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SERVICE NOTICE

CASE NUMBER 85-1891-WS-GSS
CASE TITLE KEN MEEK (VS) GEM BOAT SERVICE, INC.
DATE OF DOCUMENT AUGUST 23, 1988
TYPE OF DOCUMENT ENTRY
DATE OF SERVICE AUGUST 25, 1988

PERSONS SERVED:

MR. KEN MEEK
805 HARMON DRIVE
FREMONT, OH 43420

GEM BOAT SERVICE, INC.
OFFICE OF THE PRESIDENT
RT. #1
PORT CLINTON, OH 43452

MR. PAUL GRUMMEL
GEM BOAT SERVICE, INC.
RT. #1
PORT CLINTON, OH 43452

MR. FRANK REINHEIMER
REINHEIMER & REINHEIMER
208 MADISON STREET
PORT CLINTON, OH 43452

MR. DAVID R. PHEILS, JR.
DAVID R. PHEILS & ASSOCIATES
410 LOUISIANA AVENUE
PERRYSBURG, OH 43551

MS. JOYCE D. EDELMAN
PORTER, WRIGHT, MORRIS & ARTHUR
41 SOUTH HIGH STREET
COLUMBUS, OH 43215

GEM BEACH MARINA, INC.
OFFICE OF THE PRESIDENT
3000 NORTH CAROLINA STREET
P.O. BOX 606
PORT CLINTON, OH 43452

OHIO ENVIRONMENTAL PROTECTION AGENCY
STUART BRUNY
P.O. BOX 1049
1800 WATERMARK DRIVE
COLUMBUS, OH 43266-0149

OHIO ENVIRONMENTAL PROTECTION AGENCY
JOHN SADZEWICZ
P.O. BOX 1049
1800 WATERMARK DRIVE
COLUMBUS, OH 43266-0149

MR. CARL E. KOEBEL
OTTAWA COUNTY DISTRICT BOARD
OF HEALTH
315 MADISON STREET
PORT CLINTON, OH 43452

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CAMERA OPERATOR D. G. Paul DATE PROCESSED 9-27-91

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of
Ken Meek,

Complainant,

v.

Gem Boat Service, Inc.,
Gem Beach Marina, Inc.,
and
Paul Grummel,

Respondents,

Relative to alleged failure to
charge in conformity with approved
tariffs and unauthorized abandon-
ments.

Case No. 85-1891-WS-CSS

ENTRY

The Attorney Examiner, pursuant to the authority granted by
Rule 4901-1-14 of the Ohio Administrative Code (O.A.C.), finds:

- (1) On August 23, 1988, the Commission issued an entry in this matter which, inter alia, approved the proposed tariffs of Gem Beach Marina, Inc., but indicated that this matter would remain open and that the Commission would address the complainant's "Objections to Tariff", docketed on April 26, 1988, in a subsequent entry. In that document, the complainant disputed the now-approved rate design. He noted that the commercial and dock customers are not arm's length third parties to Gem Beach, and he alleged that the then-proposed rates minimize the amount paid by the respondent for service to its business operations while putting as much of the burden as possible on the other customers. The filing included a Certificate of Service.
- (2) The Attorney Examiner concludes that the "Objections to Tariff" should be regarded as a new ground of complaint in this same docket, and handled pursuant to Section 4905.26, Revised Code, and Rule 4901-9-01, O.A.C.

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CAMERA OPERATOR D. Campbell DATE PROCESSED 9-27-91

85-1891-WS-CSS

-2-

- (3) In that Gem Beach has already been served with a copy of the complainant's filing, it shall be afforded twenty days from the date of service of this Entry to file its answer or motion in accordance with Rule 4901-9-01, O.A.C. After reviewing that filing, the Commission will take appropriate additional action in this matter.

