

P.U.C.O. #4

Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

Sewer Service
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2nd Revised Sheet No. i

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Sewer Service
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DEFINITIONS

Apartment Customer. Any Customer in a multi-family or attached dwelling, 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 sewage service for any Premises.

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

Building Group. Several Building 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 one ownership upon adjacent parcels of real property being serviced by the Company pursuant to approval of an application.

Clean Out. A vertical riser (which may also be a Test T) in the Lateral or Service Line installed at point 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.

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Commercial Customer. Any Customer engaged in general business and/or commercial activities generating Non-Domestic Sewage.

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 improvement 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 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 foundation, toilet, urinals, bathtubs, showers, lavatories, 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 mp/1 BOD-5, 230 mp/1 suspended solids, with a 1 to 3 peaking factor for these parameters.

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Food Service Customer. Any Customer engaged in any type of food service operation, including, but not limited to, the preparation, packaging, cooking, sales or treatment of food products, generating Food Service Sewage.

Food Service Sewage. Sewage having characteristic intensity not higher than 500 mp/1 BOD-5, 230 mp/1 suspended solid, with 1 to 5 peaking factors for these parameters.

Lateral. Any pipe or conduit beginning at a Main, extending on to the Customer's private property, ending at least (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.

Main. Any conduits, pipe or other stationary devices used by the Company in any dedicated public streets, proposed public streets, or private easement owned by the Company for conveyance of sanitary wastes to the Company's sewage treatment plant.

Miscellaneous Charges. The aggregate amount of any and all other charges as set forth 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 any inspection fees.

Non-Domestic Sewage. Sewage resulting from other than normal household activities having a characteristic intensity in excess of 210 mp/1, BOD-5, 230 mp/1 suspended solids with 1 to 3 peaking factors for these parameter.

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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 mean corporations and associations, including public bodies, a well as natural persons and shall include the plural as well a 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.

Proposed Street. Any sewer main easement of a width not less than that required as a minimum width for street dedication in the municipality in which the same is situated, which the Grantor has covenanted to dedicate to the public use, either by its own initiative or upon insistence of 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 in a single family detached residence generating Domestic Sewage.

Restricted Frontage. Any frontage, tangently 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 the convenience and treatment of sanitary sewer wastes.

Service Line. Any pipe or conduit connected to a Lateral that end 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 and operation of their respective Service Line.

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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 Contract. Any Contract or other arrangement between the company and a Customer pursuant to contract or other special arrangement.

Special Customers. Any customer whose usage combines more than one customer classification and are served pursuant to contract or other special arrangement.

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 serviced by or fronting upon a Main constructed or proposed to be constructed in an easement having restricted frontage.

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Sewer Service
Section 2
3rd Revised Sheet No. 1

GENERAL STATEMENT

The Company's Tariff shall not take precedence over the Rules set forth in the Chapter 4901:1-15 of the Ohio Administrative Code; unless otherwise specifically ordered by the Public Utilities Commission of Ohio pursuant to Rule 4901:1-15-01 of the Ohio Administrative Code.

RATES AND CHARGES

The Company will be entitled to charge its 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.

I. **RATE 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)	\$95.00/Qtr.
Apartment	Monthly (in arrears)	\$40.94/Mcf*
Commercial	Monthly (in arrears)	\$49.19/Mcf*
Food Service	Monthly (in arrears)	\$99.99/Mcf*

B. **Minimum Charge**

Apartment, Commercial and Food Service Customers shall be charged a minimum of 1 Mcf per month, when usage is at or below 1 Mcf per month. The rate to be charged will be equal to the then lowest Mcf rate.

*Charge per thousand cubic feet of water consumed.

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Sewer Service
Section 2
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II. ADDITIONAL RATES AND CHARGES

A. Clean Water Charge

The Company will be entitled to charge any Customer a fee for discharging Clean Water into the Company's Main, whether or not such discharge was done with or without the permission of the Company. The charge will be assessed on a quarterly or monthly basis depending on the type of Customer, and will be calculated at the lowest rate per "Mcf" in effect at the time the charge is assessed. The Company will estimate the quantity of Clean Water discharged into the Company's Mains by using reasonable engineering standards, and the amount of rainfall for the entire period during which the clean water was discharged into the Company's system as measured at the Company's facility, or if not available, then as determined at the nearest reliable facility that measures the average rainfall on a regular basis. The charge will be calculated as follows: Total Rainfall x Area Drained (serviced) by the clean water connection x Lowest Mcf Rate Then in Effect = Clean Water Charge. All such calculation will be forwarded to the Customer for its review along with the bill for such Clean Water.

