

1st reading \_\_\_\_\_  
2nd reading \_\_\_\_\_  
3rd reading \_\_\_\_\_  
Voted On \_\_\_\_\_  
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
PASSED \_\_\_\_\_ DEFEATED \_\_\_\_\_

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PUCO

ORDINANCE NO. 2011-11  
(AS AMENDED)

**AN ORDINANCE  
AUTHORIZING AN AGREEMENT WITH WOODBRAN REALTY  
CORPORATION FOR THE PROVISION OF SANITARY SEWER  
SERVICE WITHIN THE CORPORATE LIMITS OF ORANGE  
VILLAGE.**

WHEREAS, pursuant to a Public Utilities Commission of Ohio ("P.U.C.O.") approved tariff, comprised of portions: issued January 4, 1990, effective January 1, 1990, under the authority of an Order dated December 19, 1989, in Case No. 88-1915-ST-AIR; issued November 1, 1994, effective December 12, 1991, under the authority of an Order dated September 19, 1991, in Case No. 86-2046-WS-COI; and as further filed on November 17, 1994, in Case No. 89-7041-ST-TRF, ("Tariff #4") the Woodbran Realty Corporation, 3439 West Brainard Road, Woodmere, Ohio, 44122, ("Woodbran") provides sanitary sewer service to its customers in Ohio; and

WHEREAS, Woodbran has requested that Orange Village (the "Village") enter into an agreement with Woodbran that would increase the rates as described in Tariff #4 for the provision of such sanitary sewer services within the Village so that a rate case with the P.U.C.O. may be avoided; and

WHEREAS, the Village, as a municipal corporation in the State of Ohio, has the authority, under Section 743.26 of the Ohio Revised Code and Article XVIII, Section 4 of the Ohio Constitution, to legislate the price charged for sewage disposal services and to enter into an agreement with a such a public utility to provide for utility services within the municipality; and

WHEREAS, the Village has engaged certain consultants to study and make recommendations on the requested rate increases; and

WHEREAS, the consultants have found the rates as proposed by Woodbran to be reasonable and would be ordered by the P.U.C.O. in the event a rate case were filed with it; and

WHEREAS, this Council finds and determines that it is in the best interests of the customers of Woodbran to legislate the rates and other terms and conditions for the provision of sewer services within Orange Village.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, COUNTY OF CUYAHOGA, STATE OF OHIO:**

**SECTION 1.** That the following rates shall replace the Rates for Sewage Treatment Service as listed on the 3<sup>rd</sup> Revised Sheet No. 1 in Tariff #4 (as such tariff may be amended or superseded) and be charged by Woodbran Realty Corporation ("Woodbran") for the provision of sewer services in Orange Village:

Flat Rate for Residential Customers	\$145.88 per quarter
Measured Rate - Commercial Service	\$ 66.59 per Mcf
Measured Rate - Multi-Unit Dwelling Service or Apartment	\$ 57.08 per Mcf
Measured Rate - Food Service	\$128.81 per Mcf

**SECTION 2.** That included in the Flat Rate for Residential Customers set forth above is a "Main Repair and Replacement Rider Charge" or "MRR" (as hereinafter defined) in the amount of \$28.13 per quarter, and that Commercial Service Customers, Food Service Customers, and Multi-Unit Dwelling Service Customers shall pay, in addition to the sums set forth above, a MRR Rider Charge monthly in advance in twelve (12) equal installments, such MRR Rider Charge to be the greater of \$550.00 or an amount which is equal to the water used annually by the respective Customer multiplied by the following Mcf rates:

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

and that, for purposes hereof, all sums paid to Woodbran for the "MRR Rider Charge" shall be maintained by Woodbran in a reserve account and used only for the repair, replacement and/or maintenance of sanitary sewer lines located in the Village and owned by Woodbran.

**SECTION 3.** Woodbran shall pay to the Village annually the sum of Six Thousand Five Hundred and 00/100 Dollars (US \$6,500.00) ("Annual Payment"). Except for the year 2011, for which the Annual Payment shall be made by Woodbran to the Village within thirty (30) days of the effective date of this Ordinance. Commencing in January of 2012, and thereafter, Annual Payment(s) shall be paid on or before January 31st of each year and shall be made for each calendar year during which this Ordinance is in effect. The Annual Payments shall be placed in a separate account and used only for matters related to the regulation, management and/or administration of Woodbran's provision of sanitary sewer service within the Village including, but not limited to, the review and negotiation of this rate agreement and any future rate agreements. Woodbran understands and agrees that the Village has advanced, and may in the future advance, funds from the General Fund and may reimburse the General Fund with the funds paid pursuant hereto. The Village agrees to provide records reflecting the expenditure of funds from such account as reasonably

requested by Woodbran and shall permit an audit at reasonable times as reasonably required at the option of Woodbran.

**SECTION 4.** That all other terms and conditions of the provision of sanitary sewer services by Woodbran shall remain as provided for in Tariff #4 (as such tariff may be amended or superseded) as filed with the P.U.C.O., except as modified herein, and that in the event of a conflict between such tariff and the provisions hereof, the provisions hereof shall control.

**SECTION 5.** That at such times hereafter as Woodbran may deem appropriate, Woodbran may deliver to the Village a request (the "Request") to enter into a new rate agreement (the "New Rate Agreement") with the Village increasing the rates (the "Rates") charged for sanitary sewer service, tie-in charges, and other charges within the Village, which Request shall include all documents (the "Supporting Documents") that Woodbran reasonably believes necessary to the Village's consideration of such Request, including (without limitation) schedules prepared by the consultant engaged by Woodbran in conjunction with the Request (the "Company's Consultant") reflecting the proposed Rates, Woodbran's revenue requirements, rate base summary, and proforma operating income statement. For purposes of determining the Rates and assuring the Rate of Return, as defined below, the Request shall take into consideration the following: 1. the operating costs of Woodbran; 2. the fee to be paid the Village under Section 3 herein; 3. other fees paid and to be paid by Woodbran to any other governmental entities; and, 4. Woodbran's Capital Improvement Costs.

"Capital Improvement Costs" shall include the costs of capital improvements Woodbran reasonably determines are necessary to ensure proper sanitary service to Woodbran's customers in the Village and will include (without limitation): i. the actual cost of reasonable and necessary capital improvements that have previously made and for which Woodbran has not been reimbursed; and ii. the reasonable estimated/anticipated cost of reasonable and necessary capital improvements to be made in the future to Woodbran's sanitary sewer system, both within and outside the boundaries of the Village, but not including any new main extensions outside the boundaries of the Village. All "outside" capital improvement costs shall only be assessed to Village residents on a reasonable basis and in a manner consistent with that permitted by the P.U.C.O. in the ratemaking process.

The Rates sought in such Request shall include a rate of return to Woodbran of not less than ten percent (10%) (the "Rate of Return"). The Rate of Return requested by Woodbran shall be calculated on the Company's Capital Improvement Costs, only, in accordance with generally accepted utility rate-setting formulas provided by the laws of the State of Ohio (which may include, without limitation, separate rates for delivery and treatment of sanitary sewage). The Village reserves the right to negotiate the amount of the Rate of Return, understanding that, by law, Woodbran is entitled to a reasonable Rate of Return on its Capital Improvement Costs.

The following is the agreed timeline for action by the parties. Woodbran may, unilaterally, extend its time for action without consequence. The Village may extend its time for action upon the mutual agreement of the parties:

- a. Promptly following the Village's receipt of the Request and Supporting Documents, the Mayor shall, and is hereby authorized and directed to, solicit proposals of consultants qualified to assist the Village in its evaluation of the Request and Supporting Documents. The proposals of the consultants shall include an evaluation of whether the Supporting Documents are sufficient to evaluate the Request, or, if additional information will be required, what additional information should be requested from Woodbran. At the next regularly scheduled Council meeting following the forty-fifth (45<sup>th</sup>) day after the Village receives the Request and Supporting documents, the Council shall, by motion, engage its Consultant (the "Village Consultant"), if Council determines that it desires to consider the request.
- b. Promptly following its retention of the Village Consultant, the Village's Treasurer and the Village Consultant shall commence review of the Request and Supporting Documents and, by no later than seven (7) days after the retention of the Village Consultant, the Village shall deliver to Woodbran a written request (the "Additional Supporting Document Request") for such additional documents as the Village and the Village Consultant reasonably deem necessary to evaluate the Request. In the event that the Village fails to so deliver to Woodbran its Additional Supporting Document Request, the Village shall be deemed to have waived its right to deliver the Additional Supporting Document Request.
- c. The Village Consultant may, upon reasonable advance notice, inspect Woodbran's plant and facilities to verify that: (i) capital improvements purported to have been made previously for which Woodbran seeks reimbursement have in fact been made, (ii) capital improvements to be made in the future are reasonably required, and (iii) the Capital Improvement Costs are reasonable.
- d. By no later than twenty-one (21) days following its receipt of the Additional Supporting Document Request, Woodbran shall respond thereto (the "Additional Supporting Document Response") by delivering to the Village copies of all documents requested in the Additional Supporting Document Request or, if Woodbran does not provide some or all of the documents requested in the Additional Supporting Document Request, Woodbran shall by such date deliver to the Village a written explanation for its non-delivery of such documents.
- e. By no later than thirty (30) days following the later of the Village's waiver of

its right to submit an Additional Supporting Document Request to Woodbran or Woodbran's Additional Supporting Document Response, the Village shall deliver to Woodbran the Village Consultant's preliminary report (the "Preliminary Report") responding to the Request, which Preliminary Report shall include a recommendation for Rates that provides for the Rate of Return using accepted utility rate-setting formulas provided for by the laws of the State of Ohio and taking into consideration reasonable and necessary Capital Improvement Costs.

- f. By no later than twenty-one (21) days following delivery of the Preliminary Report, Woodbran shall deliver to the Village its response to the Preliminary Report (the "Preliminary Report Response"). Within fourteen (14) days thereafter, Woodbran, Woodbran's Consultant, a representative of the Village and the Village Consultant shall meet (the "Consultant Meeting") to review the Preliminary Report and Preliminary Report Response and make a good faith effort to reach a mutually acceptable understanding regarding the recommended Rates to be included in the Village Consultant's final report (the "Final Report") to be made to the Village regarding the Request.
- i. In the event that Woodbran and the Village Consultant reach such a mutually acceptable understanding, then by no later than fifteen (15) days following the Consultant Meeting, the Village Consultant shall deliver to Woodbran and to the Village Council the Final Report, which Final Report shall include a recommendation for Rates consistent with such understanding. Thereafter, but in no event later than the next regularly scheduled Village Council meeting that is no less than seven (7) days following delivery of the Final Report, legislation to approve the Request, or approve the Request as modified by the Final Report, shall be introduced before the Village Council, which legislation shall authorize the Village's Mayor to enter into a New Rate Agreement with Woodbran. Council shall either enact or defeat such legislation within the next sixty-five (65) days after its introduction.
- ii. In the event that Woodbran and the Village Consultant are unable to reach such a mutually acceptable understanding, or if the Council does not enact the legislation introduced to Council pursuant to the prior paragraph, the Request will be deemed denied and Woodbran shall have the right to seek a rate increase from the Public Utilities Commission of Ohio.
- g. In the event that the Village fails to comply with the times for its action set forth above without Woodbran's agreement, Woodbran shall have the right to

seek a rate increase from the Public Utilities Commission of Ohio.

- h. Nothing herein shall prohibit, limit or foreclose the ability of the Village or any person to act in accordance with the laws of the State of Ohio in regards to utility ratemaking or political subdivision authority to regulate utility services within the Village's geographical limits.

SECTION 6. Without limitation, the Village may from time to time request that Woodbran allow the Village or its agents to perform an audit whereby Woodbran shall provide open access to its books, records and technical/engineering information of all of Woodbran's accounts and operations within the Village and those accounts and operations external to the Village that effect either Woodbran's rates charged to Customers in the Village or services provided to the Customers in the Village (including Capital Improvement Cost and other capital improvements issues). Information and access to books and records shall be made available to the Village by Woodbran at reasonable times, in a reasonably understandable format and in a reasonable geographically convenient location within thirty (30) days of such request by the Village for such audit information.

SECTION 7. That if Woodbran Realty Corporation agrees to the terms set forth herein it shall indicate same by signing this document in the space designated below.

SECTION 8. That if the Mayor agrees to the terms set forth herein she shall indicate same by signing this document in the space designated below.

SECTION 9. That the actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 10. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 8, 2011

Mark A. Parkes  
Council President

Submitted to the Mayor for approval on this 8<sup>th</sup> day of June, 2011

Approved by the Mayor this

8<sup>th</sup> day of June, 2011

**ORDINANCE 2011-11  
(AS AMENDED)**

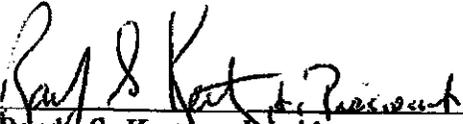
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ATTEST:

  
\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  


AGREED:

  
\_\_\_\_\_  
Randy S. Kertesz, President  
Woodbran Realty Corporation

  
\_\_\_\_\_  
Kathy U. Mulcahy, Mayor  
Orange Village, Ohio

**VILLAGE OF WOODMERE**

**OHIO**

**ORDINANCE NO. 2010-71**

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

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

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

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

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

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

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

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

PASSED: Dec. 15, 2010

Herald J. Curran  
Herald Curran, Acting President

Charles E. Smith, Jr.  
Charles E. Smith, Jr., Mayor

Approved as to Legal Form

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

ATTEST:

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

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

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

## RATE AGREEMENT

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

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

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

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

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

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

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

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

### I. RATES FOR SEWAGE TREATMENT SERVICE

#### A. Sewage Rates by Customer Class and Billing Period.

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

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

**B. Minimum Charge**

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

\* Charge per thousand cubic feet of water consumed.

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

**K. Main Repair and Replacement Rider Charges.**

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

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

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

\* Charge per thousand cubic feet of water consumed.

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

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

4. Pursuant to Section 3(g) of the Authorization Ordinance:
  - a. the rates set forth in Section I(A) of the Rules and Regulations as amended by this Agreement:
    - i. may be temporarily increased by Woodbran on an emergency basis to allow for the payment of unforeseen expenses and/or capital improvements (collectively, "Unforeseen Costs") resulting from but not limited to Force Majeure, provided that: (i) for purposes hereof "Force Majeure" shall mean any cause or causes beyond Woodbran's control, including, but not limited to, increase in labor costs, labor disputes, disruptions to capital markets, civil commotion, war, fire or other casualty, shortage of supplies and materials, governmental regulations, modifications to its NPDES permit requirements or acts of God, and (ii) such temporary increase shall be subject to confirmation by the Village Consultant ("Unforeseen Cost Confirmation") that such Unforeseen Costs are reasonable and have not been, or will not be, incurred as a consequence of Woodbran's gross negligence or Woodbran's criminal conduct (provided, however, that in the event that the qualified consultant retained by the Village to assist the Village in its evaluation of such increase (the "Village Consultant") fails to state in writing delivered to Woodbran within ten (10) days following Woodbran's request for such temporary increase that the proposed Unforeseen Costs are unreasonable and/or have been, or will be, incurred as a consequence of Woodbran's gross negligence or Woodbran's criminal conduct and the basis for such determination, such failure shall be deemed an Unforeseen Cost Confirmation).
    - ii. shall be subject to a pro rata increase effective July 1 of each year commencing 2012, to reimburse Woodbran for any increase over the course of the preceding 12-month period in the actual cost of *chemicals utilized in the operation of Woodbran's sanitary sewer facility* from the costs of such chemicals during the twelve-month period that preceded such 12-month period.
    - iii. shall be subject to a pro rata increase effective July 1 of each year commencing 2012, to reimburse Woodbran for any increase over the course of the preceding 12-month period in the actual cost of utilities utilized in the operation of Woodbran's sanitary sewer facility from

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

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

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

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

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

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

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

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

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

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

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

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

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

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

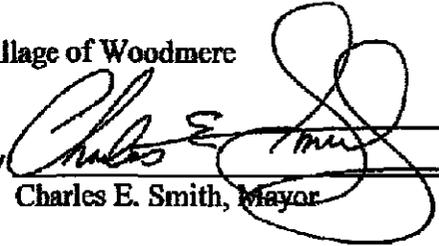
"Woodbran"

Woodbran Realty Corporation

By:  its President  
Randy Kertesz, President

"Village"

Village of Woodmere

By:   
Charles E. Smith, Mayor

Approved as to Legal Form:

\_\_\_\_\_

**EXHIBIT 1**

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

**(as amended January \_\_, 2011)**

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

**Company.** Woodbran Realty Corporation, an Ohio Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

operation of their respective Service Line.

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

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

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

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

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

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

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

## RATES AND CHARGES

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

### I. RATES FOR SEWAGE TREATMENT SERVICE

#### A. Sewage Rates by Customer Class and Billing Period.

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

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

**B. Minimum Charge**

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

\* Charge per thousand cubic feet of water consumed.

**II. ADDITIONAL RATES AND CHARGES**

**A. Clean Water Charge**

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

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

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

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

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

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

**B. Customer Service Call Charge**

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

**C. Service Lines Lateral and Main Cleaning Charge**

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

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

**D. Redevelopment Charge**

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

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

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

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

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

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

E. Temporary Use or New Construction Charge

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

F. Testing Charge

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

**G. Woodmere Mains**

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

**H. Water Meter Readings Charge**

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

**I. Collection Costs**

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

**J. Related Facilities Charge**

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

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

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

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

**K. Main Repair and Replacement Rider Charges.**

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

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

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

\* Charge per thousand cubic feet of water consumed.