It is, therefore,

ORDERED, That Gem Beach file its answer or motion as detailed in Finding (3). It is, further,

ORDERED, That copies of this Entry be served upon Ken Meek and his counsel; Gem Boat Service, Inc., Gem Beach Marina, Inc., Paul Grummel, and their counsel; the Ohio Environmental Protection Agency; Carl E. Koebel, Ottawa County District Board of Health; and all other interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Geoffanne F. Higgins
By: Geoffanne F. Higgins
Attorney Examiner

/vrt
9/27

Entered in the Journal
AUG 24 1988
A True Copy
Nancy L. Wolpe
Nancy L. Wolpe
Secretary

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CAMERA OPERATOR D. Campbell DATE PROCESSED 9-27-91

REINHEIMER & REINHEIMER

ATTORNEYS AT LAW
208 MADISON STREET
PORT CLINTON, OHIO 43452
TELEPHONE 734-1723

FRANK W. REINHEIMER

September 2, 1988

OF COUNSEL
JOHN L. REINHEIMER

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

RECEIVED

SEP 6 1988

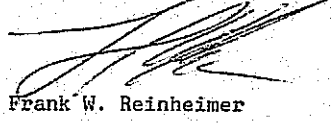
DOCKETING DIVISION
PUBLIC UTILITIES COMMISSION OF OHIO

Attn: Georgiana Higgins

Dear Mrs. Higgins;

Enclosed you will find three copies of the Water Tariff for Gem Beach and three copies of the Sewer Tariff for Gem Beach in accordance with the Order of the Commission of August 23, 1988.

Very truly yours,



Frank W. Reinheimer

FWR/dlp

Encl.

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CAMERA OPERATOR *John L. Reinheimer* DATE PROCESSED *9-7-88*

GEM BEACH MARINA, INC.

Water Service

PUCO CASE NO. 85-1891-WS-CSS

FIRST FILING

RECEIVED

SEP 6 1988

DOCKETING DIVISION
PUBLIC UTILITIES COMMISSION OF OHIO

STATE OF OHIO

SS.

OTTAWA COUNTY

Helen Grummel, being first duly sworn, says that she is the Secretary of Gem Beach Marina, Inc. and she verifies that the Water Tariff docketed August 15, 1988 is true and correct to the best of her knowledge and belief.

/s/ Helen Grummel, Secretary
Helen Grummel, Secretary

Sworn to before me and subscribed in my presence this 22nd day of August, 1988.

Daric Lynne Pepa
NOTARY PUBLIC

Comm. Expires January 28, 1993

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GEM BEACH MARINA, INC.

Water Service

PUCO CASE NO. 85-1891-WS-CSS

FIRST FILING

STATE OF OHIO

SS.

COUNTY OF OTTAWA

Paul Grummel, being first duly sworn, says he is the President of Gem Beach Marina, Inc. and he verifies that the attached Water Tariff true and correct to the best of his knowledge and belief.

Paul Grummel Pres
Paul Grummel, President

Sworn to before me and subscribed in my presence this 11th day of August, 1988.

Darlene Lynne Pepa
NOTARY PUBLIC

DARLENE LYNNE PEPA, Notary Public
State of Ohio
My Commission Expires Jan. 23, 1993

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CERTIFY
THAT
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AND
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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 42452

Water Service
Section No. I
Original Sheet 1

P.U.C.C. No. 1

AUTHORITY

Under authority granted by the Public Utilities Commission, and pursuant to Sections 4905.05 and 4905.06 of the Ohio Revised Code, the following regulations are hereby enacted.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

ISSUED BY
PAUL GRUMMEL, PRESIDENT
GEM BEACH MARINA, INC.

FILED UNDER AUTHORITY OF
PUCO CASE NO. 85-1891-WS-CSS

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. I
Original Sheet 2

P.U.C.O. No. 1

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ISSUED ON September 6, 1988

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. I
Original Sheet 3

P.U.C.O. No. 1

General Statement of Purpose

Gem Beach Marina, Inc. intends to supply Gem Beach Subdivision and Harbor Estate Subdivision, Catawba Island Township, Ottawa County, Ohio, with an adequate, healthy, continuous and sufficient supply of water to the customers.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

ISSUED BY
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GEM BEACH MARINA, INC.