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Sewer Service
Section 2
First Revised Sheet No. 2A

II. ADDITIONAL RATES AND CHARGES

B. Customer Service Call Charge

The Company shall be entitled to charge a fee for general service calls made to a Customer's Premises, at the request of the customer, 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 actual out of pocket expense to perform such service call, not to exceed \$50.00. At the time a Customer requests a service call, the Company must inform them of the charge, and inform the customer of the Customer's responsibility for the service line.

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II. ADDITIONAL RATES AND CHARGES, CONT'D.

C. Service Line, Lateral and Main Clearing Charge

The Company will be entitled to charge a Customer for the cost to clear any blockage from the Company's Mains and collection system caused by a Customer's discharge of any extraordinary objects in violation of the Company's regulations.

Such charge will be equal to the Company's actual out of pocket expenses incurred to clear the Mains or Laterals.

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D. Testing Charge

As permitted under Section 3(A) First Revised Sheet No. 5e, Paragraph 19, the Company will be entitled to charge a Customer for testing the integrity of a Service Line or the type and 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. All tests required to be conducted by a Customer must be completed within 60 days after the Customer permanently occupies the Premises. The charge to the Customer shall be equal to the Company's actual costs to perform such tests.

E. Water Meter Readings Fee

For Apartment, Commercial and Food Service customers, the Company will be entitled to charge such Customer as a "Water Meter Reading Fee" the actual costs of the copies of a Customer's water meter reading from the local water supplier when a customer fails to provide the same to the Company.

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Sewer Service
Section 3(A)
Second Revised Sheet No. 1

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 for the purpose of making repairs or temporarily discontinued for such purposes by the Company. In the event the Company temporarily discontinues service, the Company will notify the affected Customers at least 3 days in advance of any such interruptions which will last more than one hour. The notice will be in writing and delivered to the Customer by mail or in person. The Notice will include the purpose for which the discontinuance is made 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 its customers for any unforeseeable interruption in service, unavoidable deficiency or failure of the sewage service, the bursting or breaking of any Main, Service Lines or any attachment to the Mains or Services Line, 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, excepting willful misconduct or negligence.

3. In the interest of public health, the welfare of all Customers generally and for the protection of the 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 of has good reason to suspect, carry or is in a position to carry any sewage other than Domestic Sewage, unless the consent of the Company is first obtained.

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Sewer Service
Section 3(A)
Second Revised Sheet No. 2

4. The Company shall prohibit the discharge of Clean Water into its sewage system and unless the consent of the Company is first had and obtained, which consent the Company reserves the right to grant under circumstance and for reasons which the Company deem appropriate. The Company reserves the right to prohibit or require pre-treatment of all but Domestic Sewage. Customers found to be in violation of this provision will be subject to the Clean Water Charge found at Sheet No. 2, Section 2, Paragraph IIA, and may also be subject to the Clean Water deposit requirements set forth in paragraph 5 of this section.

5. If a customer is found to be discharging Clean Water into the Company's system in violation of these Regulations, and the Company elects not to disconnect such Customer's Service Line pursuant to paragraph 12 of this Section, the Company will send the Customer a notice stating that the Customer must remove the clean water connection within 15 days of the date of the notice and informing the Customer of the Clean Water Charge. Should the Customer fail to remove the Clean Water connection within the 15 day period, the Company will be entitled to request a clean water advance payment from the Customer to secure the payment of the costs associated with the removal of the Clean Water Company's estimate of the costs associated with the removal of clean water connection. Such costs may include, but are not limited to, removal, inspections and tests.

Once the Clean Water connection has been removed, the Company will refund the advanced payment, after having deducted any costs incurred by the Company for the discharge of Clean Water into its system, which includes inspection fees, removal and disconnection costs and the Clean Water Charge. Should these costs exceed the amount of the advance payment, the Customer will be billed for the additional charges, which must be paid in full prior to the Company being required to provide sanitary sewer services.

Should the customer fail to remove the Clean Water connection within the 15 day period, the Company shall have the right to remove the Clean Water connection and deduct from the advance payment the Clean Water Charge, and all costs associated with such removal. Such costs may include, but are not limited to, removal, inspections and tests.

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Second Revised Sheet No. 3

Should the costs of removal by the Company 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.

If the Company discovers any illegal, unauthorized or improper connections (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 its Mains, and Related Facilities, including the immediate disconnection of such Customer's Service Line and/or connection to the Main.