## GENERAL REGULATIONS GOVERNING SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Facilities.**

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

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

**A. Without notice:**

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

purposes of inspection.

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

**B. With notice:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONTRACTS FOR SEWAGE SERVICE

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

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

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

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

## BILLS AND PAYMENTS FOR SERVICES

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

dishonored by a bank or similar financial institution, a charge of \$50.00 plus the Company's administrative costs, will be assessed against the Customer to cover the cost of processing the transaction providing a Customer's check was properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company returns the dishonored check or may be charged as a Miscellaneous Charge on the Customer's next bill.

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

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

## SERVICE LINES, LATERALS AND TRUNK MAINS

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

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

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

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

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

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

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

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

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

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

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

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

## MAIN EXTENSIONS

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

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

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

3. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SUBSEQUENT CONNECTIONS, SERVICE CONNECTION AND TAP IN FEES

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

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

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

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

EXHIBIT "A"

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

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

OWNER: \_\_\_\_\_ PHONE: (    ) \_\_\_\_\_ - \_\_\_\_\_

ADDRESS: \_\_\_\_\_ SUBLOT: \_\_\_\_\_

PERMANENT PARCEL NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*\*\*Office Use\*\*\*

**PART 1: - APPLICATION FOR SEWERAGE DISPOSAL SERVICE**

\$1,700.00 Tap-In Fee

(Checks made payable to Woodbran Realty Corporation)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Woodbran Realty Corporation

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

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

\$130.00 Inspection Fee

(Checks made payable to Cuyahoga County Sanitary Engineer)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Woodmere Village Building Department

EXHIBIT "B"

**WOODBРАН REALTY CORPORATION**

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

APPLICATION FOR SEWER DISPOSAL SERVICE

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

Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Permanent Parcel Number Desiring Service: \_\_\_\_\_

Type of Service:

I. Residential \_\_\_\_\_ Number Rooms \_\_\_\_\_ Number Persons \_\_\_\_\_

II. Commercial \_\_\_\_\_ Type \_\_\_\_\_ Number Employees \_\_\_\_\_

III. Apartment \_\_\_\_\_ Number of Suites \_\_\_\_\_ Type \_\_\_\_\_

Bathrooms \_\_\_\_\_ Other Facilities \_\_\_\_\_

IV. Food Service \_\_\_\_\_ Type \_\_\_\_\_

Number of Employees \_\_\_\_\_ Square Footage \_\_\_\_\_

Date of Service Connection Desired: \_\_\_\_\_

Owner of Premises (if different than above): \_\_\_\_\_

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

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

Has Applicant Ever Received Service from WOODBRAN REALTY CORPORATION? \_\_\_\_\_

**CREDIT INFORMATION**

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

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

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

**CREDIT REFERENCES**

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

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

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

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

Applicant:

\_\_\_\_\_  
Please Print or Type Name

\_\_\_\_\_  
Signature

WOODBAN REALTY CORPORATION

Approved and Accepted

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "C"

WOODMERE LINE MAP

# Village of Woodmere - Sanitary Sewer Service Area

PEPPER PIKE

BEACHWOOD

West Braithard Rd

Chagrin Blvd

Melbourne Ave

Virginia Rd

Maryland Ave

Florida Ave

PEPPER PIKE



## Legend

Street centerline

Woodmere Owned  
Sanitary Sewer Mains

NOTE: MAP IS NOT TO SCALE

ORANGE

Maplecrest Rd

Irving Park Rd

Braithard Rd

Avondale Rd

Roselawn Ave

Belmont Rd

W  
O  
O  
D  
M  
E  
R  
E

ORANGE

ORANGE

Map provided by:

**CVE** CHAGRIN VALLEY  
ENGINEERING, LTD.  
Creative Engineers. Intelligent Solutions.

EXHIBIT "D"

WOODMERE TIE-IN LETTER

\_\_\_\_\_, 201\_

TO WHOM IT MAY CONCERN:

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

ATTENTION:

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

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

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

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

Sincerely,

WOODBРАН REALTY CORPORATION

Randy S. Kertesz  
President

I have acknowledged and agreed to the above.

\_\_\_\_\_  
Homeowner/Customer  
Date: \_\_\_\_\_

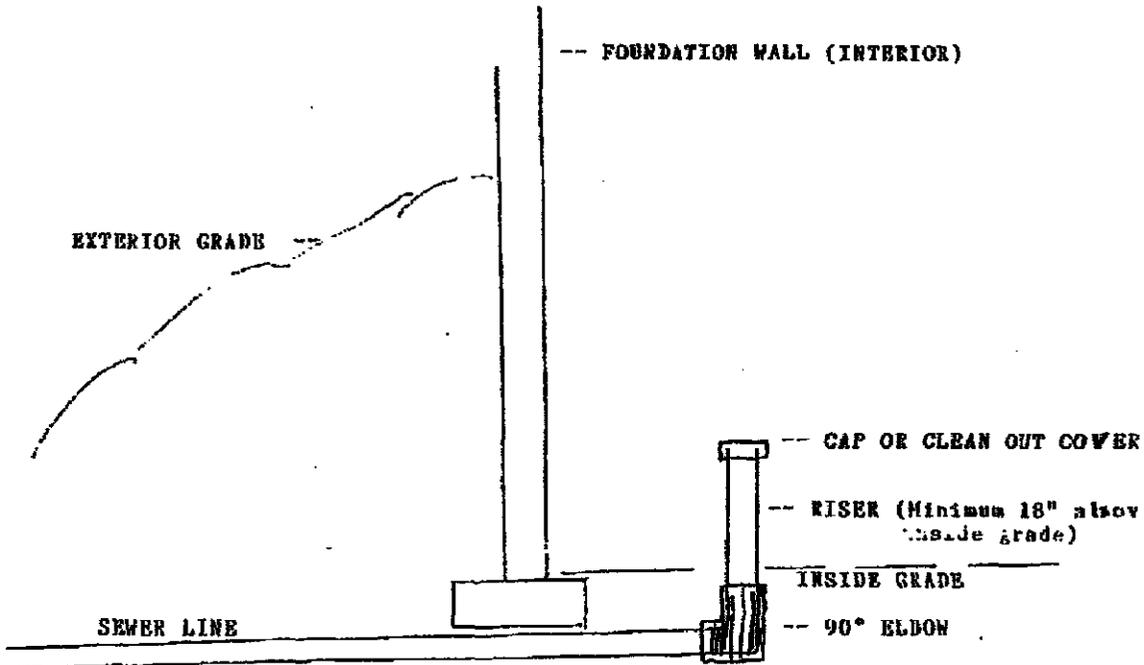
\_\_\_\_\_  
Contractor  
Date: \_\_\_\_\_

Telephone 831-1070

# WOODBAN REALTY CORPORATION

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

## TIE-IN INSTRUCTIONS



**BUILDER: PLEASE RETAIN THESE INSTRUCTIONS FOR YOUR CONTRACTOR.**

**RECEIVED**

INTRODUCED BY:

NOV 08 1995

ORDINANCE NO. 1995-42

**Energy & Water Division**

AN ORDINANCE AUTHORIZING THE VILLAGE OF WOODMERE, OHIO, TO ENTER INTO A CONTRACT WITH WOODBRAN REALTY CORPORATION CONCERNING THE ADOPTION OF RULES AND REGULATIONS ESTABLISHING RATES AND PROVISION OF SANITARY SEWER SERVICE IN THE VILLAGE OF WOODMERE FOR THE PERIOD OF JANUARY 1, 1995 THROUGH DECEMBER 31, 1997, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Woodmere, Ohio (the "Village"), has cooperated with Woodbran Realty Corporation ("Woodbran") to allow Woodbran to adopt certain rules and regulations governing the operation of Woodbran's sewage treatment plant within the Village of Woodmere; and

WHEREAS, this Ordinance is subject to Ordinance No. 1992-10, the Franchise Ordinance, and is necessary in order to provide for the full implementation of the rates and charges set forth in the attachment hereto; and

WHEREAS, the Village is desirous of entering into a contractual arrangement with Woodbran for sanitary sewer service in order to ensure the continual operation of Woodbran's treatment plant and facilities pursuant to reasonable rules and regulations governing the operation of Woodbran's plant and facilities, and further provide for required improvements for the protection of the peace, health, safety and welfare of the residents of the Village.

NOW, THEREFORE, Be It Ordained by the Council of the Village of Woodmere, County of Cuyahoga, State of Ohio, that:

Section 1: The Council hereby authorizes the Mayor, on behalf of the Village, to enter into a contract with Woodbran upon the terms and conditions contained in this Ordinance. This Ordinance, along with Ordinance No. 1992-10, will constitute the entire agreement between the parties upon acceptance by Woodbran. In accordance with Article 18, Section 4, of the Ohio Constitution and the applicable enabling sections of the Ohio Revised Code and the Charter and laws of the Village, this contractual agreement shall and the same is hereby declared to be in full force and effect by and between the Village and Woodbran Realty Corporation effective January 1, 1995.

Section 2: The Rules and Regulations governing the operation of Woodbran, its plant and facilities will be in effect for a period beginning January 1, 1995 and expiring on December 31, 1997, unless amended as provided in Section 3 below. The Rules and Regulations which will take effect are incorporated herein by reference (the "Rules and Regulations") and a copy is attached to the original of this Ordinance.

Section 3: Subject to the approval of Council, the Rules and Regulations may be amended at the request of either the Village or Woodbran. The Village Council will designate one Council representative who will meet with Woodbran to review the Rules and Regulations if and when a request by either party is made to amend the Rules and Regulations. Any proposed amendments to the Rules and Regulations must be submitted to the Council by Woodbran or the Council's representative in legislative form in time to be voted on within three months from the date of the submission. Until any such amendment becomes effective, the then existing Rules and Regulations shall remain in full force and effect, unless otherwise determined by Council.

Section 4: The rates for the period beginning January 1, 1995 and expiring on December 31, 1997 are hereby set as follows:

<u>Classification</u>	<u>Total</u>
Residential	\$75.00/quarter
Apartment	43.97/MCF
Commercial	52.75/MCF
Food Service	98.89/MCF

Should a change in rate be desired during the term hereof, the party seeking said changes must notify the other party in writing at least ninety (90) days before it wishes the proposed rate change to go into effect. Rates shall be established using accepted utility rate-setting formulas provided for by the laws of the State of Ohio and approved by Council prior to becoming effective. Woodbran agrees to pay all reasonable legal and professional expenses to review, examine and establish fair and equitable rates for services, tie-in charges and all other charges made by the Company and to recommend to Council the adoption of such rates and charges in the event the payment required in Section 8 hereof is insufficient to cover the cost of said review.

Tap-in Fee. Any residential customer whose property is connected to the Woodmere mains shall pay to Woodbran in cash or certified funds the sum of \$1,350 as a related facilities charge. This charge will not be increased so long as the Company has an operating franchise in Woodmere. The tap-in fee established herein at \$1,350 shall be used in place of the \$1,700 tap-in fee established in Ordinance No. 1992-10, which Ordinance is modified hereby to reflect such change. The charge must be paid to the Company in full upon approval by the Company of the customer's application and prior to the customer beginning any work related to connecting such customer's property to any of the Woodmere mains.

Section 5: Woodbran agrees to continuously pay all reasonable expenses of an engineer to be retained from time to time by the Village for the purpose of monitoring the rates charged by Woodbran and inspecting the operation of Woodbran's treatment plant and facilities,

provided such engineer is a person other than the Village's Engineer retained by the Village pursuant to Codified Ordinance No. 143.03(a). Woodbran further agrees to file operation reports as reasonably requested by the Village and shall permit an audit at reasonable times to verify income and expenses as reasonably required at the option of the Village, at the cost of Woodbran.

Section 6: As a part of the Rules and Regulations of the Company, provision shall be made for an appeal process to resolve any complaints of any user of the system with the Village Council as final administrative authority.

Section 7: Both the Village of Woodmere and Woodbran Realty Corporation hereby affirm their intention to discharge fully and completely any and all duties and obligations, relative to the maintenance and improvement of the sewer facility serving the Village, which have been imposed upon them by federal, state or local laws and regulations or by judicial order or decree.

Section 8: The Company shall pay to the Village annually a sum of money equal to five percent (5%) of the net profit earned from the Woodmere customer base or the sum of five thousand dollars (\$5,000), whichever is greater. The payment shall be paid on January 31 of each year for the preceding year and shall be made for each calendar year during the term of this franchise, which funds shall be placed in a separate account and used only for matters related to the provision of sanitary sewer service within the Village including, but not limited to, the rate review referred to in Sections 4 and 5 hereof.

Section 9: Woodbran agrees to pay any increased costs of Woodmere Village Municipal insurance as a result of the operations of the Treatment Plant.

Section 10: The signing of a copy of this Ordinance by the proper officials of both the Village of Woodmere and Woodbran Realty Corporation shall constitute a contract between both parties.

Section 11: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 12: The existing Ordinance No. 1992-11 be and the same is hereby repealed.

ORDINANCE NO. 199541

Section 13: This Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: April 19, 1995

*Carolyn J. Patrick*  
Carolyn J. Patrick, President of Council

ATTEST:

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

APPROVED:

*Bettie J. Perry*  
Mayor Bettie J. Perry

I, Sheryl Blakemore, as Clerk of Council of the Village of Woodmere, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 199541, adopted by the Council of said Municipality on the 19th day of April, 1995.

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

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

revised 8/95

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## DEFINITIONS

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

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

Application. A request made by an Owner to the Company for sanitary sewer service for any Premises.

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 an adjacent structure under different ownership, except in the case of condominium associations, shall each be regarded as a separate building.

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

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

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

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

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

Commercial Customer. Customer engaged in general business and/or commercial activities whose sewage has a characteristic intensity in excess of the parameters set forth for Non-Domestic Sewage. For the purposes of this section, "general business and/or commercial

activities" does not include any operation involving the preparation, packaging, cooking, sales, service or treatment of any food product.

Company. Woodbran Realty Corporation, an Ohio Corporation.

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

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

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

Domestic Sewage. Sewage resulting from normal household activities including, but not limited to, wastes from drinking fountains, toilets, urinals, bathtubs, showers, lavatories, 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, and a 1 to 3 peaking factor.

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

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

Lateral. Any pipe or conduit beginning at a Main, extending onto the Customer's private property, ending at least one (1) foot past the public right-of-way in front of such property in either a "Test T," manhole or other suitable cleanout as approved in advance by the Company. The Company shall be responsible for the operation, repair and maintenance of a Lateral.

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

Miscellaneous. 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 and 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, 200 mp/1 suspended solids, 1 to 3 peaking factor.

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

Person. Person means corporations and associations, including public bodies, as well as natural persons and shall include the plural as well as the similar 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 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 generating sewage from a single-family detached residence and serviced by the Company which does not have a characteristic or intensity in excess of the parameters defined for Domestic Sewage.

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

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

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

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

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

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

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

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

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

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

## RATES AND CHARGES

The Company will be entitled to charge its Customers and Woodmere Customers the rates, charges, fees and deposits set forth throughout these Regulations including, but not limited to, the rates, charges and fees set forth at paragraphs I and II of this Section.

### I. RATES FOR SEWAGE TREATMENT SERVICE

#### A. Sewage Rates by Customer Class and Billing Period

<u>Customer Class</u>	<u>Billing Period</u>	<u>Rate</u>
Residential	Quarterly (in advance)	\$75.00/qtr.
Apartment	Monthly (in arrears)	\$43.97/Mcf*
Commercial	Monthly (in arrears)	\$52.75/Mcf*
Food Service	Monthly (in arrears)	\$98.89/Mcf*

#### B. Minimum Charge

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

\* Charge per thousand cubic feet of water consumed.

### II. ADDITIONAL RATES AND CHARGES

#### A. Clean Water Charge

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

In the event the Customer fails to take corrective action within the time specified and in the event the Company elects not to take corrective action within sixty (60) days from the expiration of the initial ten (10) day period, the Company may take corrective action thereafter but shall not charge the fee beyond one-hundred, twenty (120) days from the commencement of the imposition of the fee.

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

Immediately upon payment of the deposit, the Customer must arrange for the removal of the Clean Water. Once the Clean Water has been removed, the Company will refund the deposit, after having deducted any costs or damages incurred by the Company for the discharge of Clean Water into its system.

Should the Customer fail to promptly arrange for the removal of the Clean Water, the Company shall have the right to remove the Clean Water and deduct from the Clean Water deposit all costs associated with such removal. Such costs may include, but are not limited to, removal, inspections, treatment of Clean Water, Plant balancing charges, testings and other related expenses, and collection costs.

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

#### B. Customer Service Call Charge

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

#### C. Service Lines Lateral and Main Cleaning Charge

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

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

#### D. Redevelopment Charge

If the use of a Customer's Property is changed to a use which increases and/or modifies the amount of potential demand upon the Company's Mains and/or Treatment Facility in excess of the original use described in such Customer's original Application for the Property, then the Company will be entitled to charge such Customer the cost to modify its Mains plus the difference between a new Related Facilities charge and the original of such fee paid (the new charge is hereinafter referred to as a "Redevelopment Charge"). The Redevelopment Charge will be due and payable to the Company on the sooner of the date that the Customer obtains a building permit for the changed use and/or expansion of use, or the date when the Company becomes aware of such change in use, regardless of whether or not a building permit had been obtained.