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PUCO CASE NO. 85-1891-WS-CSS

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. II
Original Sheet 1

P.U.C.O. No. 1

III. Definitions

COMPANY - Gem Beach Marina, Inc., an Ohio Corporation.

CURB STOP VALVE - The valve attached to the Company's main which is the final element of the Company's responsibility.

COST - The expenditure by the Company for labor, material, engineering, supervision, motor vehicles and tools, and any other expenditures incident thereto, to the extent that any or all of such items are applicable to the particular situation involved.

CUSTOMER - A generic term referring to a person who has contracted for water service for one particular purpose to be supplied to one particular premises. When the same person makes more than one contract for service for more than one purpose, or for service to more than one premises, he shall, for the purpose of this tariff, be deemed a separate customer with respect to each contract. 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.

DOMESTIC USE - The use of water in connection with normal household activities only.

DOMESTIC SERVICE - Supplying water to a customer for domestic use only.

MAIN - A generic term referring to any water lines owned by the Company.

NET ANNUAL BILL - The annual charge for water services from the Company without penalties.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

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PAUL GRUMMEL, PRESIDENT
GEM BEACH MARINA, INC.

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. II
Original Sheet 2

P.U.C.O. No. 1

NON-DOMESTIC USE - All uses other than domestic uses.

OWNER - A person holding the fee or life estate, or an undivided interest in the fee or life estate, in any premises which are or about to be supplied with water service by the Company.

PREMISES - Premises means the physical property to be served together with the lot or parcel of land upon which it is located or such portion of such land as is used or held for use with it.

SERVICE LINE - A generic term referring to an unmetered service line. The service line begins at the corporation stop valve and ends at the customer's premises.

TRUNK MAIN - A pipe or line which connects the water main to the unmetered service line.

WATER SUPPLIED - All water passing from the service line to the premises whether consumed by use or lost by waste or leakage.

ISSUED ON September 6, 1988

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. III
Original Sheet 1

P.U.C.O. No. 1

Rate Schedule

1. The rates for annual water service are as follows:

- (a) Summer water, April 25 through October 25 - \$103.00 - Single
Summer water, April 25 through October 25 - \$206.00 - Duplex
Summer water, April 25 through October 25 - \$309.00 - Triplex
Summer water, April 25 through October 25 - \$412.00 - 4 Unit
Summer water, April 25 through October 25 - \$618.00 - 6 Unit
- (b) Winter water, available year round - \$131.00 - Single
Customers who are served by year round
water line will be charged year round rates
- (c) Boat docks - \$10.00
- (d) Company marina 3 taps - \$393.00
- (e) Yacht Club - \$262.00

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

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GEM BEACH MARINA, INC.

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. IV
Original Sheet 1

P.U.C.O. No. 1

General Rules and Regulations

A. CONTRACTS FOR WATER SERVICE

1. Before the Company will supply any water service, the person desiring the same must make application in writing to the Company on forms provided by the Company. Upon acceptance by the Company, the application shall become a contract between the applicant, afterwards known as the customer, and the Company, obligating the customer to pay for the water service and obligating both parties to abide by all the terms and provisions of this tariff and all other lawful and applicable tariffs.

2. The Company shall be notified of any change of ownership and of any change of tenancy involving termination of a contract for service. Such notice is to contain the date the change is to become effective and is to be received no less than five days prior to the change.

3. At such time as the Company is notified of a change in tenancy or ownership, requiring the filing of a new application for water service, whether such notice is given by the old customer or otherwise, the Company shall make a final billing. The customer in whose name the account stands at the time of any change in tenancy shall be liable for the final bill. Upon rendering of the final bill, the service contract shall be terminated.

4. A separate application for each location or premises where service is desired must be made by the customer. The Company will not serve more than one location, residence, place of business or premises under a single application or contract for service and each application shall at all times be considered separately.

5. Any special contract entered between the Company and a customer must be filed with and approved by the PUCO pursuant to Section 4905.31, Ohio Revised Code before such contract can be legal and effective.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

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GEM BEACH MARINA, INC.