6. 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, it shall be entitled to assume that the piping and fixtures from which the service will be supplied are in order, and the Company will not be liable in any event for any accident, breaks or leakage arising in any way in connection with the supplying of sewage service, which occur through not fault of the Company.

7. Operation and control of all Mains is vested in and shall remain in the Company and shall not be trespassed on or interfered with in any manner.

8. The Company will be entitled to charge new Customers for estimated monthly usage at the Commercial MCF Rates as set forth at (Section 2, Third Revised Sheet No. 1), while such Customer's building is being constructed and until the Customer's actual usage will be estimated by the Company at the time an Application is executed and prior to the Customer's connection to the Company's main.

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.

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Sewer Service
Section 3(A)
Second Revised Sheet No. 4

10. The Customer must prevent the discharge of any type of sewage from its Premises other than the type identified in the Application, and the Customer must prevent the discharge of any Clean Waters into the Company's sewer main.

11. The Company will have the right to enter upon the exterior of the Premises of any Customer for the purpose of testing, or inspecting and disconnecting, if necessary, the Laterals and/or Service Lines and/or mains located upon a Customer's Premises. As to an inspection of the interior of a Customer's Premises by the Company, the Company shall have the right to enter a Premise at a reasonable time and make such inspection after 24 hours' notice to the Customer. If entry is refused, the Company will be permitted to disconnect the Customer's service in accordance with these Regulations. The Company will at all times have the right to inspect the exterior of the Premise without notice. In the event of any emergency constituting a reasonable threat to the health, safety and welfare of the community, the health and safety of the Customer's agents and employees, or to the operation of the Company's property, including its Mains and Related Facilities, the Company shall have the right to make any inspection without notice and without regard to the time. Customer will retain ownership and control of all Service Lines located on the Customer's Premises, subject to the Regulations of the Company, and shall be responsible for the repair, maintenance and replacement of the same.

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Section 3(A)
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12. The Company may discontinue all or any part of its service to any Customer (as stated in the "Notification of Rights" attached to these tariffs as Appendix A) for the following reasons, however, in an instance where a Customer's service could be disconnected under more than one of the following conditions, the minimum notice provision (which includes no notice) will be provided:

A. Without notice:

- i. For tampering with any Main, Service Line, seal or other appliance under the control or belonging to the Company.
- ii. For connecting a Service Line or any line or pipe directly or indirectly connected to it with 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 the discharging other than Domestic Sewage without the prior consent of the Company first had and obtained.
- iii. For violating any rule or law which may in the opinion of the Company or any public authority, create an emergency situation.

B. With 24 hours advance written notice:

- i. For discharging any type of sewage from the Premises other than the type identified in the Application for service or for substantially remodeling, adding to or

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replacing any building or buildings or other improvements identified in the Application without notice to the Company, or substantially changing and altering the use to which such structure or buildings are put from that identified in the Application without notifying the Company.

Personal delivery of the Notice to the Customer's Premises shall first be attempted and, only if personal service cannot be accomplished at that time, the Notice shall be securely attached to the Premises in a conspicuous matter.

C. With 15 days advance written notice:

- i. The Company reserves the right upon the giving of not less than 15 days written notice to the Customer to discontinue the sewer service for non-payment of any tariffed charges when due or within any additional period for payment permitted by this Tariff, or for not making a deposit as required.
- ii. For violating any sewer service Regulation of the Company, other than the regulations stated in Paragraph (A) of this section.
- iii. For refusal of a Commercial Customer or Food Service Customer to provide the company with necessary testing data required pursuant to paragraph 19 of this Section, and the Customer denies the Company access a provided therein.
- iv. For misrepresentations in the Application as to the Premises to be supplied or as to any other material fact.
- v. For denial to the Company of reasonable access to the Premises for purposes of inspection.
- vi. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.

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- vii. 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.
- viii. For any violations of, or failure to comply with, the Regulations of the Company with respect to sewer service.

13. Those Company employees who normally perform the termination of service will be authorized to dispatch an employee to the Premise to accept payment.

14A. The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise, by the close of the following regular Company business day after any of the following:

- i. Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge and reimbursement of all expenses incurred by the Company in disconnecting and reconnecting service.
- ii. The elimination of condition that warranted disconnection of service; or

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iii. Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan.

14B. If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:

- i. If reinstatement of service is requested the same day, the Customer must notify the Company no later than 12:30 P.M., and the Customer must make payment in the Company's business office or provide proof of payment; and
- ii. The Company may require that the Customer sign an agreement to pay the Company's incurred costs for reinstatement of service if it occurs after normal company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

14C. If a guarantor is required by the Company in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the Customer's bill in case of the Customer's default.