To determine the Redevelopment Charge, the Company will use uniform engineering design standards. The primary basis for determining the Redevelopment Charge will be the number of residential equivalency units the proposed new use will have, as determined by the Company. That determination will be based on the actual or projected flows as well as BOD<sub>5</sub>, and suspended solid loadings. The basis for one residential equivalency unit will be 400 GPD, 0.17 lbs. per day BOD<sub>5</sub> and 0.20 lbs. per day suspended solids. When the Customer cannot provide the Company with data on its projected new flows and loads, flows and loads will be estimated from table 2-2 of "Process Design Manuals, Waste Water Treatment Facilities for Sewered Small Communities" or similar United States EPA guidelines. Further, the number of residential equivalency units will be estimated on the basis of connected fixture units as determined from table 9101: 2-51-45(A) of the Ohio Plumbing Code, or such other tables or codes which may be applicable in the future, and consideration will be given to whether or not the new wastewater characteristics are significantly different from residential waste water including, but not limited to, factors such as peak loads, flows and oil and grease concentrations. The charge to the Customer for the Company having to modify its Mains will be equal to the Company's cost plus 20%.

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

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

#### E. Temporary Use or New Construction Charge

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

F. Testing Charge

The Company will be entitled to charge a Customer for testing the integrity of a Service Line or the type 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. The charge to the Customer shall be equal to the Company's certified actual costs to perform such tests plus 10% of such costs for overhead, and any related costs of collection.

G. Woodmere Mains

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

H. Water Meter Readings Charge

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

I. Collection Costs

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

J. Related Facilities Charge

(i) Residential. Any Residential Customer whose Property is connected to the Woodmere Mains shall pay to Woodbran in cash or certified funds the sum of \$1,390 as a Related Facilities charge. This charge will not be increased so long as the Company has an operating franchise in Woodmere. The charge must be paid to the Company in full upon approval by the Company of the Customer's Application and prior to the Customer beginning any work related to connecting such Customers Property to any of the Woodmere Mains.

(ii) Food Service, Apartment, and Commercial Customers. Consistent with these Regulations, all Food Service, Apartment, or

Commercial Customers wishing to connect (directly or indirectly) a new or existing structure to the Mains or the Woodmere Mains must pay a Related Facilities Charge in an amount equal to the number of Residential Equivalency units projected by the Company to be required to service such Customer's Property. The charge will be determined by the Company by calculating the number of Residential Equivalency Units and then multiplying that amount by the Company's then current cost to replace the same. Such charge must be paid whether or not the Company then adds additional capacity to its Mains or Treatment Facility.

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

## GENERAL REGULATIONS GOVERNING SERVICE

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

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

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

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

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

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

7. When an Application to install a new sewage service connection or for sewage service or for the reinstatement of sewage service is made to the Company, the Company shall be entitled to assume that the piping and fixtures within the structure from which

the service will be supplied are in full compliance with Federal, State, or local laws, and the Company will not be liable to a customer in any event for any accident, breaks or leakage arising in any way in connection with the supplying of sanitary sewage service.

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

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

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

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

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

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

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

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

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

A. Without notice:

- i. For discharging any type of sewage from the Premises other than the type identified in the Application for service.
- ii. For discharging sewage from a Building or Buildings or Group of Buildings other than those identified in the Application.
- iii. For misrepresentations in the application as to the Premises to be supplied or as to any other material fact.
- iv. For molesting any Main or other appliance under the control or belonging to the Company.
- v. For continued vacancy of Premises.
- vi. For connecting a Service Line or any line or pipe directly or indirectly connected therewith to any lines or pipes carrying, or which are in a position to carry, Clean Waters or other non-sewage wastes, or for permitting infiltration through the Lateral or for

discharging other than Domestic Sewage without the prior consent of the company first had and obtained.

- vii. For denial to the Company of reasonable access to the Premises for purposes of inspection.
- viii. For denial or interference with the Company's legitimate right to inspect the Laterals and/or Service Lines.
- xi. For any other violation of or failure to comply with the Regulations of the Company which may create an emergency situation.

B. With notice:

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

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

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

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

16. Complaints with regard to the character of the service furnished, the rates charged, the application of these rules, termination of service by the Company, or bills rendered, must be made

to the Company's office either in written or verbal form and if in verbal form it must be confirmed in writing within twenty-four (24) hours with a copy forwarded to Woodmere. All written complaints (or written verifications of oral complaints) must be delivered either personally to an authorized employee of the Company or by United States mail. A record of all such complaints will be kept by the Company. The Company shall endeavor to resolve each Customer complaint promptly.

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

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

17. All Commercial Customers and Food Service Customers shall be required to send to the Company, on a semi-annual basis, certified test results from an independent testing laboratory, providing the Company with the chemical characteristics of its sewage discharge. The results shall include, but not be limited to, the following: (1) BOD-5; (2) suspended solids; (3) peaking factors; (4) pounds of phosphorous; (5) characteristics of any other special wastes allowed by the Company to be discharged into its system by any Customer; or other such specific data as the Company deems relevant to the particular operation and service location of the Customer. If the Customer fails to provide the Company with such data, the Company shall make the tests and the Customer shall be charged for the Company's certified out of pocket costs of performing such tests plus 10% of such costs and any other related expenses including any attorney fees and costs of collections. If the Customer refuses to make the tests or refuses to allow the Company to make such tests, the Company reserves the right to disconnect the Customer.

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

19. The Company agrees to provide treatment service to the Woodmere Main and the Woodmere Customers so long as Woodmere and the Woodmere Customers comply with these Rules and Regulations.

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

- A. Obtain an Application from the Woodmere Village Hall.

- B. Return the completed Application, pay the tap-in fees to the Company, and pay the inspection fee to Woodmere along with the road opening deposit (if applicable). Also, the homeowner and contractor doing the work must provide certificates of insurance to Woodmere. Once all fees and deposits have been paid and the application approved, the Company will issue a "Tie-In" letter. The Tie-In letter will be proof of authorization that a Customer has permission to connect their Premises to the Woodmere Main and receive service from the Company.
- C. Contact the Village Engineer, currently Ed Hren at Western Reserve Engineering & Surveying, at 524-0008, forty-eight hours prior to starting any work to arrange for an inspection of the sewer work. An inspection will be done by the Woodmere's Engineering Department or its designee, and Woodmere will certify to the Company that all work has been completed in accordance with these Regulations.
- D. FOR EXISTING HOMES: If you are installing a new connection to an existing house a "tee" with a "riser" has already been installed by Woodmere. You should contact Woodmere's Engineering Department if you are unable to locate the riser.
- i. Prior to connecting to the sanitary sewers, you must pump out the septic tank and remove or crush the same. The area must be backfilled with clean fill. ALSO, ALL DRAIN TILE, DOWN SPOUTS, YARD DRAINS, OR OTHER CLEAN WATER CONNECTIONS OR POINTS OF INFILTRATION MUST BE DISCONNECTED COMPLETELY FROM THE SANITARY SYSTEM.
- ii. Use pipe and fittings as follows: PVC ASTM D-3034 SDR-35 with D-3212 gasketed joints or Extra Strength Clay ES-700 with compression type joints. These standards may be changed or modified by the Village's Engineer.
- iii. The Pipe shall be bedded on six inches of # 57 limestone surrounded by # 57 limestone cover over the pipe. Trench width shall be a minimum of twenty-four inches.
- iv. Connections to existing pipes shall be done using flexible water tight couplings such as Fernco or Mission couplings.
- E. FOR NEW CONSTRUCTION: If the sanitary sewer connection is for the construction of a new home, a tee with a riser must be installed by the Customer and must be located approximately one foot behind the Right-of-Way line. The riser shall be brought to within six inches of the finished grade. The riser shall have a steel bolt imbedded in the cap. The entire tee and riser shall be surrounded by # 57 limestone. Backfill of the trench within the Right-of-Way shall be premium backfill consisting of ODOT 304 limestone compacted in place. Remaining backfill on private property can be the excavated material. For new construction, connections into the sanitary sewer main shall be installed

using an "Inserta-Tee" fitting or by cutting out a section of the Woodmere Main and installing a new wye connected to the Woodmere Main using short pieces of pipe and flexible water tight couplings. This entire area shall be backfilled with # 57 limestone to a point up to twelve inches above the sewer main pipe. All other construction standards listed in Paragraph 20(D) must also be followed.

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

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

## CONTRACTS FOR SEWAGE SERVICE

1. An Application upon approval by the Company shall become a binding contract between the Applicant and the Company obligating the Applicant to pay charges imposed by the Company in accordance with these Regulations and to obey all the terms and provisions of these Regulations and all other lawful and applicable rules, regulations and directives set forth by the Company.

2. Such Application shall accurately state the type or types of sewage to be discharged from the proposed site to be serviced. Separate Applications for sewage service shall be required for each Customer. Each Application shall be signed by the Owner, Customer or authorized representative of the Owner of the proposed site to be serviced.

3. The Company shall have the right to discontinue service only for the reasons and upon completion of the necessary action in accordance with these Regulations and all applicable laws.

4. An Owner shall notify the Company in writing of any change of ownership or proposed change of ownership (legal, equitable, or otherwise) of any Premises for which there is an Application pending or where sewer service is already being provided by contract or otherwise. The notice shall contain the date upon which legal or equitable title to such Premises has been or is anticipated to be transferred.

5. The Company shall be notified in writing of any change of ownership (legal, equitable or otherwise) and/or of any change of tenancy involving the amendment, modification or termination of a contract for sanitary sewer service. Such notice must contain the date such change is to become effective and the name of the new Customer and/or Owner.

6. When the Company is notified of a change in tenancy or ownership, requiring the filing of a new Application for sanitary sewage service, whether such notice is given by the old Customer or otherwise, the Company shall render a final bill. The Customer in whose the name the account stands at the time such final bill is made shall be liable for payment of said final bill. Upon rendering of the final bill, the sanitary sewer service contract shall be terminated and the Company will supply the new Customer with a new Application which must be completed and approved prior to the Company rendering service to such new Customer.

7. All final bills rendered upon termination of the sanitary sewer service contract must be paid within fourteen (14) days from the date mailed. At the time that a Customer sells or otherwise transfers ownership of a Premises, it shall be the responsibility of the Customer to prorate the final bill for sewage service between itself and the new owner. It shall also be the responsibility of the Customer to notify the Company as to the date of occupancy by and the name of the new owner of the Premises.

8. If ownership and/or tenancy to any Premises is transferred by any Customer contrary to the foregoing procedure, the Company will, upon discovery of the transfer or thereafter, notify in writing both the prior Owner and/or Customer and the new Owner and/or Customer, and upon failure of said parties to wholly and completely cure said breach within fifteen (15) days after rendition of such notice by the Company, the Company will be entitled to terminate all service to such Premises. Such right of termination shall not be exercised without providing the Customer at least a 24-hour advance notice of termination of service.

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

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

## BILLS AND PAYMENTS FOR SERVICES

1. Bills shall be rendered by the Company to all Commercial Customers at monthly intervals in arrears and to all Residential Customers at quarterly intervals in advance.

2. All bills shall be rendered to the Customer by United States Mail directed to a Customer at the address given by a Customer in its Application. A Customer can amend its billing address by notifying the Company in writing of a change of address.

3. The Company shall have the right to alter its billing procedure, at no additional cost to a Customer, by including the Company's billing with a Customer's water bill provided that (i) a Customer obtains its water from a public water supply company; (ii) a special billing arrangement is made with the Company and such water supplier; and (iii) the Customer is notified of such change in billing procedure in the bill rendered by the Company to the Customer in the month immediately prior to the commencement of the new billing procedure.

4. The Service Charge for the provision of service to Commercial Customers, Food Service Customers, Apartment Customers and Special Customers shall be based upon the applicable rate set forth in Section 2 of these Regulations and the amount of the respective Customer's water consumption as shown by its water meter or meters, as the case may be. The Company will use the Customer's water meter readings from their local supplier of water to determine a Customer's actual water consumption and related period Service Charge.

5. All bills are due and payable to the office of the Company within fourteen (14) days as shown on the bill. If not paid within that time, a late payment service charge of five percent (5%) will also be due, based upon the current charges only. Such late payment service charge will not be compounded for future delinquencies and will not be imposed in any month in which the payments exceed the current charges. Bills not paid within fourteen (14) days as shown on the bill will be considered delinquent. Failure to pay will render the Customer subject to discontinuance of service and to a charge for reconnecting service. If any bill is not paid within said fourteen (14) days, the service may be discontinued upon fifteen (15) days written notice to the Customer.

6. The Company may require a deposit from any Customer in an amount not to exceed one hundred thirty percent (130%) of said Customer's average monthly/quarterly service charge, as the case may be. All such deposits will be separately accounted for by the Company. Interest will be payable on such deposits at the rate of five percent (5%) per annum after the same have been retained 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 or facilities other than the Company's system.

7. When a check that has been received as payment for services is returned dishonored by a bank or similar financial institution, a charge of \$25.00 will be assessed against the Customer to cover the cost of processing the transaction providing a Customer's check was properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company returns the dishonored check or may be charged as a Miscellaneous Charge on the Customer's next bill.

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

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

## SERVICE LINES, LATERALS AND TRUNK MAINS

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

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

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

determine the actual cost of such work and bill the Customer. The bill will be immediately due upon completion of such work, and prior to the Company being obligated to provide sewer service to the Customer.

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

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

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

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

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

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

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

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

## MAIN EXTENSIONS

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

1. All agreements entered into concerning Main Extensions and/or Related Facilities funded by contributions and/or advances in aid of construction shall be in writing and signed by the Company and the parties involved, or the duly authorized agents of each. These written agreements shall embody in their terms and conditions the 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 existing and/or newly constructed fittings, valves, pumps, connections and back-up plant associated with the Main extension and required in accordance with reasonable utility engineering practices to Provide service to a point perpendicular to the most remote structure to be served fronting the Main Extension.
4. Any Main Extensions and Related Facilities shall become the property of the Company.
5. The size, type, quality of material and the location of Main Extensions and Related Facilities shall be specified by the Company and construction shall be done by the Company or by contractors acceptable to the Company.
6. The design and route of Main Extensions shall be determined by the Company in accordance with reasonable utility engineering practices. The length of the Main Extension shall be determined by measuring from the nearest existing adequate Main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the Main Extension. In some instances, because of the lack of an adequate Main, the Main Extension may include removing and replacing existing Mains or installing a Main Extension along or near an existing Main.
7. Prior to the entering of an agreement concerning the Main Extension and/or Related Facilities funded by contributions and/or advances in aid of construction, the Company shall estimate the total of the costs of the Main Extension, Related Facilities, and the tax or tax impact in accordance with this rule. Such estimate shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBSEQUENT CONNECTIONS, SERVICE CONNECTION AND TAP IN FEES

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

- A. The per-foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total foot frontage of the lots capable of receiving service from the Main Extension.
- B. In the event that the total of the amount already refunded under these Rules and Regulations plus the Subsequent Applicant's fee calculated under Paragraph (1) of this Rule, exceeds the total refundable amount of the advance in aid of construction, the amount collected from the Subsequent Applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded under these Rules and Regulations.
- C. The Company shall refund money collected pursuant to this paragraph to the parties to the Main Extension Agreement, or their assignees or other successors in interest where the Company has received notice of such assignment or succession, in proportion to their original deposits. This refund shall be in addition to that provided for in these Rules and Regulations.
- D. The Company shall enter into a written agreement with the Subsequent Applicant.
- E. Refunds of Subsequent Applicant fees made pursuant to this Rule shall be made in accord with the following method. The Company shall pay each year to the Subsequent Applicant, or that party's assignees or other successors in interest where 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 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 unrefined 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

EXHIBIT "A"

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

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

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Sublot \_\_\_\_\_

Permanent Parcel No. \_\_\_\_\_

Contractor \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

I/We understand and agree to make the following required payments:

	Amount
1. Woodbran Treatment Plant Tap-In Fee paid to Woodbran	\$ _____
2. Plan Review and Inspection Fee paid to the Village	\$ _____
3. Other _____	\$ _____
TOTAL REQUIRED	\$ _____

Two checks (in full) payable to:

- 1) Village of Woodmere \$ \_\_\_\_\_
- 2) Woodbran Realty Corp. \$ \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt # \_\_\_\_\_

PERMIT

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Village of Woodmere

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Woodbran Realty Corporation

EXHIBIT "B"

WOODBРАН TIE-IN LETTER

TO WHOM IT MAY CONCERN: \_\_\_\_\_, 1994

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

ATTENTION:

Please inform our office 48 hours prior to the time you are planning  
to make connection to our system so we can have a representative, if  
necessary, on the Premises to inspect the procedure.

