates listed below. The Company will once each year determine the actual water consumed in accordance with paragraph 9 in the section labeled "Bills and Payments for Services" of these Rules and Regulations. The MCF rate for Commercial Customers, Food Service Customers, Apartment Customers is as follows:

- (a) Food Service Company: \$8.700 per Mcf*
- (b) Commercial Customer: \$3.123 per Mcf*
- (c) Apartment Customer: \$3.120 per Mcf*

* Charge per thousand cubic feet of water consumed.

GENERAL REGULATIONS GOVERNING SERVICE

1. The Company undertakes to use reasonable care and diligence to provide constant sewage service, but reserves the right at any time to shut off the Mains or Service Lines (or Woodmere Mains under emergency conditions) for the purpose of making repairs, extensions, or for any other purpose. When the sewage service is to be temporarily discontinued for such purposes by the Company, it will give reasonable notice to the extent practicable to all Customers (including the Woodmere Customers) to be affected thereby. The notice shall state the purpose for which the discontinuance is made and the probable duration of the interruption of service; however, the Company shall not be required to give notice of a discontinuance of service in the event of an emergency caused by any force majeure or other emergency relating to the general health and safety of any person in the community or in the employ of the Company.

2. The Company shall not be liable to any Customer for any unforeseeable interruption in service, unavoidable deficiency or failure of the sewage service, the bursting or breaking of any Main, the Woodmere Main, Service Lines or any attachments to the Mains (or Woodmere Mains) or Service Lines, or any other facilities used by the Company or for any damage resulting therefrom caused by accident or occurrence beyond the reasonable control of the Company.

3. In the interest of public health, the welfare of all Customers generally and for the protection of Company property, the Company will not permit Service Lines or any other lines or pipes carrying, or which are in a position to carry, sewage to be connected either on or off any Premises with any lines or pipes which the Company suspects or has good reason to suspect, carries or is in a position to carry any sewage other than Domestic Sewage, unless the consent of the Company is first obtained.

4. The Company and Woodmere shall prohibit the discharge of Clean Water into the Company's sewage system (including the Woodmere Mains).

5. The Company reserves the right to require pre-treatment of all but Domestic Sewage.

6. If the Company discovers any illegal, unauthorized or improper connections and/or Clean Water Infiltration (such as but not limited to Clean Water) to its system, then it will be entitled to take whatever emergency steps are necessary to protect the security and integrity of any Mains (including the Woodmere Mains) connected to its Treatment Facility, and Related Facilities, including the immediate disconnection of any Main, related appurtenance and/or such Customer's Service Line and/or connection to the Mains or Woodmere's Mains.

7. When an Application to install a new sewage service connection or for sewage service or for the reinstatement of sewage service is made to the Company, the Company shall be entitled to assume that the piping and fixtures within the structure from which the service will be supplied are in full compliance with Federal, State, or local laws, and the Company will not be liable to a customer in any event for any accident, breaks or leakage arising in any way in connection with the supplying of sanitary sewage service.

8. Operation and control of all Mains except as provided in Paragraph 8(A) below is vested in and shall remain in the Company and shall not be trespassed on or interfered with in any manner.

8(A). The Woodmere Mains will be operated, owned, and controlled by Woodmere. Woodmere is responsible for and will make certain that all Woodmere Mains, and related Laterals and service connections are installed, repaired, replaced, and maintained in good working order free from breaks, backups, blockage, and clean water connections and/or Clean Water Infiltration in a manner consistent with these Regulations, and Woodmere will be responsible for all costs related thereto. Woodmere agrees to and shall indemnify and hold the Company harmless from and against any adverse impact to the Company's Mains and/or treatment facilities caused by Woodmere's failure to maintain, replace, and/or repair the Woodmere Mains.

In the event the Company discovers a defective condition in the Woodmere Mains, the Company will provide a 30-day written notice thereof to Woodmere, except in the event of an emergency. If Woodmere fails to correct such condition within the 30-day period, the Company may after 48-hour written notice to Woodmere, disconnect the Woodmere Mains from the Company's treatment facility. The Company will not be required to reconnect the same until Woodmere has corrected the defective condition(s). A defective condition includes, without limitation, a Clean Water Connection and/or Clean Water Infiltration into the Woodmere Mains.

In the event of an emergency condition with respect to the maintenance and/or repair of the Woodmere Mains, which affects more than one dwelling, the Company may take such action as is reasonably necessary to correct the condition, but will first make a reasonable effort to contact Woodmere to advise Woodmere of the condition and request that the condition be immediately cured. If Woodmere fails to respond in less than four (4) hours, the Company may seek to cure the emergency condition and charge Woodmere for the costs thereof in accordance with Paragraph G, at page 8. Once the Company starts any such emergency repairs, it will continue the work until Woodmere is in a position to assume the repair work.

Woodmere will be responsible to the Woodmere Customers for any interruption of service caused by the bursting, breaking, backups, or the failure to repair, replace or maintain the Woodmere Mains and shall hold the Company harmless from and against any loss or damage as a result thereof.

9. The approval by the Company of any Application will be subject to all federal, state, county and local laws, ordinances, rules and regulations. Upon receipt of an Application by the Company, the Company along with the assistance of the Applicant, will begin to take all reasonable steps necessary to obtain the necessary governmental and private consents and approval required prior to approving said Application.

10. All Customers must prevent the discharge of any type of sewage from its Premises other than the type identified in the Application, and all Customers and Woodmere must prevent the discharge and/or infiltration of any Clean Water into the Mains and/or Related

Facilities.