14D. The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under these tariffs unless that bill is more than fourteen days past due.

15. Expenses incurred by the Company in disconnecting and reconnecting service will be the Company's actual out-of-pocket costs.

16. Any employee of the Company whose duty requires him to enter upon private property will only enter into the dwelling or structure of any Customer after obtaining permission from a person holding himself or herself as being responsible for the

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dwelling or structure, and will voluntarily, show his Company photo I.D. and state the reason for his visit. The employee or agent shall, in all cases, direct himself to a person holding himself as being responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.

This Rule shall not be construed to prevent the Company from discontinuing service, as specified in Rule 12(C) of these Regulations, to a Customer for the unreasonable denial of access to a dwelling or structure required for the rendering of utility service in accordance with the Company's tariff approved by the Public Utilities Commission. This Rule shall also not be construed as limiting or eliminating property rights granted to this Company by easement or other estates or interests in land.

17. Complaints with regard to the character of the service furnished or the 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. 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.

18. All Service Charges made by the Company for sanitary sewer service, whether at a fixed rate, water consumption rate or any other feasible method shall be uniform throughout any particular municipality or township serviced by the Company. Any Customer whose sewage exceeds characteristic intensity parameters of the Customer's billing classification must, within 10 days of the date of the written notice elect (i) to install the necessary "pre-treatment" devices or other equipment required by the Company to maintain the sewage characteristics necessary to stay within its original classification. Such devices or other equipment must be installed and operable within 25 days after choosing This option; (ii) be transferred to the appropriate billing classification for the characteristic intensity of the sewage then being discharged into the Company's system, or (iii) enter into a Special Contract with the Company for the treatment of the Customer's sewage. If necessary and upon reasonable notice and request by the Customer, the Company may allow additional time for the installation and operation of "pre-treatment" devices if that election is made by the customer.

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19. All Commercial Customers and Food Service Customers shall be required to send to the Company, within 60 days after it occupies a Premises and thereafter at intervals reasonably determined by the Company, or the customer, certified test results from an independent testing laboratory, providing the Company with the chemical characteristics of its sewage discharge. The results shall include, but are not limited to the following: (1) BOD-5; (2) suspended solids; (3) peaking factors; (4) pounds of phosphorus; and (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. Any such tests required by the Company to be conducted after said initial test which do not indicate results that would require pretreatment, reclassification or a special Contract as required above in paragraph 18 of This Section will be paid for by the Company; otherwise, all such tests will be at the sole cost and expense of the Customer. If the Customer fails to provide the Company with such data, the Company will request in writing that the tests be conducted within 10 days. If the Customer fails to conduct such tests within said 10 days, the Company may then conduct such tests and charge the Customer for the Company's out of pocket costs of performing such tests. If the Customer refuses to make the tests and refuses to allow the Company to make such tests, the Company will have the right to disconnect the Customer pursuant to paragraph 12C of this Section.

Notwithstanding anything contained herein to the contrary, any Customer as of the effective date of these Rules and Regulations will not be required to pay for the first test which the Company requires the Customer to conduct under this Paragraph 19.

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20. The Company reserves the right at any time to alter, amend or add to the Regulations set forth in This or the preceding Section or to substitute other regulations, and all such alterations, amendments or additions will be filed with the Public Utilities Commission of Ohio as provided by law.

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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 federal, state or local governments and as set forth by the Company.

2. Each application shall state truthfully and accurately 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 and 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 the 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 shall contain, if known, the name of the new Customer and/or Owner.

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6. At such time as 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.

7. The Customer in whose 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.

8. All final bills rendered upon termination of the sanitary sewer service contract must be paid within fourteen (14) days from the date mailed.

9. 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.

10. 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.

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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. Residential Customers who pay the yearly service charge in advance at the time the first quarterly bill is due will receive an immediate prepayment discount of \$30.00.

4. 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.

5. 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 has the right to obtain and use a Customer's water meter readings from their local supplier of water to determine a Customer's actual water consumption and related periodic Service Charge. The Company in the normal course of its operations will, on an annual basis, adjust all Service Charge which are calculated on a Mcf rate to reflect a Customer's actual water consumption in the prior

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year. The adjustment will be made once the Company obtains the Customer's prior year's water meter readings. The actual consumption for such prior year will be compared to the Customer's estimated difference between the estimated Service Charge and the actual Service Charge 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.