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P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. IV
Original Sheet 2

P.U.C.O. No. 1

6. Service Contract Not Transferable. The contract between the customer and the Company covering the supply of water is not transferable to any other person, and no agent of the Company has the authority to consent in writing or otherwise to a transfer.

ISSUED ON September 6, 1988 EFFECTIVE ON January 1, 1988

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GEM BEACH MARINA, INC.

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P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. IV
Original Sheet 3

P.U.C.O. No. 1

B. BILLS AND PAYMENTS FOR SERVICES

1. Each customer is liable for the payment of all water services provided to his premises, and for all charges of any kind due under this tariff.
2. The net annual bill shall reflect the charges for service for the premises being served.
3. Each net annual bill is payable within fourteen days from the date as shown on the bill. If not paid within that time, a late payment service charge of five percent (5%) will also be due, based on current charges only. All bills and charges due to the Company shall be paid at the Company's office or to any duly authorized agent of the Company.
4. Bills will be mailed or delivered to the customer at the address of the premises serviced unless the customer shall request in writing that they be sent to some other specified address.
5. The Company reserves the right upon the giving of not less than fourteen (14) days written notice to the customer, to discontinue service for non-payment when due or within any additional period for payment permitted by this tariff, for not making deposit as required, or for non-payment of other charges for service owed the Company by the customer.
6. When the customer desires water service to be discontinued temporarily, he shall so notify the Company; and the bill computed to that date.
7. Bills rendered upon termination of the contract must be paid within fourteen days from the date rendered. When not so paid, the bills shall be increased by the five percent (5%) late charge, the cost of collection, including Attorney fees and Court costs reasonably incurred to effect the collection.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

ISSUED BY
PAUL GRUMMEL, PRESIDENT
GEM BEACH MARINA, INC.

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. TV
Original Sheet 4

P.U.C.O. No. 1

8. The Company shall have the right at any time to require the customer to make a reasonable deposit or to give a reasonably safe guarantee to secure payment of its bills for water service in conformity with Rule 4901: 1-17-05 of the Ohio Administrative Code.

9. When a check has been received as payment for services and is returned by the bank unpaid, a charge of \$5.00 will be assessed to cover the cost of processing this transaction providing a customer's check is properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company returns the dishonored check or may be charged on the customer's next billing.

ISSUED ON September 6, 1988 EFFECTIVE ON January 1, 1988

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GEM BEACH MARINA, INC.
P.O. Box 696
Port Clinton, Ohio 43452

Water Service
Section No. IV
Original Sheet 5

P.U.C.O. No. 1

C. MISCELLANEOUS PROVISIONS GOVERNING SERVICE

1. Discontinue Without Notice. The Company may discontinue without notice all or any part of its service to any customer for any of the following reasons.

a. For the use of water for any other purpose or upon any premises not stated in the application.

b. To prevent waste or reasonably avoidable loss of water.

c. For tampering with any service line, curb stop, curb box, seal or other appliance under the control of or belonging to the Company.

d. For continued vacancy of the premises.

e. For connecting the service line, or any pipe directly or indirectly connected therewith, with any other source of supply or with any apparatus which may, in the opinion of the Company, contaminate the Company's water supply.

f. For any other violation of, or failure to comply with the regulations of the Company.

2. Continuity of Service. The Company shall not be liable for a deficiency or failure, regardless of cause (except as a result of willful misconduct or negligence) in the supply of water or in the pressure, nor for any damage caused thereby, or by the bursting or breaking of any main or service line or any attachment to the mains and service lines or other facilities used by the Company.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

ISSUED BY
PAUL CRUMMEL, PRESIDENT
GEM BEACH MARINA, INC.