11. The Company will have the right to enter onto the exterior of a Premises of any Customer (including Woodmere Customers) for the purpose of testing, or inspecting and disconnecting if necessary the Laterals and/or Service Lines located upon the Customer's Premises. After first obtaining the permission from a person holding out himself or herself as the person responsible for the dwelling, the Company will have the right to enter the Premises of any Customer for the purpose of testing or inspecting such Customer's sanitary sewer pipes and fixtures. Whenever feasible, the Company shall enter and make such inspection after reasonable notice to the Customer and at a reasonable time; however, in the event of an emergency constituting an unreasonable threat to the health, safety and welfare of the community, the health and safety of the Company's agents and employees, or to the serviceability of the Customer's Premises, the Company shall have the right to make such inspection without notice and without regard to time. Notwithstanding the foregoing, it is specifically understood that the Customer will retain ownership and control of all Service Lines located on the Customer's property, and Woodmere will retain ownership and control of all Woodmere Mains subject to the Regulations of the Company, and shall be responsible for the repair, maintenance and replacement of the same.

12. The Company may discontinue all or any part of its service to the Customer for the following reasons:

A. Without notice:

- i. For discharging any type of sewage from the Premises other than the type identified in the Application for service.
- ii. For discharging sewage from a Building or Buildings or Group of Buildings other than those identified in the Application.
- iii. For misrepresentations in the Application as to the Premises to be supplied or as to any other material fact.
- iv. For molesting any Main or other appliance under the control or belonging to the Company.
- v. For continued vacancy of Premises.
- vi. For connecting a Service Line or any line or pipe directly or indirectly connected therewith to any lines or pipes carrying, or which are in a position to carry, Clean Waters or other non-sewage wastes, or for permitting infiltration through the Lateral or for discharging other than Domestic Sewage without the prior consent of the company first had and obtained.
- vii. For denial to the Company of reasonable access to the Premises for

purposes of inspection.

- viii. For denial or interference with the Company's legitimate right to inspect the Laterals and/or Service Lines.
- ix. For any other violation of or failure to comply with the Regulations of the Company which may create an emergency situation.

B. With notice:

- i. The Company reserves the right upon the giving of not less than fifteen (15) days written notice to the Customer to discontinue the sewer service for non-payment 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 any charges for sewer service owed by the Customer to the Company. Each such notice shall prominently specify the amount required to be paid to prevent the disconnection of service.
- ii. For any violation of, or failure to comply with, the Regulations of the Company with respect to sewer service.
- iii. For refusal of a Commercial Customer or Food Service Customer to provide the Company with necessary testing data required pursuant to these Regulations.
- iv. For a Customer's failure to notify the Company in advance of any connection to the Company's Mains, Laterals, Related Facilities, or collection system.

13. Any Customer whose service has been discontinued for any reason will be reconnected after the Customer (i) has paid all unpaid bills owing to the Company; (ii) has paid all actual expenses incurred by the Company in disconnecting and reconnecting service; and (iii) has corrected any condition found objectionable under the Regulations of the Company.

14. Expenses incurred by the Company in disconnecting the reconnecting service will be the Company's actual out-of-pocket costs plus 20%.

15. Any employee of the Company whose duty requires him to enter upon private property will show his credentials and badge of authority.

16. Complaints with regard to the character of the service furnished, the rates charged, the application of these rules, termination of service by the Company, or bills rendered, must be made to the Company's office either in written or verbal form and if in verbal form it must be confirmed in writing within twenty-four (24) hours with a copy forwarded to Woodmere. All written complaints (or written verifications of oral complaints) must be delivered either personally to an authorized employee of the Company or by United States mail.

A record of all such complaints will be kept by the Company. The Company shall endeavor to resolve each Customer complaint promptly.

If a Customer is not satisfied with the Company's conduct or resolution of a Customer's Complaint, the Customer may appeal to the Public Utilities Committee of Council of the Village of Woodmere to request an investigation and/or may file a formal appeal against the Company with the Public Utilities Committee of Council.

Upon appeal, the Council of the Village of Woodmere shall have the authority to affirm, reverse or modify the decision of the Company with respect to the specific complaint filed.

17. All Commercial Customers and Food Service Customers shall be required to send to the Company, on a quarterly basis, certified test results from an independent testing laboratory, providing the Company with the chemical characteristics of its sewage discharge. The results shall include, but not be limited to, the following: (1) BOD-5; (2) suspended solids; (3) peaking factors; (4) pounds of phosphorous; (5) characteristics of any other special wastes allowed by the Company to be discharged into its system by any Customer; or other such specific data as the Company deems relevant to the particular operation and service location of the Customer. If the Customer fails to provide the Company with such data, the Company shall make the tests and the Customer shall be charged for the Company's actual out of pocket costs of performing such tests plus 10% of such costs and any other related expenses including any attorney fees and costs of collections. If the Customer refuses to make the tests or refuses to allow the Company to make such tests, the Company reserves the right to disconnect the Customer. **ADDITIONALLY, ALL FOOD SERVICE CUSTOMERS SHALL COMPLY WITH SECTION 921.12 OF THE VILLAGE WOODMERE ORDINANCES ENTITLED "GREASE INTERCEPTORS, INSTALLATION AND DISPOSAL OF WASTES," AS SUCH ORDINANCES MAY BE MODIFIED.**

18. All Customers connected to the Woodmere Mains (which Customers are sometimes referred to as "Woodmere Customers") shall be governed by the Company's Rules and Regulations and must specifically comply with the procedures set forth below in paragraph 20 of this Section. Except as otherwise noted, whenever a reference is made in these Regulations to a "Customer," it shall be deemed to also refer to and include "Woodmere Customers."

19. The Company agrees to provide sanitary sewage treatment service to effluent discharged into the Woodmere Main from Woodmere Customers so long as Woodmere and Woodmere Customers comply with these Rules and Regulations.