6. All bills are due and payable to the office of the Company within fourteen (14) days as shown on the bill. 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) day, the service may be discontinued upon fifteen (15) days written notice to the Customer.

7. 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 service charge. Interest will be payable on such deposits at the rate of five percent (5%) per annum after the same have remained on deposit 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 of facilities other than the Company's system.

8. When a check that has been received as payment for services is returned dishonored by a bank or other similar financial institution, a charge of \$10.00 will be assessed against the Customer to cover the cost of processing the transaction providing a Customer's

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check was properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company return the dishonored check or may be charged a a Miscellaneous Charge on the Customer's next bill.

9. 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, 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, as the case may be, Service Charge will be based upon the then applicable rate. The Company will be entitled to recalculate a Customer's Service Charge and submit to such Customer a bill for the period which is being adjusted. In the event of any recalculation of a Customer's bill pursuant to this paragraph, the Company shall allow the customer up to the same period of time as that for which the customer was previously undercharged to pay for any additional charges found due and owing pursuant to this paragraph. However, in the event of any misrepresentation by the Customer, payment will be due within 15 days of receipt of the adjusted bill.

10. Apartment unit separately owned such as, but not limited to condominium type ownership, may be deemed to be separate Customers.

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Section 3(D)
First Revised Sheet No. 10

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 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 repair, 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 hour after the work has been performed. With the exception of emergency repair, 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 determine such specifications shall include the right to determine the size and material of all pipes or conduit used in connection therewith. The Company may reasonably establish the nature of all inspections to be required for any work described above, and may also determine the length of time required for the inspection. The Company will be entitled to charge a fee to inspect such work equal to the actual cost to inspect the work performed, which fee shall be the actual hourly rate(s) charged by the person conducting the inspection plus cost of materials, smoke tests and dye tests. The inspection fee charged hereunder cannot exceed the rate commonly charged in Cuyahoga County for an inspector with similar skill. An itemized bill of such charges will be provided to the Customer.

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

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3. Any connection to a Main 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' supervision. 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 rate charged by the person conducting the inspection plus reasonable out of pocket expenses. 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. The Company prior to commencement of any work hereunder shall estimate the amount of the total cost and upon demand prior to commencement of such work the Customer shall forthwith pay the total of such costs to the Company. Upon the completion of such work the Company shall determine the actual cost of such work and shall make the appropriate adjustments, upwards or downwards. Any additional sum due must be paid upon demand and any refund due a Customer will be made immediately upon completion of such work.

4. 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 Lateral, and/or Service Lines. Until inspected by the Company, no customer shall backfill or cover up any work being performed. Should the work be covered prior to being inspected by the Company, the Customer must elect to either provide special tests of a type and in a manner as reasonably determined by the Company, or uncover the Main, Lateral or Service Line upon which the work was performed before the Company will approve any such work. Such work or tests, as the case may be, must be conducted within 14 days after written notice from the Company.

Should the Customer fail to comply with the provisions of this Provision, the Company will not be required to provide service to such person and may, upon fifteen (15) days advance written notice, disconnect

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the new connection from it Main and charge the person for all out of pocket costs incurred by the Company, including, but not limited to the cost of inspection and the work required to disconnect the service line.

5. The Company will be entitled to charge and Applicant in advance 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 the costs, the date the work was performed and the hourly rate charged by the person conducting the work on behalf of the Company. The Company will refund the balance of the Customer's advance payment or bill the Customer for the outstanding balance, as the case may be.

6. The Company reserves the right to require any Customer conducting new construction (including additions and remodeling) to provide "As Built" drawings showing the location of any new or modified Service Lines, Laterals, Connections, Test T's, Manholes, grease traps, clean-outs and/or other inspection locations located at the Customer's Premises. "As Built" drawings must be provided at the time of inspection and prior to occupancy.

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First Revised Sheet No. 12

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 provisions 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 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.

ii. "Related Facilities" means all fittings, valves, connections and backup plant associated with the Main extension and required in accordance with reasonable utility engineering practice 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 the construction shall be done by the Company or by contractors acceptable to the Company.

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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.

7. 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 of tax impact in accordance with This rule. Such estimate shall be included in the terms and conditions of this 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 capacity in excess of that required to provide adequate service to the Applicant. If the Company installs Mains or Related 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.

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 contribution and advances.

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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. The cost of the 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 Advances 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. A balance remaining at the end of the fifteen (15) year period shall otherwise become non-refundable.

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

13. The aggregate refund 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 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 the agreements.