FILED UNDER AUTHORITY OF
PUCO CASE NO. 85-1891-WS-CSS

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. IV
Original Sheet 6

P.U.C.O. No. 1

3. If any customer whose water service has been disconnected as requested or for non-payment of a bill or for violation of or failure to comply with the Regulations of this Company, and desires a reconnection, such reconnection shall only be made after the customer (A) has paid all unpaid bills owing to the Company, (B) has corrected any condition found objectionable under the regulations of the Company, and (C) has paid a Ten Dollar (\$10.00) reconnect charge.

4. Installation of Service Lines. The customer shall provide and install the service line and all other piping fixtures from the main to the premises under the supervision of the Company. The Company shall have the sole right to determine the size, type and location of valves, service lines and connections necessary to provide the service applied for. The customer must notify the Company at least twenty-four (24) hours before commencing installation of any service line. All work and materials must be inspected by the Company, in place, prior to backfilling.

The customer shall maintain the service line and all other piping fixtures and devices necessary to receive the water supply from the point of delivery, which is where the water passes from the main into the unmetered service line of the customer.

5. Taps of Water Mains. No taps shall be made until an application for service has been approved by the Company. The Company or a contractor acceptable to the Company shall make all taps of its water mains after permission has been obtained from the Company. The customer will pay to the Company in advance an amount estimated to cover the cost of the tap-in. Upon completion, a bill will be issued or a refund will be made to the customer to reflect the actual cost of the tap-in as compared to the estimated cost. In no event shall the cost to the customer of the tap-in exceed the actual out-of-pocket expense incurred by the Company.

ISSUED ON September 6, 1988

EFFECTIVE ON January 1, 1988

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P.O. Box 606
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6. Resale of Water Prohibited. Water supplied to a customer is for his own use, and no customer of water shall permit the water supplied to him to be piped or transported to any place or location other than his own. The Company reserves the right to discontinue without notice the supply of water to any customer for violation of the provision.

7. Curtailment and Interruption of Use of Water. The Company may, because of shortage of water supply and after due notice has been given to the customer, discontinue or limit the use of water for any purpose that is deemed necessary for preserving public health, life, property and general welfare of the community. The Company shall not be held liable for damages caused by such curtailment of water service, except as a result of willful misconduct or negligence. A prorated adjustment will be allowed the customer during the period when the curtailment was in effect.

Before a water main is turned off, either for repairs or alterations, an attempt will be made to notify all customers affected. Notice shall be considered to have been given when and if such person at each address has been told either in person or in writing, of such action. However, in an emergency situation where notice is impracticable, the Company may proceed without notice. The Company will not be responsible for damages which may result from turning off or turning on of water, whether or not customer is notified, except as a result of willful misconduct or negligence.

The Company will not be responsible in damages or otherwise in the case of accidents, breakage or leakage resulting from the supply of water or failure to supply the same, except as a result of willful misconduct or negligence. Interruption of service shall not relieve the customer from any charge for service actually rendered, and shall in no case be considered a breach of contract.

8. Complaints. Complaints with regard to the character of the service furnished or the reading and registration of meters, or the bills

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EFFECTIVE ON January 1, 1988

ISSUED BY
PAUL GRUMMEL, PRESIDENT
GEM BEACH MARINA, INC.

FILED UNDER AUTHORITY OF
PUCO CASE NO. 85-1891-WS-CSS

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rendered, must be made to the Company, and a record of such complaints will be kept by the Company giving the name and address of the complainant, the date, the nature of the complaint, and the action taken or decision made by the Company with respect to it.

9. Main Extensions. The following provisions shall constitute the standards for the extension of water mains and related facilities.

a. 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 provisions of rule O.A.C. 4901:1-15-12.

b. The Company shall extend mains and related facilities to serve new customers, subject to the provisions of rule O.A.C. 4901:1-15-12.

c. As used herein:

1. "Main extension" 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.

2. "Related facilities" means all fittings, valves, connections, other facilities 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.

d. Any main extensions and related facilities shall become the property of the Company.

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e. 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.

f. 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.

g. Prior to the entering into of an agreement concerning the extension of mains 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 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.

h. The main extension agreement shall embody one of the following methods. The selection of the method shall be at the discretion of the Company.