20. Prior to any Woodmere Customer being permitted to connect/tie-in to the Woodmere Main, the following Application Procedures for Woodmere Customers must be followed and the Application must be approved by the Company. Each Woodmere Customer must:

- A. Obtain an Application for sanitary sewer service from the Woodmere Village Hall, which Application by a proposed Residential Customer shall be in the form attached as Exhibit "A" hereto and made a part hereof and an Application by any

other Owner shall be in the form attached as Exhibit "B" hereto and made a part hereof.

- B. Return the completed Application, pay the tap-in fees to the Company, and pay the inspection fee to Woodmere along with the road opening deposit (if applicable). Also, the homeowner and contractor doing the work must provide certificates of insurance to Woodmere. Once all fees and deposits have been paid and the Application approved, the Company will issue a "Tie-In" letter substantially in the form attached hereto as Exhibit "D." The Tie-In letter will be proof of authorization that a Woodmere Customer has permission to connect their Premises to the Woodmere Main and receive service from the Company.
- C. Contact the Village Engineer, currently Ed Hren at Chagrin Valley Engineering, at (440) 439-1999, forty-eight hours prior to starting any work to arrange for an inspection of the sewer work. An inspection will be done by the Woodmere's Engineering Department or its designee, and Woodmere will certify to the Company that all work has been completed in accordance with these Regulations.
- D. FOR EXISTING HOMES: If you are installing a new connection to an existing house and a "tee" with a "riser" has already been installed by Woodmere, then you should contact Woodmere's Engineering Department to locate the riser.
- i. Prior to connecting to the sanitary sewers, you must pump out the septic tank and remove or crush the same. The area must be backfilled with clean fill. ALSO, ALL DRAIN TILE, DOWN SPOUTS, YARD DRAINS, OR OTHER CLEAN WATER CONNECTIONS OR POINTS OF INFILTRATION MUST BE DISCONNECTED COMPLETELY FROM THE SANITARY SYSTEM.
 - ii. Use pipe and fittings as follows: PVC ASTM D-3034 SDR-35 with D-3212 gasketed joints or Extra Strength Clay ES-700 with compression type joints. These standards may be changed or modified by the Village's Engineer.
 - iii. The Pipe shall be bedded on six inches of #57 limestone surrounded by #57 limestone cover over the pipe. Trench width shall be a minimum of twenty-four inches.
 - iv. Connections to existing pipes shall be done using flexible water tight couplings such as Fernco or Mission couplings.
- E. FOR NEW CONSTRUCTION: If the sanitary sewer connection is for the construction of a new home, a tee with a riser must be installed by the Customer and must be located approximately one foot behind the Right-of-Way line. The riser shall be brought to within six inches of the finished grade. The riser shall have a steel bolt imbedded in the cap. The entire tee and riser shall be surrounded

by #57 limestone. Backfill of the trench within the Right-of-Way shall be premium backfill consisting of ODOT 304 limestone compacted in Place. Remaining backfill on private property can be excavated material. For new construction, connections into the sanitary sewer main shall be installed using an "Inserta-Tee" fitting or by cutting out a section of the Woodmere Main and installing a new wye connected to the Woodmere Main using short pieces of pipe and flexible water tight couplings. This entire area shall be backfilled with #57 limestone to a point up to twelve inches above the sewer main pipe. All other construction standards listed in Paragraph 20(D) must also be followed.

- F. The disturbed areas within the Right-of-Way shall be restored with seed or sod within thirty days of the connection installation.
 - G. Any storm ditches which are disturbed by the work shall be restored to their original shape and seeded.
 - H. Connections installed under pavement shall be done with a bore if required by Woodmere's Engineer. Contact the Engineer to determine if a bore is required and the requirements of bored installations.
 - I. Your sewer contractor must be licensed by the State and Woodmere and approved by Woodmere and the Company.
 - J. Prior to backfilling the work, Woodmere's inspector must verify that no storm sewers, drain tile or yard drains are connected to the new sanitary sewer connection. This will be done by a die test and/or a smoke test, and in some instances a video camera. Storm/clean water is prohibited from being connected and/or discharged into the sanitary system by Federal, State and local laws and the Company's Regulations.
 - K. Prior to receiving any service from the Company, the Customer must supply the Company with an "As Built" drawing showing the location of the "riser" and the service Lateral.
21. Once Woodmere certifies to the Company that a Woodmere Customer has completed the work required to connect its Premises to the Woodmere Mains in accordance with the requirements listed above, then the Company may elect to reinspect such work. The Company will not charge the Customer for the re-inspection. If the Company discovers that the work was not properly completed and a violation of these Regulations exists, then the Company will notify Woodmere and the Woodmere Customer of the results of the Company's inspection, and the Customer will then be required to correct the defective condition(s) in accordance with these Regulations within 15 days. Woodmere will be responsible for paying the Company for the costs of such tests and re-inspection, and shall also be responsible for re-certifying that the defective condition(s) have been eliminated.

The Company may, at its own cost and expense, elect to have an inspector present with Woodmere's inspector when a connection is made to the Woodmere Mains.

22. Woodmere's Engineer and a representative of the Company shall meet at least once each calendar quarter to discuss issues relating to the sewage treatment facilities of the Company.