(FOR NEW CONSTRUCTION ONLY)

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

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

Sincerely,

WOODBРАН REALTY CORPORATION

\_\_\_\_\_  
I have acknowledged and agreed to the above.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

EXHIBIT "C"

WOODMERE LINE MAP

SANITARY SEWAGE DISPOSAL CONTRACT  
BETWEEN  
WOODBAN REALTY CORPORATION  
AND  
THE CITY OF BEACHWOOD, OHIO

THIS CONTRACT is made and entered into as of the 19<sup>th</sup> day of JUNE, 1989, by and between WOODBRAN REALTY CORPORATION, an Ohio corporation (hereinafter called the "Company") and the City of Beachwood, a chartered municipal corporation in Cuyahoga County, Ohio, created and existing under the laws of the State of Ohio (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the Company is a sanitary sewage treatment facility licensed by the Public Utilities Commission of Ohio to operate, own, maintain and provide sanitary sewer service within the area described on Exhibit A attached hereto and made a part hereof (the "Service Area"); and

WHEREAS, the Company has been providing sanitary sewer service by contract/ordinance with the Municipality for at least 9 years, pursuant to certain rules and regulations which set forth the service and the rates and charges for said service; and

WHEREAS, the rules and regulations should be revised to acknowledge and accommodate recent improvements to the Company's treatment plant and collection system (collectively referred to as the "Facility") that were mandated by the Federal Clean Water Act; and

WHEREAS, the current contract/ordinance between the Company and the Municipality (adopted JUNE 20<sup>th</sup>, 1988) was a temporary

agreement entered into as a result of the Company's need for emergency rate relief in 1988; and

WHEREAS, the Company has presented to the Municipality for consideration certain revised rules and regulations with new rates and charges set forth therein. A copy of the Company's rules and regulations, which include the new rates and charges is attached hereto as Exhibit B and incorporated herein by reference. The rules and regulations attached as Exhibit B are hereinafter collectively referred to as the "Rules" and specifically the rates and charges set forth at Section 2, Sheet's 1, 2, 3, and 4 are hereinafter referred to as the "Rates and Charges"; and

WHEREAS, on June 19, 1989, Ordinance #1989 - 59 (the "Ordinance") was enacted authorizing the Municipality's Mayor to execute a contract with the Company for sanitary sewer service and to establish contract rates for a portion of the Municipality east of I-271 in the vicinity of Chagrin Boulevard; and

WHEREAS, upon the introduction of the Ordinance, the matter was referred to the Municipality's engineer who after extensive review and evaluation of the Company's need for a rate increase and a modification of its existing rules and regulations made a determination and a recommendation to the Municipality to the effect that the Company's new Rates and Charges and Rules are fair, reasonable and justified; and

WHEREAS, the Municipality advertised in a paper of general circulation a notice of a public hearing which was held on May 15, 1989 concerning the Ordinance and further, the Municipality

provided actual notice by regular U.S. mail of the hearing to the property owners in the Service Area; and

WHEREAS, the Municipality's Council, after not hearing nor receiving any objections from the public as to the passage of the Ordinance and after determining that the Rates and Charges and Rules attached hereto as Exhibit B are fair, equitable and reasonable and that the adoption of the Ordinance is in the best interest of the properties owners within the Service Area, and after three (3) readings of the Ordinance, unanimously passed the Ordinance on June 18, 1989; and

WHEREAS, all actions of the Municipality concerning and relating to the enacting of the Ordinance were in open meetings of the Municipality's Council, and that all deliberations of said Council and of any of its committees, if any, that resulted in such formal action were, in meetings open to the public, in compliance with all legal requirements; and

WHEREAS, the Municipality is desirous of entering into this Contract with the Company in order to ensure the continual operation of the Company's Facility pursuant to reasonable rates, rules and regulations governing the operation of the Company's Facility, and further provide the necessary funding for continued improvement to and operation of the Facility for the protection of the peace, health, safety, and welfare of the residents of the Municipality; and

WHEREAS, the parties by executing this Contract wish to set forth the terms and conditions under which the Company will provide

sanitary sewage treatment service to the properties within the Service Area.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereto agree that the Company will furnish to the Municipality within the Service Area the sewage disposal services upon the following terms and conditions:

Section 1. Definitions.

All terms used in this Contract are to be interpreted in accordance with the Company's rules and regulations now in effect.

Section 2. Adoption of Rates and Charges and Rules.

The Municipality hereby adopts and approves of each and all of the Rules as set forth on Exhibit B, and specifically, the Municipality hereby adopts and approves of the Rates and Charges set forth therein and authorizes the Company to assess and collect retroactively from May 1, 1989, the Rates and Charges and enforce in a reasonable manner, each and every one of the Rules. The specific Rates to be charged by the Company under this Contract, unless amended as provided herein or allowed in the Ordinance, are as follows:

<u>Classification</u>	<u>Amount</u>
Residential . . . . .	\$75.00/quarterly (billed in advance)
Apartment . . . . .	43.97/MCF (billed in arrears)
Commercial . . . . .	52.75/MCF (billed in arrears)
Food Service . . . . .	98.89/MCF (billed in arrears)

Section 2. Covenants of the Municipality. The Municipality covenants and agrees:

(a) That it will maintain and enforce a sanitary health ordinance requiring all improved properties within the Service Area which discharge sewage and which are accessible to the Company's Facility's to connect to the Facility and to desist forthwith from discharging or disposing of sewage in any manner inconsistent with the Company's Rules.

(b) That it will not permit any properties outside or inside the Service Area to be connected directly or indirectly with the Company's Facility's without the express written consent of the Company.

(c) That it will notify the Company of all requests for building permits within the Service Area, and prior to any building permit being granted, the Municipality will require the applicant thereof to obtain a "tie in" letter from the Company which in effect will indicate the Company's agreement and ability to provide sanitary sewage service to and for such applicants' property.

(d) That it will not permit the discharge of ground water through cellar drainage facilities and storm water through downspouts or storm drains to the Company's collection system.

Section 3. Term of Contract. This Contract will be effective upon execution hereof by both parties and will continue in full force and effect until December 31, 1991, unless modified as provided herein.

Section 4. Inspections and Reviews. The Company agrees to reimburse the Municipality for all reasonable costs and expenses incurred by the Municipality in retaining an engineer to review

the Company's Rates and Rules and Charges, as proposed by the Company prior to the enactment of the Ordinance and for all reasonable costs related to the drafting of the Ordinance and this Contract. Further, the Company after three (3) days advance written notice will allow the Municipality to review the Company's records once per calendar year to verify the Company's income and expenses. The Facility may be inspected as needed by the Municipality's Engineer after 48 hours advance written notice to the Company except in the event of an emergency.

Section 5. Adjustment. In addition to any rights of the parties set forth in the Ordinance, the Rates and Charges may be adjusted by the Company twice during each 12-month period between January 1, and December 31 of each calendar year during the term of this Contract; provided, however, each such adjustment must be for the purpose of passing through any reduction or increase, as the case may be, in the fees or charges paid or to be paid by the Company pursuant to Attachment A of the "Agreement" dated February 1, 1989 by and between the Company and Envirotech Operating Services, Inc. ("EOS").

If an adjustment in the Rate and Charges is required during the term of this Contract as allowed in this Section, the Company without further action by the Municipality may adjust its Rates and Charges then in effect in a manner consistent with the increase in the fees and charges assessed by EOS pursuant to said Agreement; provided, however, before any such adjustment will become effective, the Company must provide the Municipality's Mayor with

reasonable documentation justifying such adjustment and further must provide fifteen (15) days advance written notice of such adjustment to the Company's Customers in the Service Area.

Section 6. Discharge of Duties. The Company hereby affirms its intention to discharge full and completely any and all duties and obligations, relative to the maintenance and improvement of the Company's facilities serving the Municipality, which have been or might later be imposed upon it by federal, state or local laws or regulations or by judicial order or decree.

Section 7. Compliance with all Laws. This Contract is being executed in accordance with Article 18, Section 4 of the Ohio Constitution and the applicable enabling Sections of the Ohio Revised Code and the Charter and laws of the Municipality.

Section 8. Notices. All notices or communications provided herein shall be in writing and shall be either delivered to the Mayor of the Municipality or the President of the Company, or, if mailed, shall be sent by registered or certified mail, postage prepaid, until otherwise specified in writing addressed to the Municipality at 2700 Richmond Road, Beachwood, Ohio 44122, or addressed to the Company at 3439 West Brainard Road, Woodmere, Ohio 44122.

Section 9. Severability. Should any part, term or provision of this Contract be determined by the courts to be illegal or in conflict with any law, the validity of the remaining provisions shall not be effected thereby.

Section 10. Whereas Clauses. The "WHEREAS" clauses set forth above are incorporated into the body of this agreement as though the same were fully rewritten herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

WOODBAN REALTY CORPORATION

By:   
Randy S. Kertesz, President

CITY OF BEACHWOOD

By:   
Mayor Harvey Friedman

and

By:   
Clerk of Counsel

*approved  
M. Orkin  
Law Director*

RMK:650

Beachwood  
SERVICE AREA.

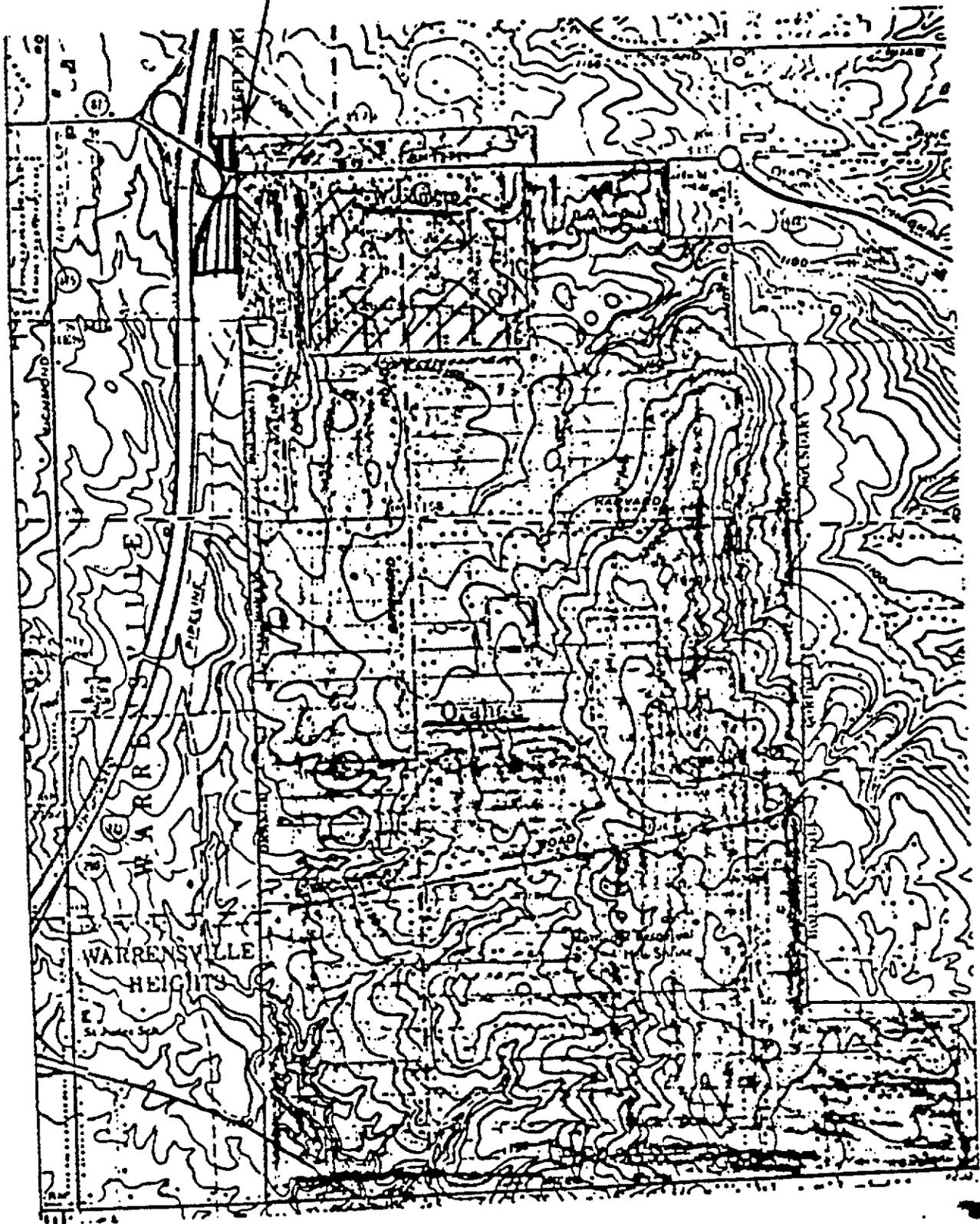


Exhibit A

**WOODBMAN REALTY CORPORATION'S  
RATES AND RULES AND REGULATIONS  
FOR THE CITY OF BEACHWOOD, OHIO**

**EFFECTIVE MAY 1, 1989**

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Woodbran Realty Corporation  
3439 West Brainard Road  
Woodmere, Ohio 44122

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Woodbran Realty Corporation  
3439 West Brainard Road  
Woodmere, Ohio 44122

Sewer Service  
Section 1  
Sheet No. 1

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### DEFINITIONS

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

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

Application. A request made by an Owner to the Company for sanitary 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 an adjacent structure under different ownership, except in the case of condominium associations, shall each be regarded as a separate building.

Building Group. Several Buildings all, located on a parcel of real property appearing in the Auditor's Maps of Cuyahoga County as one permanent parcel or several Buildings under 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 points where such Lateral or Service Line ends or changes direction and extends (i) within six (6) inches of any landscaped surface or (ii) even with the surface where hard surfaces exist.

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

Commercial Customer. Customer engaged in general business and/or commercial activities whose sewage has a characteristic intensity in excess of the parameters set forth for Non-Domestic Sewage. For the purposes of this section, "general business and/or commercial activities" does not include any operation involving the preparation, packaging, cooking, sales, service or treatment of any food product.

Company. Woodbran Realty Corporation, an Ohio Corporation.

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

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

Customer. A generic 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 fountains, toilets, 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/l, BOD-5, 230 mp/l suspended solids, and a 1 to 3 peaking factors.

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

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

Lateral. Any pipe or conduit beginning at a Main, extending on to the Customer's private property, ending at least one (1) foot past the public right of way in front of such property in either a "Test T", manhole or other suitable cleanout as approved in advance by the Company. The Company shall be responsible for the operation, repair and maintenance of a Lateral.

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

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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 and 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, 200 mp/1 suspended solids, 1 to 3 peaking factor.

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

Person. Person means corporations and associations, including public bodies, as well as natural persons and shall include the plural as well as the singular 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 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 generating sewage from a single family detached residence and serviced by the Company which does not have a characteristic or intensity in excess of the parameters defined for Domestic Sewage.

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

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

Woodbran Realty Corporation  
3439 West Brainard Road  
Woodmere, Ohio 44122

Sewer Service  
Section 1  
Sheet No. 4

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Service Line. Any pipe or conduit connected to a Lateral that ends outside of the proposed or existing structure build 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.

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

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

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

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

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

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

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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. RATES FOR SEWAGE TREATMENT SERVICE

A. Sewage Rates by Customer Class and Billing Period

<u>Customer Class</u>	<u>Billing Period</u>	<u>Rate</u>
Residential	Quarterly (in advance)	\$75.00/qtr.
Apartment	Monthly (in arrears)	\$43.97/Mcf*
Commercial	Monthly (in arrears)	\$52.75/Mcf*
Food Service	Monthly (in arrears)	\$98.89/Mcf*

B. Minimum Charge

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

\* Charge per thousand cubic feet of water consumed.

II. ADDITIONAL RATES AND CHARGES

A. Clean Water Charge

The Company will be entitled to charge any Customer a fee for discharging Clean Water into the Company's Mains, 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 at the Commercial Customer's rate, based on the Company's estimate of the quantity of Clean Water discharged into the Company's Mains. Also, the Company will be entitled to charge such Customer for the Company's actual costs incurred to inspect, remove and disconnect any unauthorized Clean Water connections to its Mains; together with the costs incurred by the Company to "balance" its Related Facilities.

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II. ADDITIONAL RATES AND CHARGES, CONT'D.

B. Apartment, Commercial and Food Service Final Bill Charge

Upon the rendering of a final bill to any Apartment, Commercial Customer or Food Service Customer, the Company will be entitled to charge an administrative fee of \$25.00 to cover the Company's costs associated with adjusting such Customer's estimated usage prior to the end of the year when all such accounts are adjusted.

C. Customer Service Call Charge

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

D. Service Lines Lateral and Main Cleaning Charge

The Company will be entitled to charge a Customer for the costs associated with cleaning debris, grease and other matter from the Company's Mains and collection system caused by a Customer's discharge of any waste in violation of the Company's Regulations, or for clearing excess waste discharged by the Customer causing restrictions or blockage in the Mains and not permitted in accordance with these Rules and Regulations.

Such charge will be equal to the Company's actual out of pocket expenses incurred in cleaning the Mains, Service Lines and Laterals plus 10% for overhead expenses, and any costs to collect such charge including reasonable attorney's fees.

E. Redevelopment Charge

The Company will be entitled to charge a fee when there is a change in use at a Customer's Premises and the change causes an increase in the loading (the Chemical characteristics of the sewage), peaking factors and other items associated with the changed use and related increased demand placed upon the Mains and Related Facilities. The charge will be assessed and payable on the date the Customer notifies the Company of the change in use, or when the Company becomes aware of the change, whichever occurs earlier. The charge will be determined on the basis of (i) data available

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II. ADDITIONAL RATES AND CHARGES, CONT'D.

regarding the Customer's proposed use, (ii) the additional capacity required to service such Customer, and (iii) the then current market cost to construct Mains, additional plant and Related Facilities (regardless of whether or not new plant, Related Facilities or Mains are actually constructed by the Company) multiplied by the additional capacity required to service such Customer or Applicant, as the case may be. The purpose of this charge is to reimburse the Company for all capital costs (cost of Mains, and Related Facilities) and related administrative costs expended or to be expended as related to such Customers or Applicants new use.