15. 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.

16. 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.

17. In an instance where the new service requirements of an Applicant or Customer or both do not require a Main extension as defined in Section 3(E) but do require the Company to provide new or additional facilities, or both to meet such Applicant's or Customer's service requirements (new or modified), such new or additional facilities will be deemed "Related Facilities" (even though a "Main Extension" is not required) and will include all fittings, pumps, equipment, valves, connection, and other facilities and back up plant and equipment including modifications and adjustments to Mains or the replacement or the construction of additional Mains, specifically necessary in accordance with reasonable utility engineering practices to provide adequate service to such Applicant or Customer, as the

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case may be. In any such event, the Company may enter into an agreement with the Customer or Applicant, to pay the Company for its cost to provide such Related Facilities or Mains, or both as contributions or advances in aid of construction of such Related Facilities or Mains or those terms are used in Section 3(E).

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 pursuant to Section 3(E) of these Rules and Regulations, 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 paragraph (11) of Section 3(E) of 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 paragraph (11) of Section 3(E) of 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 paragraph (11) of Section 3(E) of these Rules and Regulations.

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P.U.C.O. #4

Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

Sewer Service
Section 3(F)
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(d) The Company shall enter into a written agreement with the subsequent Applicant.

(e) Refund 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 assignee or other successors in interest where the Company has received notice of such assignment or 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 Subsequent Applicant's fee has been refunded, or when the cumulative amount refunded pursuant to paragraph (11) of Section 3(E) of 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 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.

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.

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Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

Sewer Service
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WOODBРАН REALTY CORPORATION
3439 West Brainard
Woodmere, Ohio 44122
(216) 831-1070

APPLICATION FOR SEWAGE 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 _____ No. of Rooms _____ No. of Persons _____
II. Commercial _____ Type _____ No. of Employees _____
III. Apartment _____ Number of Suites _____ Type _____
Bathrooms _____ Other Facilities _____
IV. Food Service _____ Type _____ Number of Employees _____
Square Footage _____

Date of Service Connection Desired: _____

Date of Occupancy: _____

Owner of Premises (if different than above): _____

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Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

Sewer Service
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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.

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P.U.C.O. #4

Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

Sewer Service
Section 3(G)
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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/HER BY THE LAWS OR CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Witnesses

Applicant:

Please Print or Type Name

Signature

WOODBRAN REALTY CORPORATION

Approved and Accepted

By: _____

Its: _____

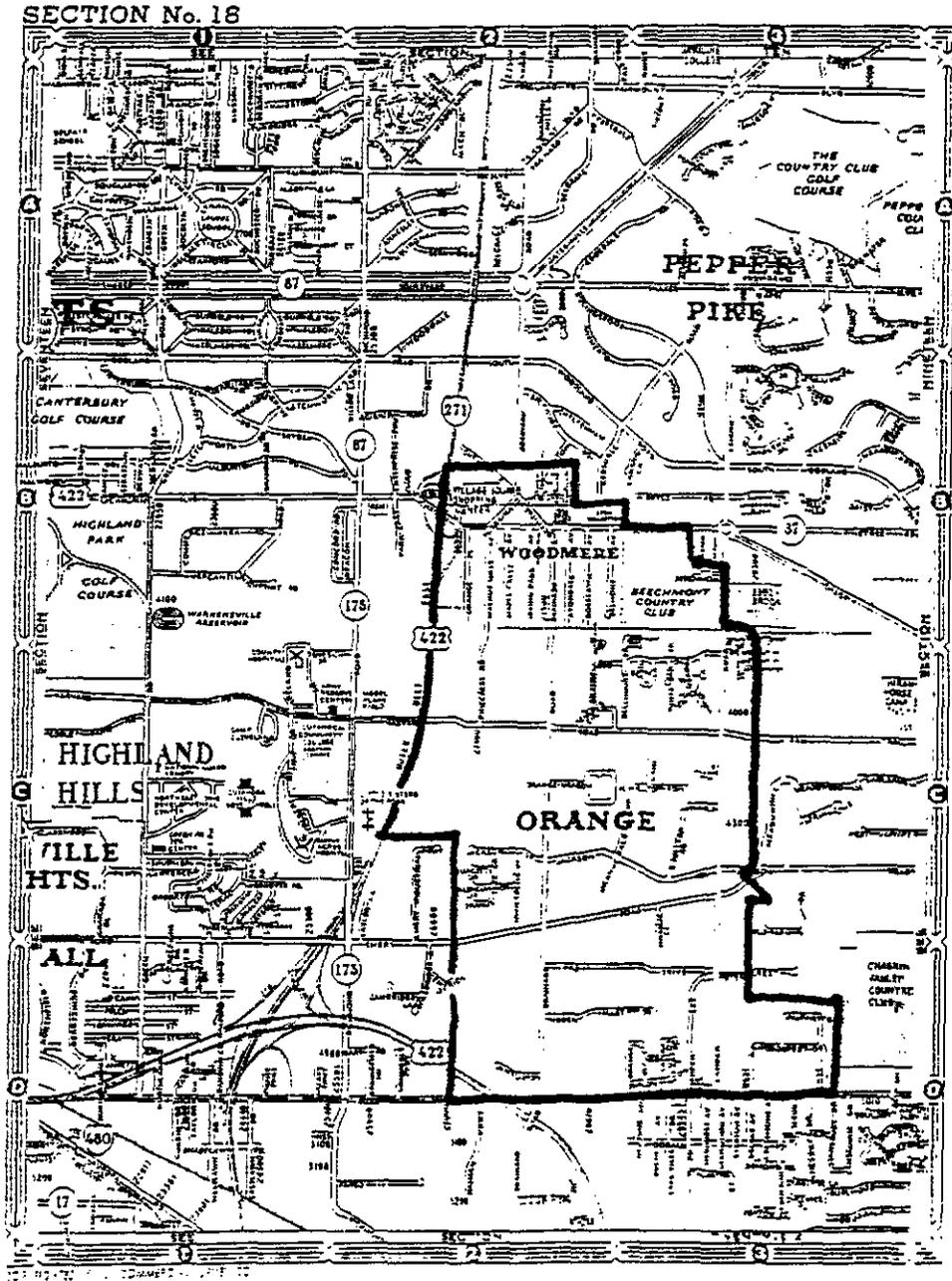
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Woodbran Realty Corporation
3439 West Brainard Road
Woodmere, Ohio 44122