CONTRACTS FOR SEWAGE SERVICE

1. An Application upon approval by the Company shall become a binding contract between the Applicant and the Company obligating the Applicant to pay charges imposed by the Company in accordance with these Regulations and to obey all the terms and provisions of these Regulations and all other lawful and applicable rules, regulations and directives set forth by the Company.
2. Such Application shall accurately state the type or types of sewage to be discharged from the proposed site to be serviced. Separate Applications for sewage service shall be required for each Customer. Each Application shall be signed by the Owner, Customer or authorized representative of the Owner of the proposed site to be serviced.
3. The Company shall have the right to discontinue service only for the reasons and upon completion of the necessary action in accordance with these Regulations and all applicable laws.
4. An Owner shall notify the Company in writing of any change of ownership or proposed change of ownership (legal, equitable, or otherwise) of any Premises for which there is an Application pending or where sewer service is already being provided by contract or otherwise. The notice shall contain the date upon which legal or equitable title to such Premises has been or is anticipated to be transferred.
5. The Company shall be notified in writing of any change of ownership (legal, equitable or otherwise) and/or of any change of tenancy involving the amendment, modification or termination of a contract for sanitary sewer service. Such notice must contain the date such change is to become effective and the name of the new Customer and/or Owner.
6. When the Company is notified of a change in tenancy or ownership, requiring the filing of a new Application for sanitary sewage service, whether such notice is given by the old Customer or otherwise, the Company shall render a final bill. The Customer in whose the name the account stands at the time such final bill is made shall be liable for payment of said final bill. Upon rendering of the final bill, the sanitary sewer service contract shall be terminated and the Company will supply the new Customer with a new Application which must be completed and approved prior to the Company rendering service to such new Customer.
7. All final bills rendered upon termination of the sanitary sewer service contract must be paid within fourteen (14) days from the date mailed. At the time that a Customer sells or otherwise transfers ownership of a Premises, it shall be the responsibility of the Customer to prorate the final bill for sewage service between itself and the new owner. It shall also be the responsibility of the Customer to notify the Company as to the date of occupancy by and the name of the new owner of the Premises.
8. If ownership and/or tenancy to any Premises is transferred by any Customer contrary to the foregoing procedure, the Company will, upon discovery of the transfer or thereafter, notify in writing both the prior Owner and/or Customer and the new Owner and/or Customer, and upon failure of said parties to wholly and completely cure said breach within

fifteen (15) days after rendition of such notice by the Company, the Company will be entitled to terminate all service to such Premises. Such right of termination shall not be exercised without providing the Customer at least a 24-hour advance notice of termination of service.

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

10. The Company shall provide treatment of sewage, other than Domestic Waste, for any Customer after an Application to accept such sewage has been received by the Company, meets the requirements of these Regulations, and after the Customer has paid in full the actual costs incurred by the Company to modify its plant and facilities to accommodate the Non-Domestic sewage. The Company agrees to accommodate such service provided that such Customer agrees to pay its monthly or quarterly Service Charge, as provided for in the Company's tariffs approved by the Village of Woodmere. The Company shall notify any such Customer in writing if its Application to treat Non-Domestic sewage is not accepted. Such notice shall be forwarded to the Customer within thirty (30) days after the Company receives said Application.

BILLS AND PAYMENTS FOR SERVICES

1. Bills shall be rendered by the Company to all Commercial Customers at monthly intervals in arrears and to all Residential Customers at quarterly intervals in advance.
2. All bills shall be rendered to the Customer by United States Mail directed to a Customer at the address given by a Customer in its Application. A Customer can amend its billing address by notifying the Company in writing of a change of address.
3. The Company shall have the right to alter its billing procedure, at no additional cost to a Customer, by including the Company's billing with a Customer's water bill provided that (i) a Customer obtains its water from a public water supply company; (ii) a special billing arrangement is made with the Company and such water supplier; and (iii) the Customer is notified of such change in billing procedure in the bill rendered by the Company to the Customer in the month immediately prior to the commencement of the new billing procedure.
4. The Service Charge for the provision of service to Commercial Customers, Food Service Customers, Apartment Customers and Special Customers shall be based upon the applicable rate set forth in Section 2 of these Regulations and the amount of the respective Customer's water consumption as shown by its water meter or meters, as the case may be. The Company will use the Customer's water meter readings from their local supplier of water to determine a Customer's actual water consumption and related period Service Charge.
5. All bills are due and payable to the office of the Company within fourteen (14) days 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 upon the current charges only. Such late payment service charge will not be compounded for future delinquencies and will not be imposed in any month in which the payments exceed the current charges. Bills not paid within fourteen (14) days as shown on the bill will be considered delinquent. Failure to pay will render the Customer subject to discontinuance of service and to a charge for reconnecting service. If any bill is not paid within said fourteen (14) days, the service may be discontinued upon fifteen (15) days written notice to the Customer.
6. The Company may require a deposit from any Customer in an amount not to exceed one hundred thirty percent (130%) of said Customer's average monthly/quarterly service charge, as the case may be. All such deposits will be separately accounted for by the Company. Interest will be payable on such deposits at a rate equal to the rate being paid by KeyBank, Cleveland, Ohio for a money market account equal to the deposit after the same has been on deposit with the Company for six (6) consecutive months. No rebates from rates will be allowed because a Customer disposes of any part of its domestic sewage by means or facilities other than the Company's system, and in the case of any Customer entitled to discharge special wastes for treatment by the Company's sewage treatment facilities, no rebate will be allowed because said Customer disposes of any part of the special sewage by means or facilities other than the Company's system.
7. When a check that has been received as payment for services is returned

dishonored by a bank or similar financial institution, a charge of \$50.00 plus the Company's administrative costs, will be assessed against the Customer to cover the cost of processing the transaction providing a Customer's check was 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 as a Miscellaneous Charge on the Customer's next bill.