F. Temporary Use or New Construction Charge

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

G. Testing Charge

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. The charge to the Customer shall be equal to the Company's certified actual costs to perform such tests plus 10% of such costs for overhead, and any related costs of collection including attorney's fees.

H. Water Meter Readings Charge

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

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assessed, the Company will provide notice of such charge and fifteen (15) days for the Customer to provide copies of such meter readings before assessing such charge.

I. Collection Costs

The Company will be entitled to charge a Customer all reasonable costs incurred to collect any charges which are delinquent under these Regulations. Such charge includes but is not limited to reasonable attorney's fees, administration costs, court costs etc.

J. Limitation of Attorney's Fees

Wherever attorney's fees are allowed to be collected by the Company in accordance with these Rules and Regulations, those fees must be reasonable as compared to the cost for obtaining similar services within Cuyahoga County, Ohio, and further, in no event will the Company be entitled to collect its attorney's fee in any administrative or judicial action filed against the Company by a Customer wherein the Customer is the prevailing party in such action, or where the tribunal in an action filed by a Customer (whether or not the Customer is the prevailing party) determines there exists a reasonable basis for such action, but in any event, whenever an action is filed by the Company to collect any fees, rates, charges, costs, expenses or any other sums allowed to be charged under these Rules and Regulations, the Company in any such action will be entitled to collect reasonable attorney fees from such Customer.

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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 extensions or for any other purpose. When the sewage service is to be temporarily discontinued for such purposes by the Company, it will give reasonable notice to the extent practicable to all Customers to be affected by the discontinuance, stating the purpose for which the discontinuance is made and the probable duration of the interruption of service; however, the Company shall not be required to give notice of a discontinuance of service in the event of an emergency caused by any force majeure or other emergency relating to the general health and safety of any person in the community or in the employ of the Company.

2. The Company shall not be liable to 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 attachments to the Mains or Service Lines, or any other facilities used by the Company or for any damage resulting therefrom caused by accident or occurrence beyond the reasonable control of the Company.

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

4. The Company shall prohibit the discharge of Clean Water into its sewage system unless the consent of the Company is first had and obtained, which consent the Company reserves the right to grant under circumstances and for reasons which the Company deems 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 II A, and may also be subject to the Clean Water deposit requirements set forth in paragraph 5 of this Section.

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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 11 of this Section, the Company will be entitled to request a "Clean Water" deposit from the Customer to secure the payment of the costs associated with the removal of the Clean Water connection, and to reimburse the Company for damage caused to its collection system, Mains and Related Facilities by the Clean Water. The deposit may be established at the discretion of the Company at up to five times the estimated monthly billing for that Customer and held until such time as the Clean Water connection is removed from the system.

Immediately upon payment of the deposit, the Customer must arrange for the removal of the Clean Water connection. Once the Clean Water connection has been removed, the Company will refund the deposit, after having deducted any costs or damages incurred by the Company for the discharge of Clean Water into its system. Should these costs exceed the amount of the deposit, 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 promptly arrange for the removal of the Clean Water connection, the Company shall have the right to remove the Clean Water connection and deduct from the deposit all costs associated with such removal. Such costs may include, but are not limited to, removal, inspections, treatment of Clean Water, testings and other related expenses, including collection costs and attorney fees, if any. 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.

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 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 Applications.

9. 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 Mains.

10. The Company will have the right to enter the Premises of any Customer for the purpose of testing, or inspecting and disconnecting if necessary the Laterals and/or Service Lines located upon the Customer's Premises. Whenever feasible, the Company shall enter and make such inspection after reasonable notice to the Customer and at a reasonable time; however, in the event of an emergency constituting 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 serviceability of the Company's property, the Company shall have the right to make such inspection without notice and without regard to the time. Notwithstanding the foregoing, it is specifically understood that the Customer will retain ownership and control of all Service Lines located on the Customer's property, subject to the Regulations of the Company, and shall be responsible for the repair, maintenance and replacement of the same.

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

A. Without notice:

- i. For discharging any type of sewage from: the Premises other than the type identified in the Application for service or for discharging sewage from the Premises, Building or Buildings or Group of Buildings other than those identified in the Application, or for substantially remodeling, adding to or 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.
- ii. For misrepresentations in the Application as to the Premises to be supplied or as to any other material fact.
- iii. For molesting any Main or other appliance under the control or belonging to the Company.
- iv. For continued vacancy of Premises.
- v. For connecting a Service Line or any line or pipe directly or indirectly connected therewith to any lines or pipes carrying, or which are in a position to carry, Clean Waters or other non-sewage wastes, or for permitting infiltration through the Lateral or for discharging other than Domestic Sewage without the prior consent of the Company first had and obtained.
- vi. For denial to the Company of reasonable access to the Premises for purposes of inspection.
- vii. For denial or interference with the Company's legitimate right to inspect the Laterals and/or Service Lines.
- viii. For any other violation of or failure to comply with the Regulations of the Company which may create an emergency situation.

B. With notice:

- i. The Company reserves the right upon the giving of not less than fifteen (15) days written notice to the Customer to discontinue the sewer service for non-payment when due or within any additional period for payment permitted by this Tariff, for not making a deposit as required, or for non-payment of any charges for sewer service owed by the Customer to the Company. Each such notice shall prominently specify the amount required to be paid to prevent the disconnection of service.
- ii. For any violation of, or failure to comply with, the Regulations of the Company with respect to sewer service.
- iii. For refusal of a Commercial Customer or Food Service Customer to provide the Company with necessary testing data required pursuant to paragraph 17 of this Section.
- iv. For a Customer's failure to notify the Company in advance of any connection to the Company's Mains, Laterals, Related Facilities, or collection system, pursuant to paragraph 18 of this Section.

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

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

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

15. 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 with a copy forwarded to the Village of Woodmere, Ohio. All written complaints (or written verifications of oral complaints) must be delivered either personally to an authorized employee of the Company or by United States mail. A record of all such complaints will be kept by the Company. The Company shall endeavor to resolve each Customer complaint promptly.

If a Customer is not satisfied with the Company's conduct or resolution of a Customer's Complaint, the Customer may contact the Public Utilities Commission of Ohio to request an investigation and/or may file a formal complaint against the Company with the Public Utilities Commission of Ohio.

16. All Service Charges made by the Company for sanitary sewage 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 the characteristic intensity parameters of that Customer's billing classification shall be transferred to the appropriate billing classification for the characteristic intensity of the sewage being discharged into the Company's system, or shall enter into a Special Contract with the Company for the treatment of the sewage.

17. All Commercial Customers and Food Service Customers shall be required to send to the Company, on a semi-annual basis, certified test results from an independent testing laboratory, providing the Company with the chemical characteristics of its sewage discharge. The results shall include, but not be limited to, the following: (1) BOD-5; (2) suspended solids; (3) peaking factors; (4) pounds of phosphorus; (5) characteristics of any other special wastes allowed by the Company to be discharged into its system by any Customer; or other such specific data as the Company deems relevant to the particular operation and service location of the Customer. If the Customer fails to provide the Company with such data, the Company shall make the tests and the Customer shall be charged for the Company's certified out of pocket costs of performing such tests plus 10% of such costs and any other related expenses including any attorney fees and costs of collections. If the Customer refuses to make the tests or refuses to allow the Company to make such tests, the Company reserves the right to disconnect the Customer pursuant to paragraph 11 B (iii) of this Section.

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18. 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 and additions will be approved and filed with the City of Beachwood, Ohio.

19. Nothing in these Rules and Regulations as they apply to the City of Beachwood shall limit or expand the liability of the Company to its customers, if any, for any act or omission by the Company.

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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. Such Application shall state truthfully and accurately the type or types of sewage to be discharged from the proposed site to be service. Separate Applications for sewage service shall be required for each Customer. Each Application shall be signed by the Owner, Customer or authorized representative of the Owner of the proposed site to be serviced.

3. The Company shall have the right to discontinue service only for the reasons and upon completion of the necessary action in accordance with these Regulations and all applicable laws.

4. An Owner shall notify the Company in writing of any change of ownership or proposed change of ownership (legal, equitable, or otherwise) of any Premises for which there is an Application pending or where sewer service is already being provided by contract or otherwise. The notice shall contain the date upon which legal or equitable title to 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 the name of the new Customer and/or Owner.

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. 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.

7. All final bills rendered upon termination of the sanitary sewer service contract must be paid within fourteen (14) days from the date mailed. At the time that a Customer sells or otherwise transfers ownership of a Premises, it shall be the responsibility of the Customer to prorate the final bill for sewage service between itself and the new owner. It shall also be the responsibility of the Customer to notify the Company as to the date of occupancy by and the name of the new owner of the Premises.

8. If ownership and/or tenancy to any Premises is transferred by any Customer contrary to the foregoing procedure, the Company will, upon discovery of the transfer or thereafter, notify in writing both the prior Owner and/or Customer and the new Owner and/or Customer, and upon failure of said parties to wholly and completely cure said breach within fifteen (15) days after rendition of such notice by the Company, the Company will be entitled to terminate all service to such Premises. Such right of termination shall not be exercised without providing the Customer at least a 24-hour advance notice of termination of service.

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

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

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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. 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. In addition, the Company reserves the right to alter its frequency of billing to all Customers other than Residential Customers, whether billed quarterly or monthly, provided that the Customer is notified of such change in billing frequency at least one billing cycle prior to making such change.

4. The Service Charge for the provision of service to Commercial Customers, Food Service Customers, Apartment Customers and Special Customers shall be based upon the applicable rate set forth in Section 2 of these Regulations and the amount of the respective Customer's water consumption as shown by its water meter or meters, as the case may be. The Company will use the Customer's water meter readings from their local supplier of water to determine a Customer's actual water consumption and related periodic Service Charge.

5. All bills are due and payable to the office of the Company within fourteen (14) days as shown on the bill. If not paid within that time, a late payment service charge of five percent (5%) will also be due, based upon the current charges only. Such late payment service charge will not be compounded for future delinquencies and will not be imposed in any month in which the payments exceed the current charges. Bills not paid within fourteen (14) days as shown on the bill will be considered delinquent. Failure to pay will render the Customer subject to discontinuance of service and to a charge for reconnecting service. If any bill is not paid within said fourteen (14) days, the service may be discontinued upon fifteen (15) days written notice to the Customer.

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6. The Company may require a deposit from any Customer in an amount not to exceed one hundred thirty percent (130%) of said Customer's average monthly service charge. Interest will be payable on such deposits at the rate of five percent (5%) per annum after the same have retained 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 or facilities other than the Company's system.

7. When a check that has been received as payment for services is returned dishonored by a bank or other similar financial institution, a charge of \$25.00 will be assessed against the Customer to cover the cost of processing the transaction providing a Customer's check was properly processed by the Company. The charge for the dishonored check may be reflected at the Company's option, when the Company returns the dishonored check or may be charged as a Miscellaneous Charge on the Customer's next bill.

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

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

10. An Apartment Customer may be billed in the form of one master billing or separate billings (determined by the number of water meters) at the Company's discretion.

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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 repairs, whereupon the Customer shall be required to inform the Company of the nature of repairs having been made and the identity of the plumber or contractor having done said work within 24 hours after the work has been performed. With the exception of emergency repairs, any plumber and/or contractor installing, replacing, repairing or maintaining any Service Line, shall be required to perform all work in accordance with the requirements of the Company. The Company's right to reasonably determine such specifications shall include the right to reasonably determine the size and material of all pipes or conduits 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 Company's certified actual cost to inspect the work performed, which shall be the actual hourly rate charged by the person conducting the inspection plus reasonable certified out-of-pocket expenses, and in no event shall such hourly rate be more than what is typically charged for the same work by others in Cuyahoga County.

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.

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's 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 rates charged by the person conducting the inspection plus reasonable certified out of pocket expenses, and in no event shall such hourly rate be more than what is typically charged for the same work by others in

Cuyahoga County. If the Company finds it necessary to make a disconnection or reconnection pursuant to any of these Regulations then the Company shall be entitled to be paid by the Customer on demand the actual cost of such disconnection and/or reconnection and inspection fee equal to the Company's actual cost of the inspection thereof, as described in this section. 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 Laterals, 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 Company may, at its discretion, require either special testing or the uncovering of the Main, Lateral, or Service Line upon which the work was performed.

Should the Customer fail to comply with the provisions of this Section, the Company will not be required to provide service to such person and may, upon seven (7) days advance written notice, disconnect the new connection from its Main and charge the person for all out of pocket costs incurred by the Company, for costs of inspections, if any, for the work required to disconnect the Service Line and other related expenses incurred by the Company as a result of the person's failure to comply with the Company's Regulations, as well as the costs of collection including reasonable attorney's fees, if any.

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

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

7. Should any new Customer at a newly constructed service location establish a connection with the Company's Mains/and/or Laterals without prior notice and inspection by the Company, and in violation of any Regulations set forth in this Section, the Company, at its discretion, may terminate service to that Customer pursuant to paragraph 11 of Section 3A.

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

8. The Company reserves the right to require any Customer to provide "as built" drawings showing the location of any Service Lines, Laterals, Connections, Test T's, Manholes, grease traps, clean-outs and/or other inspection locations located at the Customer's Premises. In the case of a new customer "as built" drawings must be provided at the time of inspection and prior to occupancy.

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

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

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

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

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7. Prior to the entering into of an agreement concerning the Main Extension and/or Related Facilities funded by contributions and/or advances in aid of construction, the Company shall estimate the total of the costs of the Main Extension, Related Facilities, and the tax or tax impact in accordance with this rule. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the Main Extension and Related Facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the Applicant. If the Company installs Mains or Facilities with a capacity in excess of that required to provide adequate service to the Applicant, the Company shall bear the cost of such oversizing. However, the Company may later charge either the Applicant or Customer increasing its capacity requirement, as the case may be, a Related Facilities charge and/or Main Extension charge equal to the then current cost to construct or replace such Related Facilities and Main regardless of whether or not the Company elects to actually replace such Related Facilities or Main.

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

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

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

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

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

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

b. The applicant for a Main Extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the Main Extension and Related Facilities. 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:

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

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.

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

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

Woodbran Realty Corporation  
3439 West Brainard Road  
Woodmere, Ohio 44122

Sewer Service  
Section 3(E)  
Sheet No. 15

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

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

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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.

(d) The Company shall enter into a written agreement with the Subsequent Applicant.

(e) Refunds of Subsequent Applicant fees made pursuant to this Rule shall be made in accord with the following method. The Company shall pay each year to the Subsequent Applicant, or that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent 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.



RECEIVED

AUG 28 1992

TAR  
DIVISION

INTRODUCED BY:

ORDINANCE NO. 1992-11

AN ORDINANCE AUTHORIZING THE VILLAGE OF WOODMERE, OHIO, TO ENTER INTO A CONTRACT WITH WOODBRAN REALTY CORPORATION CONCERNING THE ADOPTION OF RULES AND REGULATIONS ESTABLISHING RATES AND PROVISION OF SANITARY SEWER SERVICE IN THE VILLAGE OF WOODMERE, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Woodmere, Ohio (the "Village"), has cooperated with Woodbran Realty Corporation ("Woodbran") to allow Woodbran to adopt certain rules and regulations governing the operation of Woodbran's sewage treatment plant; and

WHEREAS, this Ordinance is a companion to Ordinance 1992-10, the Franchise Ordinance, and is necessary in order to provide for the full implementation of the rates and charges set forth in those Ordinances; and

WHEREAS, the Village is desirous of entering into a contractual arrangement with Woodbran for sanitary sewer service in order to ensure the continual operation of Woodbran's treatment plant and facilities pursuant to reasonable rules and regulations governing the operation of Woodbran's plant and facilities, and further provide for required improvements for the protection of the peace, health, safety and welfare of the residents of the Village.

NOW, THEREFORE, Be It Ordained by the Council of the Village of Woodmere, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council hereby authorizes the Mayor, on behalf of the Village, to enter into a contract with Woodbran upon the terms and conditions contained in this Ordinance. This Ordinance, along with Ordinance 1992-10, will constitute the entire agreement between the parties upon acceptance by Woodbran. In accordance with Article 18, Section 4, of the Ohio Constitution and the applicable enabling Sections of the Ohio Revised Code and the Charter and laws of the Village, this contractual agreement shall and the same is hereby declared to be in full force and effect by and between the Village and Woodbran Realty Corporation effective March 1, 1992.

Section 2: The Rules and Regulations governing the operation of Woodbran, its plant and facilities will be in effect for a period beginning March 1, 1992 and expiring on December 31, 1994, unless amended as provided in Section 3 below. The Rules and Regulations which will take effect are incorporated herein by reference (the "Rules and Regulations").

Section 3: Subject to the approval of Council, the Rules and Regulations may be amended at the request of either the Village or Woodbran. The Village Council will designate one Council representative who will meet with Woodbran to review the Rules and Regulations if and when a request by either party is made to amend the Rules and Regulations. Any proposed amendments to the Rules and Regulations must be submitted to the Council by Woodbran or the Council's representative in legislative form in time to be voted on within three months from the date of the submission. Until any such amendment becomes effective, the then existing Rules and Regulations

## ORDINANCE NO. 1992-11

shall remain in full force and effect, unless otherwise determined by Council.