1. 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:

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$$\text{Tax Impact} = \frac{C}{(1-R)} - C$$

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 (K) of this rule.

2. 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. The cost of the extension and related facilities minus the tax shall be subject to refund as provided in Paragraph K of this rule. The tax shall be calculated by the following method:

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

C = Definition in Paragraph H (1) of this rule.

R = Definition in Paragraph H (1) of this rule.

1. 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.

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j. 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.

k. Refunds of advances in aid of construction made pursuant to this rule 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 per cent of the total gross annual revenue from water service to each bonafide 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 years. Agreements under this rule may provide that any balance of the amount advanced thereunder 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.

l. 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.

m. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced.

n. The commission will not approve the transfer of any certificate of public convenience and necessity where the transferor has entered into extension agreements, unless it is demonstrated to the commission that the transferor has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay the transferor's obligation under such agreement.

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o. The Company shall not be required to extend mains unless the prospective customer guarantees to the Company that service will be accepted within thirty days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.

p. 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.

10. Subsequent Connections, Service Connections and Tap-Ins.

a. If and when at any time during the term of a main extension agreement involving refundable advances in aid of construction pursuant to rule 4901:1-15-12 of the administrative code, 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.

1. 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 extension.

2. In the event that the total of the amount already refunded under Paragraph K of rule 4901:1-15-12 of the administrative code, plus the subsequent applicant's fee calculated under Paragraph A 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 Paragraph K of rule 4901:1-15-12 of the administrative code.

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3. 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 Paragraph K of rule 4901:1-15-12 of the administrative code.

4. The Company shall enter into a written agreement with the subsequent applicant.

5. 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 the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water service to each subsequent applicant 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 subsequent applicant's fee has been refunded, or when the cumulative amount refunded pursuant to Paragraph K of rule 4901:1-15-12 of the administrative code 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 unrefunded 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.

11. Access to Customer's Premises. Any employee or agent of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself and shall state the reason for his visit. The employee or agent shall, in all cases, direct himself to a person holding himself or herself as being responsible for the dwelling or structure.

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Entrance will not be sought or gained by subterfuge or force. The only exception to this policy is an emergency situation directly involving hazard to the health or welfare of the customer, employees of the Company or the general public or hazard to the property of the customer or general public.

The Company shall be responsible for any damage done by its employees or agents within the scope of employment, when such damage results from willful misconduct or negligence.

12. Operating Control. Exclusive operating control of all service lines from main to premises shall at all times remain with the Company, and shall not be interfered with in any respect.

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GEM BEACH MARINA, INC.
P.O. Box 606
Port Clinton, Ohio 43452

Water Service
Section No. V
Original Sheet 1

P.U.C.O. No. 1

Copy of Customer Bill Format

Gem Beach Marina, Inc.
P.O. Box 606
Port Clinton, Ohio 43452
Phone (419) 797-4451

Name of Customer _____

Mailing Address _____

Address or Lot No.
of premises served _____

Water _____

Sewer _____

Past Due/
Late Fees _____

Pay this amount on or before _____

Pay this amount if paid after _____

PLEASE RETURN THIS PORTION WITH YOUR CHECK

ISSUED ON September 6, 1988

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Water Service
Section No. VI
Original Sheet 1

P.U.C.O. No. 1

VII. Copy of Customer Application for Service

The undersigned requests to be supplied with (water)(sewer) service by the Company for the purposes shown for which I agree to pay in accordance with the regular schedule of rates of the Company, and to comply with the rules and regulations of the Company making them a part of this agreement. The rules and regulations have been approved and are on file with Public Utilities Commission of Ohio.

"SIGNING OF THIS FORM BY A CUSTOMER FOR (WATER)(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."