8. The Company will be entitled to inspect any Customer's Premises in order to verify the accuracy of the Customer's water consumption so as to enable the Company to calculate such Customer's service charge. The Company shall be entitled to recalculate, if necessary and adjust a Customer's prior and/or current Service Charge to reflect such Customer's actual use of the Company's system. Any adjustment of a prior year or year's Service Charge will be based upon the then applicable rate. The Company will be entitled to recalculate a Customer's prior Service Charge(s) for up to five years prior to the date of such recalculation, except in the event a Customer is found to have fraudulently or willfully concealed the inaccuracy of such Customer's Service Charge, and in such event, the Company may adjust such charge without any limitation for the number of prior years which are being adjusted.

9. The Company in the normal course of its operations will, on an annual basis, adjust all service charges which are calculated on a Mcf rate to reflect a Customer's actual water consumption. The adjustment will be made once the Company obtains the Customer's prior year's water meter readings. The actual consumption will be compared to the Customer's estimated consumption and related Service Charge for such prior year. Any difference between what the estimated Service Charge and the actual Service Charge should have been will be billed or credited to a Customer, as the case may be, in the next bill together with an explanation from the Company of the adjustment, if any. The Company will make an adjustment at least once each calendar year.

SERVICE LINES, LATERALS AND TRUNK MAINS

1. All Service Lines shall be and remain the property of the Customer. The Customer shall, at its own expense, maintain and keep the same in good repair. The Customer shall be required to cause any contractor or plumber installing, replacing, repairing, or maintaining any Service Line (including those connected to the Woodmere Mains) to inform the Company in writing 48 hours in advance as to the time and nature of the proposed work to be performed and when the same may be inspected, except in the case of emergency repairs, whereupon the Customer shall be required to inform the Company of the nature of repairs having been made and the identity of the plumber or contractor having done said work within 24 hours after the work has been performed. With the exception of emergency repairs, any plumber and/or contractor installing, replacing, repairing or maintaining any Service Line, shall be required to perform all work in accordance with the requirements of the Company. The Company's right to reasonably determine such specifications shall include the right to reasonably determine the size and materials of all pipes or conduits used in connection therewith. The Company will be entitled to charge a fee to inspect such work equal to the Company's actual cost to inspect the work performed, which shall be the actual hourly rate charged by the person conducting the inspection plus reasonable out-of-pocket expenses, and in no event shall such hourly rate be more than what is typically charged for the same work by others in Cuyahoga County.

2. Except for the Woodmere Mains, ownership of the Mains shall be and remain with the Company. The Company will be responsible for the installation, replacement, repair and maintenance of any and all Mains (except the Woodmere Mains) and the Company shall at its own cost and expense, repair all leaks and other failures. Except for the Woodmere Mains, the Company warrants that all work performed by it for the installations, replacement, repair and maintenance of Mains (except the Woodmere Mains) will be performed by a qualified contractor at competitive prices.

3. Any connection to a Main (including the Woodmere Mains), and/or Lateral shall be made by the Company or through a qualified sewer contractor approved in advance by the Company and under the Company's supervision, or Woodmere's engineer as to the Woodmere Mains. The Company shall be entitled to charge the Customer the actual cost of making such connection if the same is made by the Company, but, if not, the Company may inspect such work and charge an inspection fee equal to the actual cost of the Company to inspect the connection, which shall be the actual hourly rates charged by the person conducting the inspection plus reasonable certified out-of-pocket expenses, and in no event shall such hourly rate be more than what is typically charged for the same work by others in Cuyahoga County. If the Company finds it necessary to make a disconnection or reconnection pursuant to any of these Regulations, then the Company shall be entitled to be paid by the Customer on demand the actual cost of such disconnection and/or reconnection and inspection fee equal to the Company's actual cost of the inspection thereof, as described in this Section. Upon the completion of such work the Company shall determine the actual cost of such work and bill the Customer. The bill will be immediately due upon completion of such work, and prior to the Company being obligated to provide sewer service to the Customer.

4. Except as to Woodmere Customers, who must contact Woodmere's Engineer pursuant to Paragraph 8(A) at page 11, all Customers must provide the Company with no less than 48-hours notice of a request for an inspection of any new Service Lines or other work being performed by the Customer on the Mains and/or Laterals, and/or Service Lines. Until any new service connection has been inspected and approved by the Company, or Woodmere's Engineer as to Woodmere's Customers, no Customer shall backfill or cover up any work being performed. Should the work be covered prior to being inspected by the Company, or Woodmere's Village Engineer, as the case may be, the Company may, at its discretion, require either special testing or the uncovering of the Main, Lateral, or Service Line upon which the work was performed.

Should any Customer (including Woodmere Customers) fail to comply with the provisions of these Regulations, the Company will not be required to provide service to such person and may, upon seven (7) days advance written notice, disconnect the new connection from its Main or the Woodmere Mains, as the case may be, and charge such Customer for all out-of-pocket costs incurred by the Company as a result of such Customer's failure to comply with the Company's Regulations, as well as the costs of collection.

5. Upon submission of an Application, the Company will be entitled to collect a deposit from the Applicant to secure the payment of the Company's estimated costs to review the Application and related documentation. Upon the Company's completion of its review of the Application and upon notification to the Applicant of the Company's decision, the Company will provide an itemized statement of its costs and refund the balance of the deposit, if any, or bill the Applicant for the additional sum due, as the case may be.

6. Upon approval by the Company of an Application (except for residential Woodmere Customers), the Company will be entitled to collect a deposit to secure the payment of the Company's estimated costs to inspect and/or test such Customer's new Service Line and related connection to the Company's Mains. Upon final approval of the work by the Company, the Company will submit a detailed bill itemizing its costs and will refund the balance of the Customer's deposit or bill the Customer for the outstanding balance, as the case may be.