Section 4: The rates for a period beginning March 1, 1992, and expiring on December 31, 1994, are hereby set as follows:

<u>Classification</u>	<u>Total</u>
Residential	\$75.00/quarter
Apartment	43.97/MCF
Commercial	52.75/MCF
Food Service	98.89/MCF

Should a change in rate be desired during the term hereof, the party seeking said changes must notify the other party in writing at least ninety (90) days before it wishes the proposed rate change to go into effect. Rates shall be established using accepted utility rate-setting formulas provided for by the laws of the State of Ohio and approved by Council prior to becoming effective. Woodbran agrees to pay all reasonable legal and professional expenses to review, examine and establish fair and equitable rates for services, tie-in charges and all other charges made by the Company and to recommend to Council the adoption of such rates and charges in the event the payment required in Section 8 hereof is insufficient to cover the cost of said review.

Section 5: Woodbran agrees to continuously pay all reasonable expenses of an engineer to be retained from time to time by the Village for the purpose of monitoring the rates charged by Woodbran and inspecting the operation of Woodbran's treatment plant and facilities, provided such engineer is a person other than the Village's Engineer retained by the Village pursuant to Codified Ordinance No. 143.02(a). Woodbran further agrees to file operation reports as reasonably requested by the Village and shall permit an audit at reasonable times to verify income and expenses as reasonably required at the option of the Village, at the cost of Woodbran.

Section 6: As a part of the Rules and Regulations of the Company, provision shall be made for an appeal process to resolve any complaints of any user of the system with the Village Council as final administrative authority. Amendments to the existing Rules and Regulations are attached as Exhibit "A" and incorporated herein.

Section 7: Both the Village of Woodmere and Woodbran Realty Corporation hereby affirm their intention to discharge fully and completely any and all duties and obligations, relative to the maintenance and improvement of the sewer facility serving the Village, which have been imposed upon them by federal, state or local laws and regulations or by judicial order or decree.

Section 8: The Company shall pay to the Village annually a sum of money equal to five percent (5%) of the net profit earned from the Woodmere customer base or the sum of five thousand dollars (\$5,000), whichever is greater. The payment shall be paid on January 31 of each year for the preceding year and shall be made for each calendar year during the term of this franchise, which funds shall be placed in a separate account and used only for matters related to the provision of sanitary sewer service within the Village including, but not limited to, the rate review referred to in Sections 4 and 5 hereof.

Section 9: Woodbran agrees to pay any increased costs of Woodmere Village Municipal insurance as a result of the operations of the Treatment Plant.

Section 10: The signing of a copy of this Ordinance by the proper officials of both the Village of Woodmere and Woodbran Realty Corporation shall constitute a contract between both parties.

Section 11: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 12: The existing Ordinances 1989-21, 1989-27 and 1989-28 be and the same are hereby repealed.

Section 13: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 19, 1992

Bettie J. Perry  
Bettie Perry, President of Council

ATTEST:  
Cynthia R. Samples  
Cynthia R. Samples, Clerk/Treasurer

APPROVED:  
Robert C. Rice  
Mayor Robert C. Rice

I, Cynthia R. Samples, as Clerk/Treasurer of the Village of Woodmere, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1992-11, adopted by the Council of said Municipality on the 19 day of February, 1992.

Cynthia R. Samples  
Cynthia R. Samples, Clerk/Treasurer

The Company hereby accepts the terms and conditions outlined herein on this 27 day of February, 1992.

WOODBРАН REALTY CORPORATION  
By: [Signature]

Approved as to legal form:  
[Signature]  
Charles E. Merchant, Law Director

REVISION TO WOODBRAN REALTY CORPORATION RULES AND REGULATIONS

Sewer Service  
Section 2  
Sheet No. 1

"II. ADDITIONAL RATES AND CHARGES

A. Clean Water Charge

The Company will be entitled to charge any Customer a fee of \$50 per day for discharging Clean Water into the Company's Mains, whether or not such discharge was done with or without the permission of the Company. The charge will be assessed commencing ten (10) days after written notification is served upon the Customer requiring that the Customer take immediate action to eliminate the discharge of Clean Water into the system. If the Customer fails to correct such situation within ten (10) days, the Company may, in addition to the fee authorized herein, make the corrections and charge such Customer for the Company's actual costs incurred to inspect, remove or disconnect any unauthorized Clean Water connections to its Mains.

In the event the Customer fails to take corrective action within the time specified and in the event the Company fails to take corrective action within sixty (60) days from the expiration of the initial ten (10) day period, the Company may take corrective action thereafter but shall not charge the fee beyond sixty (60) days from the commencement of the imposition of the fee.

Sewer Service  
Section 2  
Sheet No. 2

"II. ADDITIONAL RATES AND CHARGES, CONT'D.

E. Redevelopment Charge

If the use of a Customer's property is changed to a use which requires a tie-in fee and/or a Related Facilities charge in excess of the original Related Facilities charge and/or tie-in fee paid by the Customer (calculated as hereinafter set forth), then the Company will be entitled to charge such Customer the difference between the new tie-in and/or Related Facilities charge and the original of such fee paid (the new charge is hereinafter referred to as a "Redevelopment Charge"). The Redevelopment Charge will be assessed by the Company and payable to the Company on the date that the Customer obtains a building permit for the change in use, or when the Company becomes aware of the

EXHIBIT "A"

change, whichever occurs earlier and regardless of whether or not a building permit has been obtained.

The Company will use uniform engineering design standards for establishing the Redevelopment Charge, and the primary basis for determining the Redevelopment Charge is the number of residential equivalencies of the proposed new use based on the actual or projected flows as well as BOD5, and suspended solid loadings. The basis for residential equivalency will be 400 GPD, 0.17 lbs. per day BOD5 and 0.20 lbs. per day suspended solids and other factors. When the Customer is not able to provide the Company with data on its projected new flows and loads, flows and loads will be estimated from table 2-2 of "Process Design Manuals, Waste Water Treatment Facilities for Sewered Small Communities" or similar United States EPA guidelines. Further, the residential equivalencies will be estimated on the basis of connected fixture units as determined from table 9101: 2-51-45(A) of the Ohio Plumbing Code, or such other tables or codes which may be applicable in the future.

Finally, consideration will also be given to the waste water characteristics significantly different from residential waste water including, but not limited to, factors such as peak loads, flows and oil and grease concentrations.

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

Cost factors used will be the then current market cost to construct new Mains, additional plant capacity and Related Facilities (regardless of whether or not new plant capacity and Related Facilities or Mains are constructed by the Company).

Sewer Service  
Section 3(A)  
Sheet No. 5a

15. Complaints with regard to the character of the service furnished, the rates charged, the application of these rules, termination of service by the Company, or bills rendered, must be made to the Company's office either in written or verbal form and if in verbal form it must be confirmed in writing within twenty-four (24) hours with a copy forwarded to the Village of Woodmere, Ohio. All written complaints (or written verifications of oral complaints) must be delivered either personally to an authorized employee of the Company or by United States mail. A record of all such complaints will be kept by the Company. The Company shall endeavor to resolve each Customer complaint promptly.

EXHIBIT "A"

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

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

Sewer Service  
Section 3(A)  
Sheet No. 5b

(Eliminate paragraph 18 as the same is presently covered by the legislation granting the franchise.)

RECEIVED

JAN 8 1990

TARIFF DIVISION  
PUBLIC UTILITIES COMMISSION OF OHIO

INTRODUCED BY: Lawrence S. Smith Ordinance No. 1989-59

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACT WITH WOODBRAN REALTY CORPORATION FOR  
SANITARY SEWER SERVICE AND TO ESTABLISH CONTRACT  
RATES FOR A PORTION OF THE CITY, EAST OF I-271  
IN THE VICINITY OF CHAGRIN BOULEVARD**

WHEREAS, Woodbran Realty Corporation operates a sanitary sewage disposal plant which services a small portion of Beachwood, east of Interstate 271 immediately north of Chagrin Boulevard and south of Chagrin Boulevard to the Beachwood City Line, and

WHEREAS, Woodbran Realty Corporation has requested an adjustment to its rate schedule and a continuation of service to the City, which the City cannot otherwise service, on rates that have been recommended to Council by the City Engineer as being both fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio;

Section 1. That the Mayor of the City of Beachwood is hereby authorized and directed to enter into a contract with Woodbran Realty Corporation as set forth in Exhibit A, attached hereto and made a part hereof as if fully rewritten herein, such rates having been approved by the Public Utilities Commission as an emergency rate in June of 1988, and which the City declares to be permanent, until and unless changed at the request of either the City of Beachwood or Woodbran Realty Corporation upon sixty (60) days written notice to the other and further upon the order of the public Utilities Commission of Ohio.

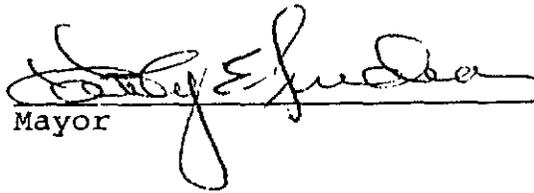
Section 2. That the Clerk of Council is directed to send a copy of this proposed ordinance to the owners of all property located within the Woodbran Sanitary Sewer District requesting any comment or objection, that the ordinance will be on for further reading on Monday, May 15, 1989 at 8:15 a.m. and at least one week prior thereto a notice of Public Hearing shall be published in a newspaper of general circulation in the City.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

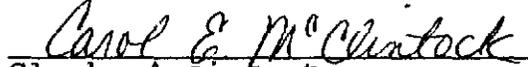
Cancelled by \_\_\_\_\_  
As of \_\_\_\_\_

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed: June 19, 1989

  
Mayor

Attest: June 19, 1989

  
Clerk, Assistant

Approved by the Mayor: June 19, 1989

  
Mayor

I hereby certify that Ordinance No. 1989-59 was duly enacted on the 19th day of June, 1989, by the Council of the City of Beachwood, at a regular meeting of Council, having been on a posted agenda in accordance with law, and posted in accordance with the City Charter.

  
Clerk, Assistant

I, Dale L. Davis, Clerk of Council of the City of Beachwood, hereby certify that the foregoing is a true and correct copy of Ordinance No. 1989-59 adopted by the Council of the City of Beachwood on June 19, 1989.

  
Dale L. Davis, Clerk of Council

Summary of Rate Changes:

- 1) The Company proposes to increase its rates and charges for sewer service, as follows, and to establish two new rate classes; the apartment and food service classes:

WOODBRAN REALTY COMPANY

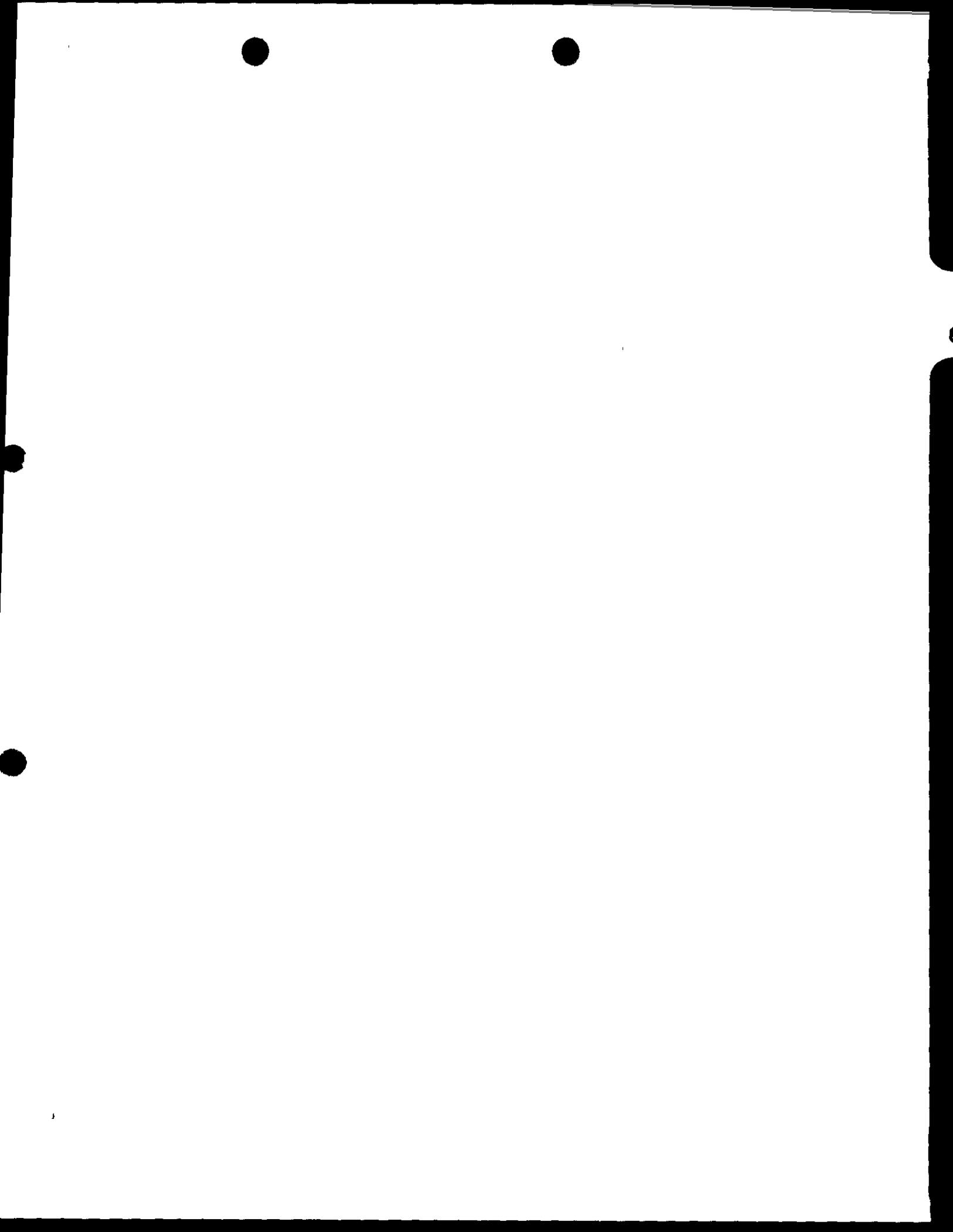
Present Rates and Proposed Rate Increases

Customer Classification	Present Rate	Present Rate Incl. Temporary and Emergency Surcharge	Proposed Rate	Annual Increase
Residential #1	\$49.75/qrtr	\$54.79/qrtr	\$75.00/qrtr	\$20.21/qrtr
Apartment #2	\$31.40/MCF	\$36.44/MCF	\$43.97/MCF	\$ 7.53/MCF
Commercial	\$31.40/MCF	\$36.44/MCF	\$52.75/MCF	\$16.31/MCF
Food Service #3	\$31.40/MCF	\$36.44/MCF	\$58.89/MCF	\$22.45/MCF

#1 - Flat rate billed quarterly.

#2 - Class removed in Case #86-854-ST-AIR currently charged the same as commercial customers.

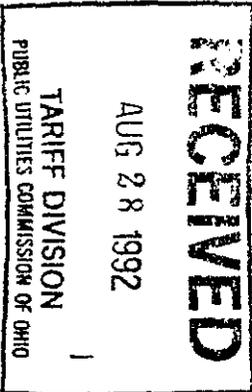
#3 - New class currently charged the same as commercial customers.



INTRODUCED BY:

ORDINANCE NO. 1992-10

AN ORDINANCE GRANTING TO THE WOODBRAN REALTY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND FRANCHISE TO LAY, EXTEND, MAINTAIN, OPERATE, RELOCATE, REPAIR AND REMOVE COLLECTOR MAINS AND LINES WITH THE NECESSARY PUMPING DEVICES, TAP-INS, SERVICE CONNECTIONS AND OTHER APPURTENANCES AND DEVICES NECESSARY OR CONVENIENT TO THE OPERATION OF SUCH COLLECTOR MAINS AND LINES IN, THROUGH, UNDER AND FROM THE STREETS, ALLEYS, PUBLIC GROUNDS AND PUBLIC PLACES OF THE VILLAGE OF WOODMERE, OHIO, FOR THE COLLECTION AND TRANSPORTATION OF SANITARY SEWAGE TO THE SANITARY SEWAGE PLANT OF THE WOODBRAN REALTY CORPORATION FOR THE CONVENIENCE AND BENEFIT OF THE VILLAGE OF WOODMERE, ITS INHABITANTS AND THE OTHER SANITARY SEWAGE CUSTOMERS OF THE WOODBRAN REALTY CORPORATION.



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

Section 1: Subject to the terms and conditions of this Ordinance, there is hereby granted unto the Woodbran Realty Corporation, an Ohio corporation, hereinafter called the "Company", which operates and maintains sanitary sewage collection and treatment services pursuant to a Certificate of Public Necessity and Convenience granted unto it by the State of Ohio, and its successors and assigns, a non-exclusive right and franchise to lay, extend, maintain, operate, relocate, repair and remove collector mains and lines with the necessary pumping devices, tap-ins, service connections and other appurtenances and devices necessary or convenient to the operation of such collector mains and lines in, through, under and from the streets, alleys, public grounds and public places of the Village of Woodmere, Ohio, for the collection and transportation of sanitary sewage to the sanitary sewage plant of the Woodbran Realty Corporation for the convenience and benefit of the Village of Woodmere, its inhabitants and the other sanitary sewage customers of the Woodbran Realty Corporation, commencing March 1, 1992 and expiring December 31, 2012.