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Telephone 831-1070

WOODBAN REALTY CORPORATION

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

NOTIFICATION OF CUSTOMER RIGHTS

The Public Utilities Commission of Ohio ("PUCO") has requested that all water works and/or sewage disposal companies provide existing and new customers with a summary of the Customer's rights and obligations under our Rules and the PUCO's minimum standards set forth in the Ohio Administrative Code. The following is a summary of various provisions in our Rules and the Ohio Administrative Code. If you need any further information, you can contact this Company at (216) 831-1070 between 9 a.m. and 5 p.m., Monday through Friday.

1. COMPLAINT PROCEDURES: Complaints regarding service and/or a bill should be made to the Company in writing or verbally. All verbal notices should be verified in writing within 24 hours. All complaints should be delivered (mailed) to a representative of the Company. The Company keeps a record of all complaints.

The Company shall report the results to the Customer within ten (10) business days after the date of the receipt of the complaint. A Customer can contact the PUCO if the Customer is not satisfied with the Company's response. The PUCO has a staff to render assistance in all such matters. The PUCO's toll-free number is 1-800-686-7826. The PUCO's TDD number is 1-800-686-1570. The address for the PUCO's Public Interest Center is 180 East Broad Street, Columbus, Ohio, 43266-0573.

2. INSTALLATION OF SERVICE: To obtain sewer service, an Application must be submitted to the Company. The Company is responsible for installing and maintaining lines up to a Customer's property line. The Customer is responsible for installing and connecting the service line to the Company's lateral. The Customer must maintain all sewer lines on its property.

The Customer is responsible for notifying the Company whenever there is a change in ownership and/or use. The notice must contain the date the change(s) will become effective, and the name of the new customer and/or owner of the property.

3. BILLS AND PAYMENT FOR SERVICES: The Company has four Customer classifications: 1) Commercial 2) Apartment 3) Food Service, and 4) Residential. Commercial, Apartment, and Food Service Customers are billed monthly, in arrears. Residential Customers are billed quarterly, in advance. The Residential rate is at a flat rate. All other rates are based upon actual water usage.

Bills must be mailed to the Company at 3439 W. Brainard Road, Suite 260, Woodmere, Ohio, 44122. All bills are due and payable 14 days after the date shown on the bill. Any bill not paid when due,

will be considered delinquent. Non-payment could cause the service to be disconnected. The Customer will be charged for all costs incurred to disconnect and reconnect service. A Customer will be notified in writing, 15 days in advance of any disconnection. A \$10 fee will be assessed for any Non-Sufficient Funds ("NSF") check.