7. Should any Customer at a newly constructed service location establish a connection to the Mains (including the Woodmere Mains) and/or Laterals without prior notice and inspection by the Company, or Woodmere, as the case may be, the Company, at its discretion, may terminate service to that Customer.

If the Company determines not to terminate service, the Customer shall be assessed a charge equal to the Company's estimate of the charges not collected up to the date of discovery of the unauthorized connection.

8. The Company reserves the right to require any Customer, including Woodmere Customers, to provide "as built" drawings showing the location of any Service Lines, Laterals, Connections, Test T's, risers, Manholes, grease traps, clean-outs and/or other improvements and inspection locations located at the Customer's Premises. In the case of a new Customer (including Woodmere Customers) "as built" drawing must be provided to the Company (either

by the Customer or Woodmere's Engineer as to the Woodmere Customers) at the time of the inspection.

9. After a Woodmere Customer's service connection and Lateral have been inspected and approved by the Company and Woodmere, the Company may elect from time to time to reinspect any such Woodmere Customer's Premises. If the Company does not find a violation of these Regulations, then there will be no charge for the inspection and related tests. However, if there is a violation of these Regulations, then such Woodmere Customer must pay to the Company the costs of such inspection(s) and test(s) as provided for in these Regulations.

MAIN EXTENSIONS

Main Extensions. The following provisions shall constitute the standards for the extension of Mains and Related Facilities by the Company:

1. All agreements entered into concerning Main Extensions and/or Related Facilities funded by contributions and/or advances in aid of construction shall be in writing and signed by the Company and the parties involved, or the duly authorized agents of each. These written agreements shall embody in their terms and conditions the provision hereof.

2. The Company shall extend Mains and Related Facilities to serve new Customers, subject to the provisions hereof.

3. As used herein:

(i) "Main Extensions" means an extension, from the nearest existing adequate Main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the Main Extension.

(ii) "Related Facilities" means all existing and/or newly constructed fittings, valves, pumps, connections and back-up plant associated with the Main extension and required in accordance with reasonable utility engineering practices to Provide service to a point perpendicular to the most remote structure to be served fronting the Main Extension.

4. Any Main Extensions and Related Facilities shall become the property of the Company.

5. The size, type, quality of material and the location of Main Extensions and Related Facilities shall be specified by the Company and construction shall be done by the Company or by contractors acceptable to the Company.

6. The design and route of Main Extensions shall be determined by the Company in accordance with reasonable utility engineering practices. The length of the Main Extension shall be determined by measuring from the nearest existing adequate Main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the Main Extension. In some instances, because of the lack of an adequate Main, the Main Extension may include removing and replacing existing Mains or installing a Main Extension along or near an existing Main.

7. Prior to the entering of an agreement concerning the Main Extension and/or Related Facilities funded by contributions and/or advances in aid of construction, the Company shall estimate the total of the costs of the Main Extension, Related Facilities, and the tax or tax impact in accordance with this rule. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the Main

Extension and Related Facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the Applicant. If the Company installs Mains or Facilities with a capacity in excess of that required to provide adequate service to the Applicant, the Company shall bear the cost of such oversizing. However, the Company may later charge either the Applicant or Customer may later charge either the Applicant or Customer increasing its capacity requirement, as the case may be, a Related Facilities charge and/or Main Extension charge equal to the ten current cost to construct or replace such Related Facilities and Main regardless of whether or not the Company elects to actually replace such Related Facilities or Main.

8. The Main Extension agreement shall embody one of the following methods. The selection of the method shall be at the discretion of the Company.

a. The Applicant for a Main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the Main Extension, Related Facilities, and tax impact. The tax impact shall be calculated by the following method:

$$\text{TAX IMPACT} = \frac{C}{(1-R)} - C$$

C = Dollar value of taxable contribution or advance in aid of construction.

R = Decimal equivalent of applicable marginal rate of federal income tax on value of taxable contributions and advances.

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

b. The applicant for a Main Extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the Main Extension and Related Facilities minus the tax shall be subject to refund as provided in Paragraph 11 of this rule. The tax shall be calculated by the following method:

$$\text{TAX} = C \times R$$

C = Definition in Paragraph 8 (a) of this rule.

R = Definition in Paragraph 8 (a) of this rule.

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

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

11. Refunds of advanced in aid of construction made pursuant hereto shall be made in accord with the following method. The Company shall pay each year to the party making an advance in aid of construction, or that party's assignees or other successors in interest where the Company has received notice of such assignment or succession; an amount equal to twenty percent (20%) of the total gross annual revenue from sewage service to each bona fide Customer whose Service Line is connected to Main or extension lines covered by the Main extension agreement for a period of not less than fifteen (15) years. Agreements made under this rule may provide that any balance of the amount advanced thereunder remaining at the end of the fifteen (15) year period shall thereafter remain payable, in whole or in part, and in such manner as is set forth in the agreement; provided, however, that if it is not agreed to by the parties, then any balance remaining at the end of the fifteen (15) year period shall become non-refundable.

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

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

14. The Company shall not be required to extend Mains unless the prospective Customer guarantees to the Company that service will be accepted within thirty (30) days following completion of the Main extension, or such longer period as the Company and the prospective new Customer agree.

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

16. The Company, with respect to any funds received as a contribution in aid of construction will:

- A. Establish and maintain revenue and expense records in accordance with the standards set forth by the PUCO.
- B. Segregate utility finances and bookkeeping from other business and personal activities.

17. If after all improvements under a "Main Extension" Agreement have been completed, it is determined by the Company that additional improvements and/or work is required because of the Customer's actual use of such improvements further modifications to the Company's Mains and/or Related Facilities, then the Customer will be required to pay for the same in accordance with this the provisions of these Rules and Regulations.