Section 2: In the work of laying, extending, maintaining, operating, relocating, repairing and removing of its collector mains and lines located within the streets, alleys, public grounds and public places in the Village, the Company shall not unnecessarily obstruct or interfere with the ordinary use or occupation of any street, alley, public ground or public place or injure, interfere with or change any existing arrangement such as storm sewers, water mains, gas lines, telephone lines or electric

lines already laid or hereafter to be laid within such areas. The location and manner of laying said mains and lines and other structures in the streets, alleys, public grounds and public places in the Village shall be under the direction and subject to the approval of the municipal officer having charge of said streets, alleys, public grounds and public places, provided that said approval shall not be unreasonably withheld.

Section 3: All mains and lines and other structures and devices shall be laid with reference to the present surface grade of the streets, alleys, public grounds and public places through which the same may be placed and, in case the grade of any street, alley, public ground or public place shall hereafter be changed by the Village, the Company shall cause its mains and pipes to be relayed in conformity with such changed grade at its own expense and shall not be entitled to any compensation or damage from the Village by reason of such change of grade.

Section 4: Whenever the Company shall open ground in any street, alley, public ground or public place of the Village, it shall, after laying such main and lines or doing other necessary work, restore pavement, sidewalks and ground to a condition equally as good as before the commencement of such work and shall not permit any street, alley, public ground or public place to remain open for a longer period that may be reasonably necessary to execute the work for which the same shall have been opened. If the Company fails to do any work required by this section after receipt of demand by the municipal officer having charge of said streets, alleys, public grounds and public places, the same may be done by the Village and the Company shall be liable for the cost thereof.

Section 5: The Company shall save harmless the Village from any and all damages or injuries due to the negligence of the Company which may be incurred during the construction, maintenance, operation and removal of such mains, lines and other structures and during the prosecution of such work, the Company shall provide unto the Village an endorsement for the benefit of the Village of a liability insurance policy in form and amount satisfactory to the Law Director of the Village.

Section 6: The service connection from the mains and lines of the Company to the curb and the curb box or tie-in coupling in place of the curb box shall be installed and maintained at the expense of the Company and the Company shall, at its own cost and expense, supply and maintain all meter regulators and they shall be of standard make.

Section 7: The tap-in charge or tie-in fee to be charged for each residential customer shall not exceed the sum of \$1,700.00 during the term of the franchise authorized herein. It is

understood that the \$1,700 limited tap-in fee shall apply to single-family residential users only. All other types of customers will be required to pay the other charge(s) determined in accordance with the Company's Rules and Regulations.

Section 8: The Village Building Inspector shall advise the Company when applications for new construction or construction effecting a change of use are filed with the Village and shall not issue any building permit until a signed contract and tie-in agreement permitting connection to the sewer system for such construction has been presented to him. The Village Building Inspector shall enforce Section 921.12 of the Codified Ordinances with respect to grease traps and food service and sales businesses within the Village.

Section 9: The Company shall pay to the Village the sum of ten thousand dollars (\$10,000) concurrently upon the authorization of this franchise.

Section 10: At the expiration of this franchise, any and all collector mains and lines, with all necessary pumping devices, tap-ins, service connections and appurtenances located in the public streets or upon public property may be removed by the Company. In the event said equipment is not removed by the Company within six months from the expiration of this franchise, the Village shall have the option to acquire the same by paying to the Company the fair market value as determined by an independent appraiser, or in the event the Company and Village do not agree on the value of said property, the Village may acquire the same through its Constitutional, Charter or statutory powers. The Company may, with the written consent of the Village, sell, transfer, or convey this Franchise with such property during the term of the Franchise, which consent shall not be unreasonably withheld.

Section 11: This Franchise is subject to the provisions of Article X of the Charter.

Section 12: Any Rules and Regulations of the Company shall be subject to the approval of Council by appropriate legislation before they become effective and enforceable.

Section 13: In the event the Company should violate any of the terms of this Ordinance or any federal, state or local law or regulation, or any of the Rules and Regulations as may hereafter be from time to time lawfully adopted, or any provision of the Franchise Agreement, the Village shall promptly give the Company written notice of the violation, breach, default or noncompliance. The Company shall within fifteen (15) days of receipt of written notice from the Village affirmatively undertake and promptly

ORDINANCE NO. 1992-10

correct such default, breach, violation or noncompliance and certify the same to the Village. In the event that the Company fails to affirmatively undertake such corrective action within fifteen (15) days of receipt of such written notice and promptly complete the corrective action, the Village may:

- (a) Make such correction itself and charge the cost of the same to the Company; and/or
- (b) Impose the sum of one hundred fifty dollars (\$150) per day for each day breach or violation following the cure date that Company fails to meet agreed upon limits for such activity or its contractual or legal obligations; and/or
- (c) In the case of a material breach by Woodbran of this Ordinance, the Franchise Agreement, or the Rules and Regulations adopted for the same, the Village may declare the Company in default and terminate the franchise and rights granted under the franchise.

Any enforcement action or remedy provided by this section of this Ordinance shall not be deemed exclusive but shall be alternative or cumulative in nature. Notwithstanding anything to the contrary in this Ordinance, the Village shall not impose any penalty upon the Company where either the violation or failure to cure the same result from force majeure, labor dispute, declaration of war or other hostilities, Act of God, or any other reason beyond the control of the Company.

Section 14: The provisions hereof shall in all respects inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 15: The Company shall install sanitary sewers on all existing side streets in the Village which are not presently sewerred, in order to eliminate pollution from unsewerred areas of the Village and to more efficiently operate the treatment plant. No street shall be sewerred without ninety (90) days notice to the Village. Financing of said construction shall be obtained through the charging of tap-in fees, redevelopment charges, tie-in fees and rates as hereinbefore established, and as may be modified from time to time by agreement between the Company and the Village of Woodmere. Funds obtained for this purpose shall be earmarked in a separate account established by the Company. The Village will cooperate with the Company to procure any necessary easements which may be required to facilitate the installation of such sanitary sewer lines.

ORDINANCE NO. 1992-10

Also, construction of the sanitary sewers will be commenced only after the Village completes plans for storms sewers on any street in which the sanitary sewers are to be constructed, provided, that the Company shall cooperate and coordinate sanitary sewer plans with the Village Engineer prior to construction.

Section 16: The existing Ordinance 1965-32 be and the same is hereby repealed.

Section 17: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 24, 1992

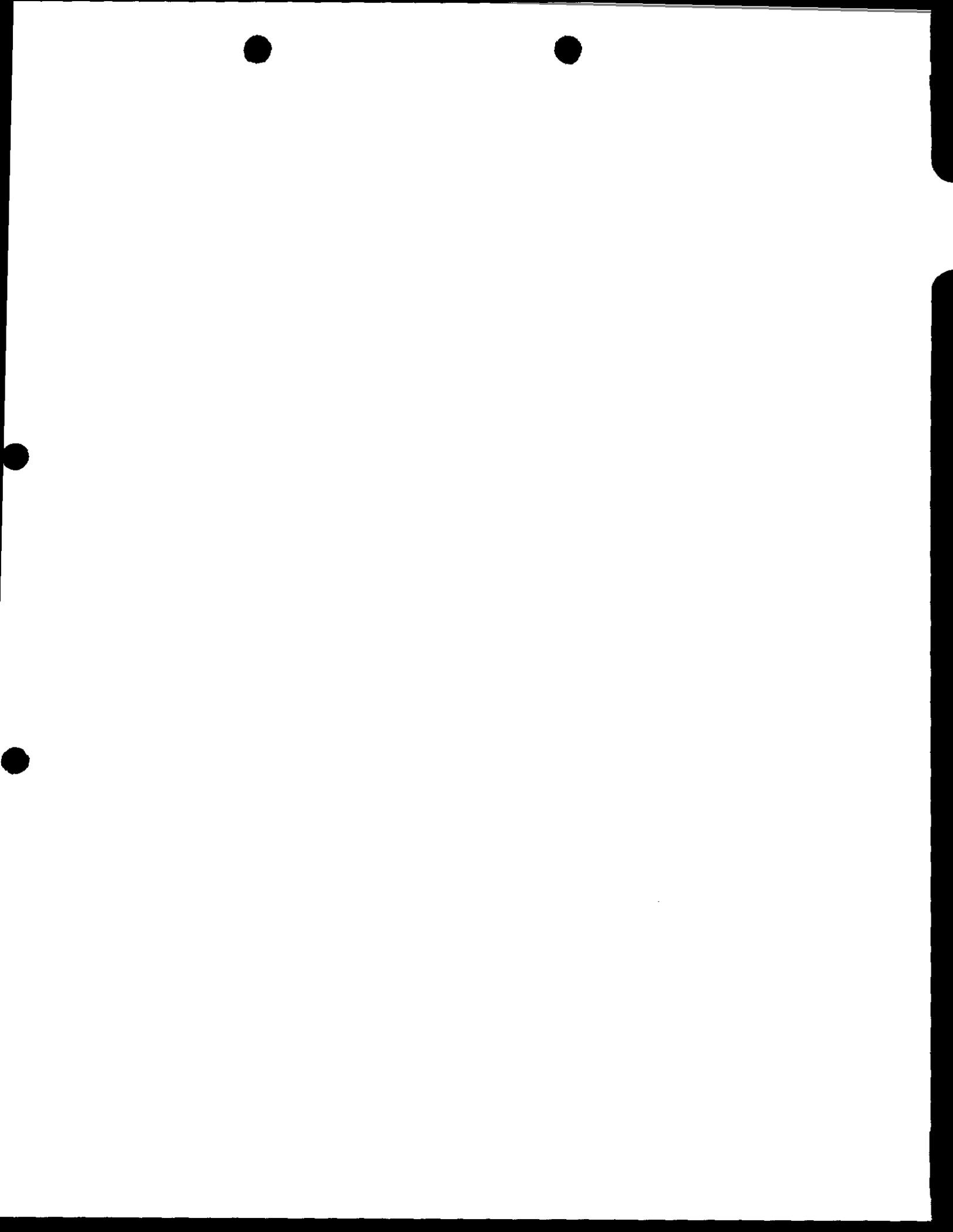
Bettie J. Perry  
Bettie Perry,  
President of Council

ATTEST:  
Cynthia R. Samples  
Cynthia R. Samples,  
Clerk/Treasurer

APPROVED: Robert C. Rice  
Mayor Robert C. Rice

I, Cynthia R. Samples, as Clerk/Treasurer of the Village of Woodmere, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1992-10, adopted by the Council of said Municipality on the 24th day of March, 1992.

Cynthia R. Samples  
Cynthia R. Samples,  
Clerk/Treasurer





SANITARY SEWAGE DISPOSAL CONTRACT

BETWEEN  
WOODBAN REALTY CORPORATION  
AND  
THE CITY OF BEACHWOOD, OHIO

JAN 8 1990

TARIFF DIVISION  
PUBLIC UTILITIES COMMISSION OF OHIO

THIS CONTRACT is made and entered into as of the 19<sup>th</sup> day of JUNE, 1989, by and between WOODBRAN REALTY CORPORATION, an Ohio corporation (hereinafter called the "Company") and the City of Beachwood, a chartered municipal corporation in Cuyahoga County, Ohio, created and existing under the laws of the State of Ohio (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the Company is a sanitary sewage treatment facility licensed by the Public Utilities Commission of Ohio to operate, own, maintain and provide sanitary sewer service within the area described on Exhibit A attached hereto and made a part hereof (the "Service Area"); and

WHEREAS, the Company has been providing sanitary sewer service by contract/ordinance with the Municipality for at least 9 years, pursuant to certain rules and regulations which set forth the service and the rates and charges for said service; and

WHEREAS, the rules and regulations should be revised to acknowledge and accommodate recent improvements to the Company's treatment plant and collection system (collectively referred to as the "Facility") that were mandated by the Federal Clean Water Act; and

WHEREAS, the current contract/ordinance between the Company and the Municipality (adopted JUNE 20<sup>th</sup>, 1988) was a temporary

agreement entered into as a result of the Company's need for emergency rate relief in 1988; and

WHEREAS, the Company has presented to the Municipality for consideration certain revised rules and regulations with new rates and charges set forth therein. A copy of the Company's rules and regulations, which include the new rates and charges is attached hereto as Exhibit B and incorporated herein by reference. The rules and regulations attached as Exhibit B are hereinafter collectively referred to as the "Rules" and specifically the rates and charges set forth at Section 2, Sheet's 1, 2, 3, and 4 are hereinafter referred to as the "Rates and Charges"; and

WHEREAS, on June 19, 1989, Ordinance #1989 - 59 (the "Ordinance") was enacted authorizing the Municipality's Mayor to execute a contract with the Company for sanitary sewer service and to establish contract rates for a portion of the Municipality east of I-271 in the vicinity of Chagrin Boulevard; and

WHEREAS, upon the introduction of the Ordinance, the matter was referred to the Municipality's engineer who after extensive review and evaluation of the Company's need for a rate increase and a modification of its existing rules and regulations made a determination and a recommendation to the Municipality to the effect that the Company's new Rates and Charges and Rules are fair, reasonable and justified; and

WHEREAS, the Municipality advertised in a paper of general circulation a notice of a public hearing which was held on May 15, 1989 concerning the Ordinance and further, the Municipality

provided actual notice by regular U.S. mail of the hearing to the property owners in the Service Area; and

WHEREAS, the Municipality's Council, after not hearing nor receiving any objections from the public as to the passage Ordinance and after determining that the Rates and Charges Rules attached hereto as Exhibit B are fair, equitable and reasonable and that the adoption of the Ordinance is in the best interest of the properties owners within the Service Area, and after three (3) readings of the Ordinance, unanimously passed the Ordinance on June 18, 1989; and

WHEREAS, all actions of the Municipality concerning and relating to the enacting of the Ordinance were in open meetings of the Municipality's Council, and that all deliberations of said Council and of any of its committees, if any, that resulted in such formal action were, in meetings open to the public, in compliance with all legal requirements; and

WHEREAS, the Municipality is desirous of entering into this Contract with the Company in order to ensure the continual operation of the Company's Facility pursuant to reasonable rates, rules and regulations governing the operation of the Company's Facility, and further provide the necessary funding for continued improvement to and operation of the Facility for the protection of the peace, health, safety, and welfare of the residents of the Municipality; and

WHEREAS, the parties by executing this Contract wish to set forth the terms and conditions under which the Company will provide

sanitary sewage treatment service to the properties within the Service Area.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereto agree that the Company will furnish to the Municipality within the Service Area the sewage disposal services upon the following terms and conditions:

Section 1. Definitions.

All terms used in this Contract are to be interpreted in accordance with the Company's rules and regulations now in effect.

Section 2. Adoption of Rates and Charges and Rules.

The Municipality hereby adopts and approves of each and all of the Rules as set forth on Exhibit B, and specifically, the Municipality hereby adopts and approves of the Rates and Charges set forth therein and authorizes the Company to assess and collect retroactively from May 1, 1989, the Rates and Charges and enforce in a reasonable manner, each and every one of the Rules. The specific Rates to be charged by the Company under this Contract, unless amended as provided herein or allowed in the Ordinance, are as follows:

<u>Classification</u>	<u>Amount</u>
Residential . . . . .	\$75.00/quarterly (billed in advance)
Apartment . . . . .	43.97/MCF (billed in arrears)
Commercial . . . . .	52.75/MCF (billed in arrears)
Food Service . . . . .	98.89/MCF (billed in arrears)

Section 2. Covenants of the Municipality. The Municipality covenants and agrees:

(a) That it will maintain and enforce a sanitary health ordinance requiring all improved properties within the Service Area which discharge sewage and which are accessible to the Company's Facility's to connect to the Facility and to desist forthwith from discharging or disposing of sewage in any manner inconsistent with the Company's Rules.

(b) That it will not permit any properties outside or inside the Service Area to be connected directly or indirectly with the Company's Facility's without the express written consent of the Company.

(c) That it will notify the Company of all requests for building permits within the Service Area, and prior to any building permit being granted, the Municipality will require the applicant thereof to obtain a "tie in" letter from the Company which in effect will indicate the Company's agreement and ability to provide sanitary sewage service to and for such applicants' property.

(d) That it will not permit the discharge of ground water through cellar drainage facilities and storm water through downspouts or storm drains to the Company's collection system.

Section 3. Term of Contract. This Contract will be effective upon execution hereof by both parties and will continue in full force and effect until December 31, 1991, unless modified as provided herein.

Section 4. Inspections and Reviews. The Company agrees to reimburse the Municipality for all reasonable costs and expenses incurred by the Municipality in retaining an engineer to review

the Company's Rates and Rules and Charges, as proposed by the Company prior to the enactment of the Ordinance and for all reasonable costs related to the drafting of the Ordinance and this Contract. Further, the Company after three (3) days advance written notice will allow the Municipality to review the Company's records once per calendar year to verify the Company's income and expenses. The Facility may be inspected as needed by the Municipality's Engineer after 48 hours advance written notice to the Company except in the event of an emergency.

Section 5. Adjustment. In addition to any rights of the parties set forth in the Ordinance, the Rates and Charges may be adjusted by the Company twice during each 12-month period between January 1, and December 31 of each calendar year during the term of this Contract; provided, however, each such adjustment must be for the purpose of passing through any reduction or increase, as the case may be, in the fees or charges paid or to be paid by the Company pursuant to Attachment A of the "Agreement" dated February 1, 1989 by and between the Company and Envirotech Operating Services, Inc. ("EOS").