Signature of Applicant

Date

WATER

Water Service Address
Nature of Water Service
Number of Water Openings
Rate Deposit
Remarks

SEWER

Sewer Service Address
Nature of Sewer Service
Number of Sewer Openings
Rate Deposit
Remarks

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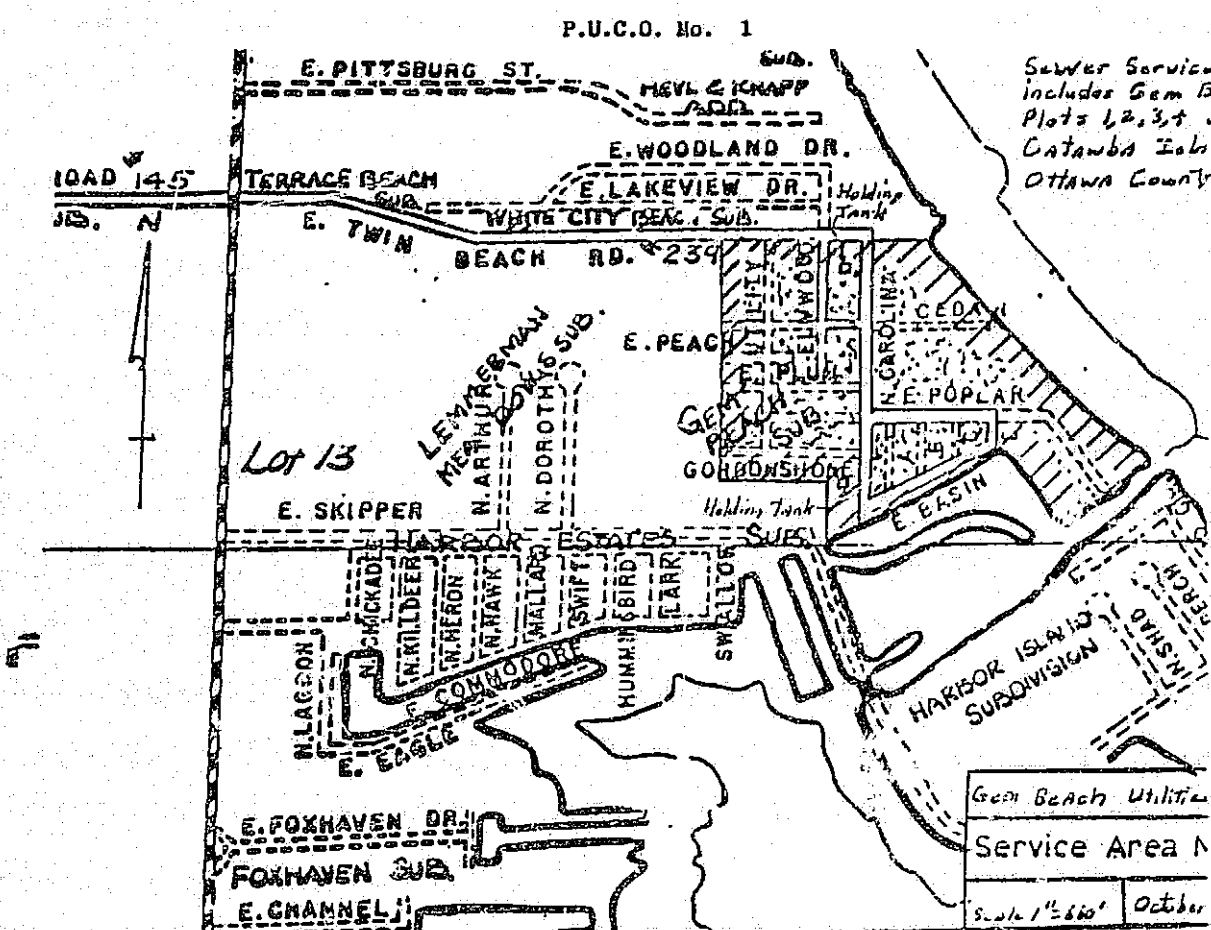
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GEM BEACH INC.

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Original Sheet 1



Sewer Service
includes Gem B
Plots 1, 2, 3, 4
Catawba Lake
Ottawa County

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Prepared by
P.E. E.B.H. Engineering
by *E.B.H.*
Professional Engineer No. 46

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