SUBSEQUENT CONNECTIONS, SERVICE CONNECTION AND TAP IN FEES

1. If and when at any time during the term of a Main Extension Agreement involving refundable advances in aid of construction, the owner (hereafter referred to as the Subsequent Applicant) of any lot abutting the Main Extension, who was not a Party to the Main Extension agreement, requests service, the Company shall collect in advance from each such Subsequent Applicant, funds equal to the total foot frontage of the lot to receive service multiplied by the per-foot frontage charge.

- A. The per-foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total foot frontage of the lots capable of receiving service from the Main Extension.
- B. In the event that the total of the amount already refunded under these Rules and Regulations plus the Subsequent Applicant's fee calculated under Paragraph (1) of this Rule, exceeds the total refundable amount of the advance in aid of construction, the amount collected from the Subsequent Applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded under these Rules and Regulations.
- C. The Company shall refund money collected pursuant to this paragraph to the parties to the Main Extension Agreement, or their assignees or other successors in interest where the Company has received notice of such assignment or succession, in proportion to their original deposits. This refund shall be in addition to that provided for in these Rules and Regulations.
- D. The Company shall enter into a written agreement with the Subsequent Applicant.
- E. Refunds of Subsequent Applicant fees made pursuant to this Rule shall be made in accord with the following method. The Company shall pay each year to the Subsequent Applicant, or that party's assignees or other successors in interest where succession, an amount equal to twenty percent of the total gross annual revenue from sewage service to each bona fide Customer whose Service Line is connected to Main or extension lines covered by the Main Extension Agreement. Refunds will terminate when the entire amount of the cumulative amount refunded pursuant to these Rules and Regulations equals the refundable amount of the Advance in aid of construction, or until fifteen years after the date of the Main Extension Agreement, whichever is earliest. Agreements under this Rule may provide that any balance remaining at the end of the fifteen year period shall thereafter remain Payable, in whole or in part, and in such manner as is set forth in the agreement. A balance remaining at the end of the fifteen year period shall otherwise become nonrefundable.

2. An Applicant shall pay to the Company all out-of-pocket costs incurred by the Company in connecting a Service Line to a Main and/or Lateral. All such costs shall be paid by

an Applicant prior to the commencement of any work by the Company necessary to complete a connection. For the purposes of this provision a "connection" is the physical link made between a Lateral and/or Main and a Service Line.

EXHIBIT "A"

**APPLICATION FOR PERMISSION TO TAP-IN TO
VILLAGE OF WOODMERE'S LINES AND
WOODBTRAN SANITARY SEWER SYSTEM**

We are hereby requesting to make a sanitary sewer connection which will tie into the Village of Woodmere's Sewer Lines and Woodbran Realty Corporations Sanitary Sewer System

OWNER: _____ PHONE: () _____ - _____

ADDRESS: _____ SUBLOT: _____

PERMANENT PARCEL NO.: _____

SIGNATURE: _____

Office Use

PART 1: - APPLICATION FOR SEWERAGE DISPOSAL SERVICE

\$1,700.00 Tap-In Fee

(Checks made payable to Woodbran Realty Corporation)

Received by: _____ Date: _____

Approved by: _____ Date: _____

Woodbran Realty Corporation

**** Upon Approval forward to Owner with Tie-In Letter ****

PART 2: - TIE-IN PERMIT (By Cuyahoga County Sanitary Engineer)

\$130.00 Inspection Fee

(Checks made payable to Cuyahoga County Sanitary Engineer)

Received by: _____ Date: _____

Approved by: _____ Date: _____

Installation Date: _____

Contractor: _____ Phone: _____

**** Upon Approval forward copy to Woodbran Realty Corporation and Village of Woodmere ****

PART 3: - VERIFICATION OF NO CLEAN WATER CONNECTION (By Woodmere Village Building Department)

Approved by: _____ Date: _____

Woodmere Village Building Department

EXHIBIT "B"

WOODBРАН REALTY CORPORATION

3439 West Brainard
Woodmere, Ohio 44122
(216) 831-9110

APPLICATION FOR SEWER DISPOSAL SERVICE

The undersigned (the "Applicant") hereby applies to Woodbran Realty Corporation for sanitary sewer service.

Applicant's Name: _____

Address: _____

Telephone: _____

Billing Address: _____
(If different than above)

Permanent Parcel Number Desiring Service: _____

Type of Service:

I. Residential _____ Number Rooms _____ Number Persons _____

II. Commercial _____ Type _____ Number Employees _____

III. Apartment _____ Number of Suites _____ Type _____

Bathrooms _____ Other Facilities _____

IV. Food Service _____ Type _____

Number of Employees _____ Square Footage _____

Date of Service Connection Desired: _____

Owner of Premises (if different than above): _____

Address of Owner: _____

Does the Applicant Propose to Connect Storm Water Drains to the Sanitary Sewer Line? _____

Has Applicant Ever Received Service from WOODBRAN REALTY CORPORATION? _____

CREDIT INFORMATION

In the event the Company determines Applicant to be a poor credit risk, a deposit may be required pursuant to the Ohio Administrative Code.

Name and Address of Applicant's Employer, or if Corporation, name of person who can verify credit: _____

Length of Service: _____ (If less than 5 years, list previous employer on back.)

CREDIT REFERENCES

Bank: Name _____	Checking No. _____
Address: _____	Checking No. _____
Bank: Name _____	Checking No. _____
Address: _____	Checking No. _____

By signing this Application, APPLICANT AGREES to abide by the effective Rates, Rules and Regulations Woodbran Realty Corporation has on file at the Public Utilities Commission of Ohio, as the same may be changed from time to time, and acknowledges that the above information is true and correct to the best of their knowledge.