If an adjustment in the Rate and Charges is required during the term of this Contract as allowed in this Section, the Company without further action by the Municipality may adjust its Rates and Charges then in effect in a manner consistent with the increase in the fees and charges assessed by EOS pursuant to said Agreement; provided, however, before any such adjustment will become effective, the Company must provide the Municipality's Mayor with

reasonable documentation justifying such adjustment and further must provide fifteen (15) days advance written notice of such adjustment to the Company's Customers in the Service Area.

Section 6. Discharge of Duties. The Company hereby affirms its intention to discharge full and completely any and all duties and obligations, relative to the maintenance and improvement of the Company's facilities serving the Municipality, which have been or might later be imposed upon it by federal, state or local laws or regulations or by judicial order or decree.

Section 7. Compliance with all Laws. This Contract is being executed in accordance with Article 18, Section 4 of the Ohio Constitution and the applicable enabling Sections of the Ohio Revised Code and the Charter and laws of the Municipality.

Section 8. Notices. All notices or communications provided herein shall be in writing and shall be either delivered to the Mayor of the Municipality or the President of the Company, or, if mailed, shall be sent by registered or certified mail, postage prepaid, until otherwise specified in writing addressed to the Municipality at 2700 Richmond Road, Beachwood, Ohio 44122, or addressed to the Company at 3439 West Brainard Road, Woodmere, Ohio 44122.

Section 9. Severability. Should any part, term or provision of this Contract be determined by the courts to be illegal or in conflict with any law, the validity of the remaining provisions shall not be effected thereby.

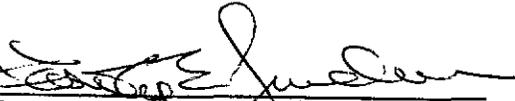
Section 10. Whereas Clauses. The "WHEREAS" clauses set forth above are incorporated into the body of this agreement as though the same were fully rewritten herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

WOODBRAN REALTY CORPORATION

By:   
Randy S. Kertesz, President

CITY OF BEACHWOOD

By:   
Mayor Harvey Friedman

and

By:   
Clerk of Counsel

*approved  
M. Orkin  
Law Director*

RMK:650

Beachwood  
Service AREA.

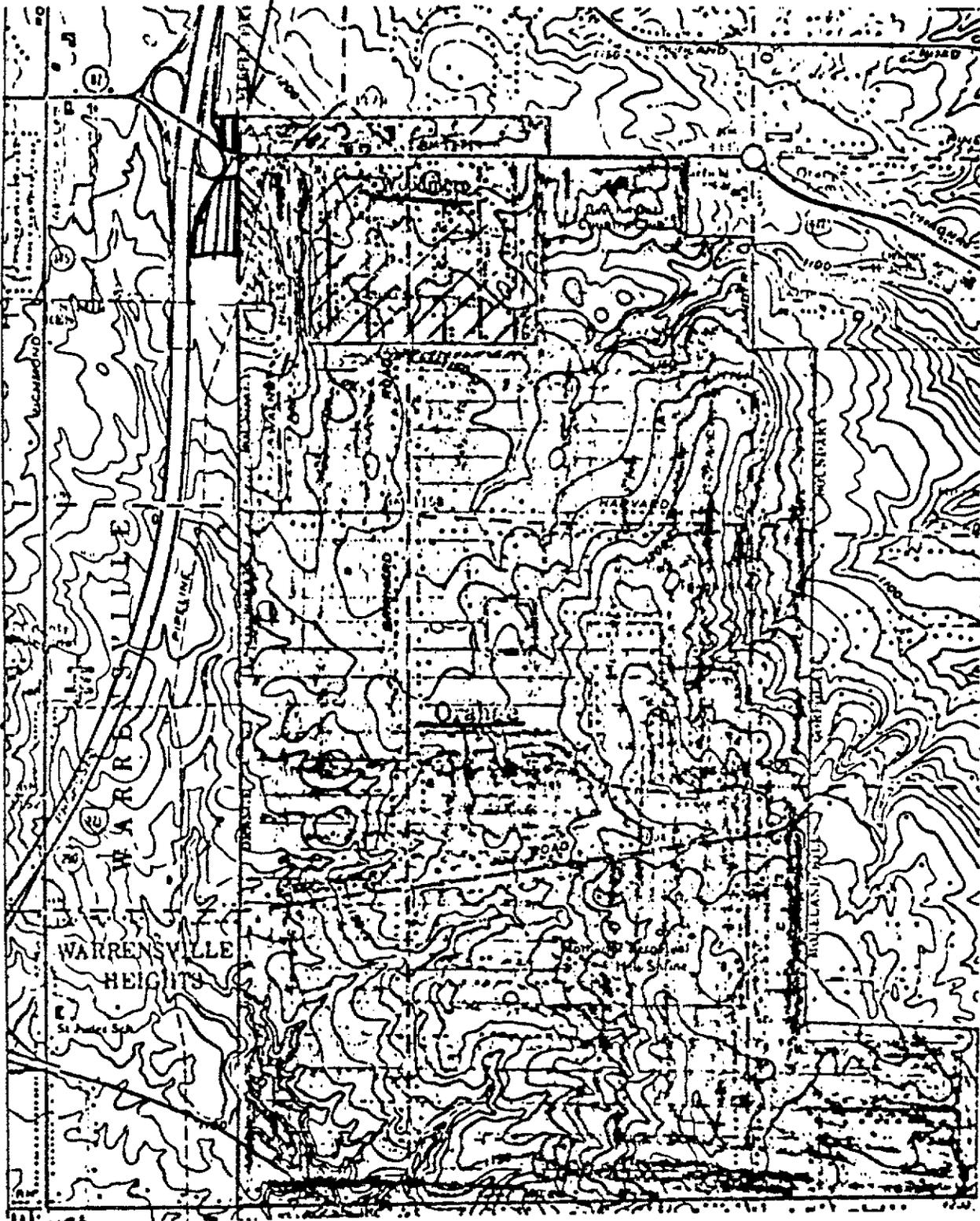
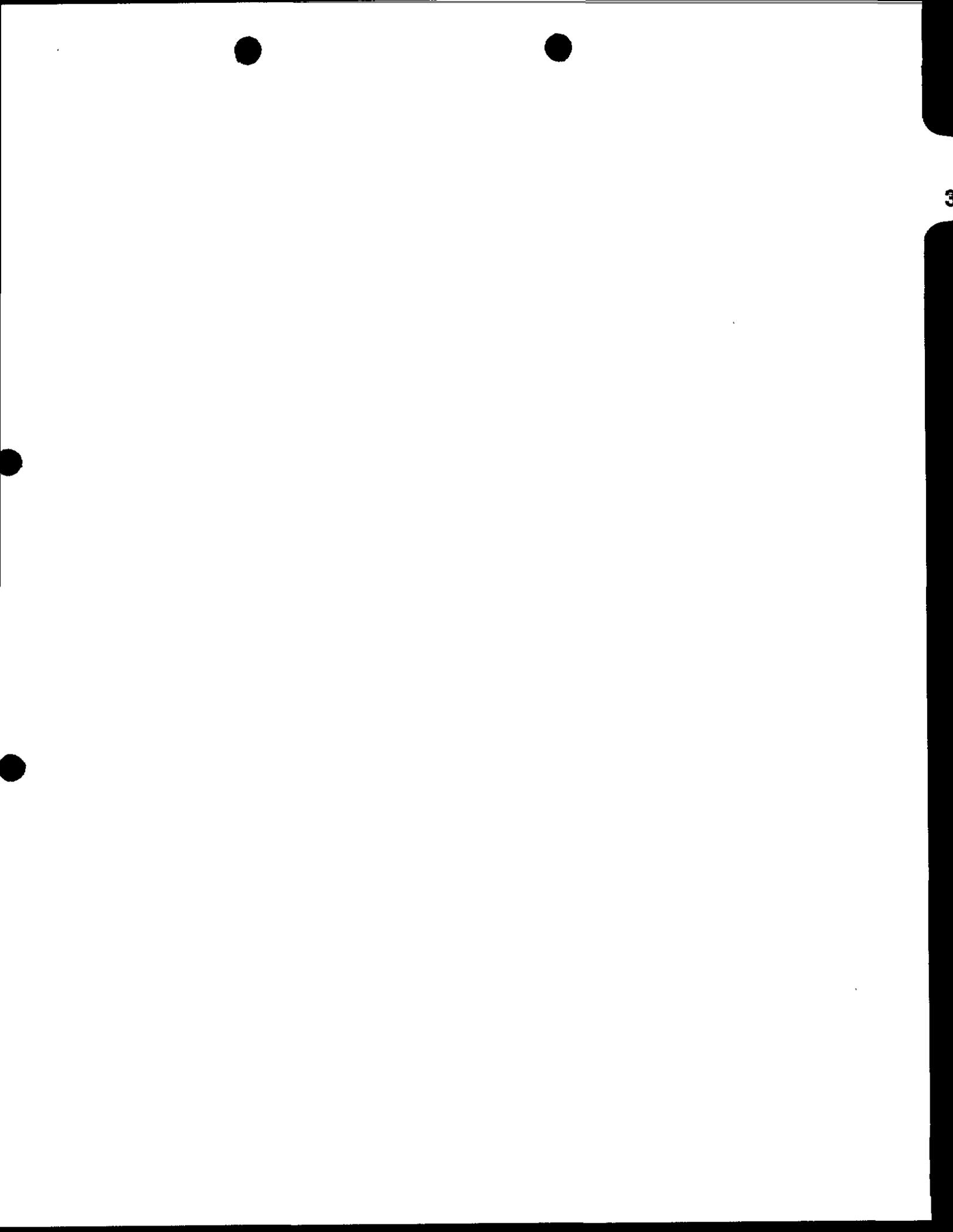


Exhibit A



INTRODUCED BY: Kenneth A. Kraus

ORDINANCE No. 1989-112  
(AMENDED)

AN ORDINANCE  
AMENDING ORDINANCE 1989-59 AUTHORIZING THE  
MAYOR TO ENTER INTO A CONTRACT WITH WOODBRAN REALTY  
CORPORATION FOR SANITARY SEWER SERVICE AND TO ESTABLISH  
CONTRACT RATES FOR A PORTION OF THE CITY, EAST OF I-271  
IN THE VICINITY OF CHAGRIN BOULEVARD

WHEREAS, Woodbran Realty Corporation operates a sanitary sewage disposal plant which services a small portion of Beachwood, east of Interstate 271 immediately north of Chagrin Boulevard and south of Chagrin Boulevard to the Beachwood City Line, and

WHEREAS, Woodbran Realty Corporation has requested an adjustment to its rate schedule and a continuation of service to the City, which the City cannot otherwise service, on rates that have been recommended to Council by the City Engineer as being both fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio;

Section 1. That the Mayor of the City of Beachwood is hereby authorized and directed to enter into a contract with Woodbran Realty Corporation, increasing existing rates as set forth in Exhibit A, attached hereto and made a part hereof as if fully rewritten herein. The prior rate schedule was approved by the Public Utilities Commission as an emergency rate in June, 1988 and is applicable until May 1, 1989, when the rate schedule shown on Exhibit A shall be in full force and effect for a period of three (3) years, unless this agreement is amended by mutual consent or superceded by the Public Utilities Commission of Ohio.

Section 2. That the Clerk of Council is directed to send a copy of this proposed ordinance to the owners of all property located within the Woodbran Sanitary Sewer District requesting any comment or objection, that the ordinance will be on for further reading on May 15, 1989 at 8:15 p.m. and at least one week prior thereto a notice of Public Hearing shall be published in a newspaper of general circulation in the City.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

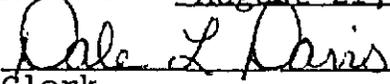
Section 4. This Ordinance is hereby declared an emergency measure immediately necessary for the peace, health, safety and welfare of the residents of the City of Beachwood, and in order that certain amendments required for Ordinance 1989-59 not be further delayed.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

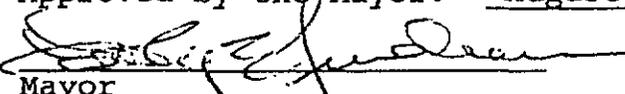
Passed: Augsut 21, 1989

  
\_\_\_\_\_  
Mayor

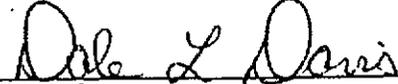
Attest: August 21, 1989

  
\_\_\_\_\_  
Clerk

Approved by the Mayor: August 21, 1989

  
\_\_\_\_\_  
Mayor

I hereby certify that Ordinance No. 1989-112 was duly enacted on the 21st day of August, 1989, by the Council of the City of Beachwood, at a regular meeting of Council, having been on a posted agenda in accordance with law, and posted in accordance with the City Charter.

  
\_\_\_\_\_  
Clerk

I, Dale L. Davis, hereby certify that the foregoing is a true and correct copy of Ordinance No. 1989-112 adopted by the Council of the City of Beachwood on August 21, 1989.

  
\_\_\_\_\_  
Dale L. Davis, Clerk of Council

INTRODUCED BY: Si Wachsberger

ORDINANCE NUMBER: 1988-74

AN ORDINANCE  
TO PROVIDE FOR A SANITARY SEWER RATE  
ADJUSTMENT FOR COMMERCIAL PROPERTY EAST OF  
INTERSTATE 271 CONNECTED TO  
WOODBРАН SEWAGE TREATMENT PLANT

WHEREAS, Woodbran Realty Corporation, (hereinafter "Woodbran") the operator of Woodbran, servicing commercial properties in the City of Beachwood, east of Interstate 271, has filed an application with the Public Utilities Commission for an emergency rate increase, and

WHEREAS, the contract with the City of Beachwood that for such service will expire in April 1988, pursuant to an order of the P.U.C.O., and

WHEREAS, in an order dated April 14, 1987, in Case Number 86-497-ST-AIR and 86-854-ST-CMR the Public Utilities Commission of Ohio found and determined that the rate schedule for the City of Beachwood in effect at that time was reasonable and proper according to a contract between the City and Woodbran.

NOW, THEREFORE, BE IT ORDAINED BY Council of the City of Beachwood, County of Cuyahoga, and State of Ohio:

Section 1. The Council of the City of Beachwood finds that the agreement of Woodbran to continue the existing rates for an additional 36 months is both reasonable and proper, except that the Council hereby incorporates by reference as fully rewritten herein any rate changes ordered by P.U.C.O. for the City of Beachwood; in the event that P.U.C.O. does not make a specific determination for the City of Beachwood, Ohio, then this Ordinance incorporates as if fully written herein the rate schedules established by the P.U.C.O. for the same service for Woodmere Village, or if the order of the P.U.C.O. is silent for Woodmere Village, then for Orange Village, in order that the buildings within the city of Beachwood that are east of Interstate 271 will pay the same or similar charges for service to Woodbran that are paid by other users of the same or similar service within the sanitary sewage district served by Woodbran. Any such amendment to the existing rates schedules which are incorporated by reference herein shall be retroactive to the earliest date permitted by the P.U.C.O. and the City of Beachwood agrees to amend its contract, from time to time, to so state, when necessary.

The Council further finds and determines that Woodbran provides the only service available to city property located east of Interstate 271, that the said sanitary sewer plant requires reasonable funds as determined by the P.U.C.O. to efficiently and

safely operate its system, but at all times within all laws and regulations applicable to the said treatment plant.

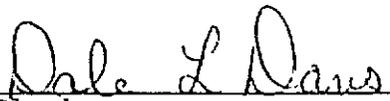
Section 2. That in accordance with Article 8, Section 2 of the Charter of the City of Beachwood, this ordinance shall not be passed until it shall have been read at 2 regular meetings of the Council, and at least one week prior to the second reading the Clerk shall cause a notice of the proposed Ordinance to be published in a newspaper of general circulation in the City of Beachwood. In addition thereto, the Clerk shall forward a copy of this Ordinance to each of the properties located in the city that are connected to Woodbran, at their last known addresses, informing each party that this ordinance will be on for second reading on the 20th day of June, 1988 at 8:00 p.m.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared an emergency measure immediately necessary for the public peace, health, safety and welfare, and for the further reason that it is necessary to adopt this legislation and provide for the foregoing rate schedule in order that there not be interruptions of service and that both Woodbran and its customers in the City of Beachwood may expect fair and reasonable rates to be in effect for sanitary service, as may also be determined by the Public Utilities Commission of Ohio and in accordance to the law, from and after the earliest time permitted by the law.

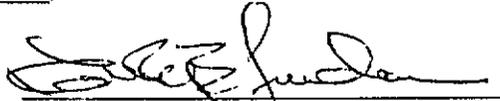
WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

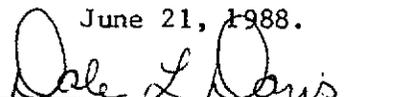
Attest: I hereby certify that this legislation was duly adopted on the 20th day of June, 1988, and presented to the Mayor for approval or rejection in accordance with Article III, Section 7 of the Charter on the 21st day of June, 1988.

  
Clerk

I, Dale L. Davis, hereby certify that the foregoing is a true and correct copy of Ordinance No. 1988-74 adopted by the Council of the City of Beachwood on June 21, 1988.

Approval: I have approved this legislation this 21st day of June, 1988 and filed it with the Clerk.

  
Mayor

  
Dale L. Davis, Clerk of Council