4. DISCONNECTION AND RECONNECTION OF SERVICE. The Company under its Rules and Regulations and the Ohio Administrative Code is permitted to discontinue service to any Customer:

A) Without Notice:

i) For tampering with any Main, Service Line, seal, or other appliance under the control of, or belonging to, the Company.

ii) For connecting the Service Line or pipe directly or indirectly connected to it, with any other source or with any apparatus which may in the opinion of the Company threaten the integrity of the system.

iii) For violating any rule or law which may, in the opinion of the Company or any public authority, create an emergency situation.

B) 24 Hours Notice: The Customer must be given not less than twenty-four (24) hours written notice before service is disconnected for discharging waste not identified in an Application or changing or substantially remodeling the use identified in the Customer's Application, or for the use of service upon any premises not stated in the Application.

Personal delivery of the notice to the Customer's premise shall first be attempted and, only if personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

C) With 15 Days Notice:

i) For nonpayment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required.

ii) For violating any sewer service Regulation of the Company, other than the regulations stated in paragraph (A) of this section.

iii) For refusal of a Commercial or Food Service Customer to provide the Company with test data analyzing the type of waste discharged.

iv) For misrepresentation in the Application as to any material fact;

v) For denial to the Company of reasonable access to the Premises for the purpose of inspection; or

vi) For violation of Federal, State, or Local laws or ordinances where such violation affects the provision of utility service by the Company.

vii) 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.

viii) For any violations of, or failure to comply with, the Regulations of the Company with respect to sewer service.

5. TYPE OF NOTICE:

A. A notice of disconnection shall clearly state all of the following:

i) The earliest date when disconnection could occur;

ii) The reason(s) for disconnection;

iii) The action the Customer must take in order to avoid the disconnection;

iv) The total amount required to be paid, which shall not be greater than the past due balance.

B. Those Company employees who normally perform the termination of service will be authorized to dispatch an employee to the Premises to accept payment.

C. If service is discontinued and the Customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, both of the following conditions apply:

i) If reinstatement of service is requested the same day, the Customer must notify the Company no later than twelve thirty p.m., and the Customer must make payment in the Company's business office or provide proof of payment;

ii) The Company may require that the Customer sign an agreement to pay the Company's incurred costs for reinstatement of service if it occurs after normal Company business hours. This fee shall be collected at the time reinstatement of service arrangements are made or rendered with the Customer's next billing at the Company's discretion.

D. If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the Customer's bill in case of the Customer's default.

E. The Company may not insist upon payment of any current bill, excluding any reconnection charge, before restoring service under this rule unless that bill is more than fourteen (14) days past due.

6. RECONNECTION OF SERVICE: The Company shall reconnect previously disconnected service, unless prevented by circumstances beyond the Company's control, or unless a Customer requests otherwise,

by the close of the following regular business day after any of the following:

A. Receipt by the Company of the full amount of arrears for which service was disconnected, including any required deposit or reconnection charge;

B. The elimination of conditions that warranted disconnection of service; or

C. Agreement by the Company and the Customer on a deferred payment plan and a payment, if required under the plan.

7. SECURITY DEPOSITS: The Company has the right to require from each Customer a Security Deposit in the amount of 130% of a Customer's average monthly bill. If the Company holds the deposit for 180 days or more, the Company shall pay interest at a rate of 5% on the deposit. In order to determine the credit worthiness of a Customer, the Company requests normal credit information and upon verifying the same, will approve of a Customer's Application for service. Credit may be established by any one of the following ways:

a) The Customer is financially responsible and owns real estate that is served by the Company.

b) The Customer shows he is a satisfactory credit risk by providing proof of employment, letters of references and credit card history.

c) The Customer was previously served by another similar utility company within the past 24 months and had a good payment history for the payment of the Utility's bills and such bills were equal to at least 50% of this Company's bill, and since such time has not become financially irresponsible.

d) The Customer has a guarantor who is financially responsible.

8. PHOTO I.D.: Each Customer has the right to request a photo identification of any of the Company's employees whenever the employee and/or agent requests access to the Customer's Premises. The employee shall also state the reason access is requested.

9. AVAILABILITY OF RULES: A Customer can request to review the Company's Rates, Rules and Regulations at the PUCO or at the Company's office during normal business hours.

10. OHIO ADMINISTRATIVE CODE OF MINIMUM STANDARDS: The PUCO has adopted a comprehensive set of minimum standards for sanitary sewage disposal companies which are available for review at the Company's office or from the PUCO upon request.

wrc/custrigh