Applicant hereby agrees that if payment for monthly and/or quarterly sewer charges, as the case may be, is not paid as provided in Woodbran Realty Corporation's Rules and Regulations, the Applicant herein appoints Woodbran Realty Corporation as its agent to discontinue sanitary sewer service.

SIGNING OF THIS FORM BY A CUSTOMER FOR SEWER SERVICE SHALL IN NO CASE BE DEEMED TO CONSTITUTE A WAIVER BY THE CUSTOMER OF ANY RIGHTS OR PRIVILEGES GRANTED OR GUARANTEED TO HIM BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Applicant:

Please Print or Type Name

Signature

WOODBRAIN REALTY CORPORATION

Approved and Accepted

By: _____

Its: _____

EXHIBIT "C"

WOODMERE LINE MAP

Village of Woodmere - Sanitary Sewer Service Area

PEPPER PIKE

BEACHWOOD

West Brainard Rd

Chagrin Blvd

Melbourne Ave

Virginia Rd

Maryland Ave

Florida Ave

PEPPER PIKE



Legend

Street centerline

Woodmere Owned
Sanitary Sewer Mains

NOTE: MAP IS NOT TO SCALE

ORANGE

Maplecrest Rd

Irving Park Rd

Brainard Rd

Avondale Rd

Roselawn Ave

Belmont Rd

ORANGE

ORANGE

Map provided by:

CVE CHAGRIN VALLEY
ENGINEERING, LTD.

Creative Engineers. Intelligent Solutions.

EXHIBIT "D"

WOODMERE TIE-IN LETTER

_____, 201_

TO WHOM IT MAY CONCERN:

Permission is hereby granted for _____, of _____,
_____, Ohio, to tie into Woodbran's
Wastewater Treatment for service at the following location: _____
_____, Woodmere, Ohio.

ATTENTION:

Please inform our office 72 hours prior to the time you are planning to make connection to our system so that we may have a representative on the premises to inspect the procedures.
(FOR NEW CONSTRUCTION ONLY)

Until such time as the structure is under roof and the sanitary sewer connection is protected from any rainwater or other clean water entering the system, the end of the line must be capped off as per the attached drawing. Failure to comply with this instruction will void this tie-in letter and service will be immediately terminated.

This tie-in is subject to all Woodbran Realty Corporation's Rules and Regulations on file at the Village of Woodmere and the Public Utilities Commission of Ohio.

The Cuyahoga County Sanitary Engineer will notify us of the date you have tied in. For sanitary sewers owned by the Village of Woodmere, you will be placed on our system as of that date, and will then be charged for sanitary sewer service.

Sincerely,

WOODBРАН REALTY CORPORATION

Randy S. Kertesz
President

I have acknowledged and agreed to the above.

Homeowner/Customer

Date: _____

Contractor

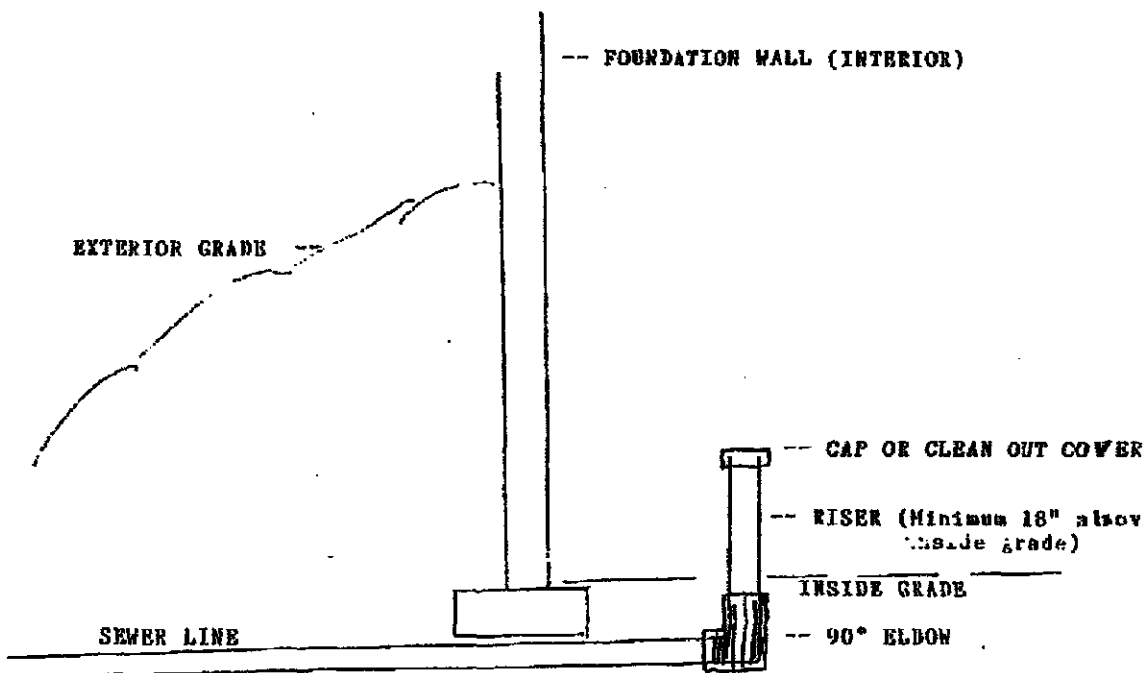
Date: _____

Telephone 831-1070

WOODBMAN REALTY CORPORATION

3439 W. Brainard Road, #260
Cleveland, OH 44122

TIE-IN INSTRUCTIONS



BUILDER: PLEASE RETAIN THESE INSTRUCTIONS FOR YOUR CONTRACTOR.