

FOREST GLEN UTILITY COMPANY RULES AND REGULATIONS

- The Utility Company shall furnish, subject to the limitations set forth in this Customer Sewer Service Agreement, its Rules, and its Tariff, such treatment and disposal of wastewater and provision of reclaimed water for irrigation as the Customer requires in connection with the Customer's occupancy of a primary, residential structure, subject to the Utility Company's rules as well as the Drought Contingency rules of the water service provider.
- *If this is a new installation, the customer is required to clearly mark the property lines with a stake and mark the side of the lot where they prefer the new connection be installed (connection will be installed along one of the side property lines within the street right-of-way). The Utility Company reserves the right to determine the final location of the connection site.*
- Any delinquent payment or late charge payment by a check that is not honored will result in a penalty being assessed or a deposit being required.
- Customer is responsible for all plumbing on their side of the sewer connection.
- Customer who executes this AGREEMENT is prohibited from using the sewer system for any purpose other than as a temporary connection prior to transfer to the resident of the home. The Utility Company may terminate service or require the Customer to complete a Customer Service Agreement if the Utility Company, at its sole discretion, determines that the Customer is using the system for a residential purpose.
- Customers are forbidden to attach any ground wire to any plumbing, which may, or may not be, connected to the Utility Company's system.
- The Utility Company or its duly authorized agents shall at all reasonable times have the right to enter the customer's premises for any purpose.
- Any change in connection size or change in connection location, requested by the customer, will be charged time and materials and will be performed at the discretion of the Utility Company.
- It is the responsibility of the customer to notify the Utility Company of any change of ownership, change of use, or change of billing address. For the Customer's protection, in case of any emergency situation, please ensure that the Utility Company has phone numbers on file to reach the Customer if the Customer is absent from Medina County.
- The Utility Company, at its sole discretion, may terminate service to any Customer that the Utility Company finds in noncompliance with the Customer Service Agreement, the Utility Company's Rules and Regulations, or the Utility Company's Tariff.

- The Utility Company will mail bills monthly. The due date of bills for utility service is sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the Utility Company constitutes proof of the date of issuance. Payment for utility service is delinquent if the Utility Company does not receive full payment, including late fees and the regulatory assessment, by 5:00 p.m. on the due date. The Utility Company will charge a late penalty of 10.0% on bills received after the due date. After mailing a late notice, the Utility Company may disconnect if amount due and late penalty are not paid in 10 additional days. A Reconnection charge will be applied to the Customer's account for reconnection of service. Payment of all service charges and fees must be received by 5:00 pm of the regularly scheduled work day in order to have sewer service reconnected. Any reconnections performed after regular business hours, on weekends, or holidays shall be assessed an after-hour premium. The Customer understands and agrees that the Utility Company shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the Customer does not receive his or her billing statement within a reasonable period of time, the Customer is responsible for either making payment (approximate) to the Utility Company, including account number on all checks, contacting the Utility Company to obtain another copy of the Customer's billing statement, or acquiring a current account balance due to the Utility Company, at which time the Customer shall make payment in full.

- Once this AGREEMENT is executed, the Monthly Minimum will be billed monthly regardless of whether the Customer uses any utility service during the month. If this bill is not paid for any reason, the water connection will be removed and new installation fees will apply.

- The Property Owner hereby grants to the Utility Company, its successors and assigns, a perpetual easement in, over, under and upon the Property Owner's land at such point as a sewer service or reclaimed water connection is made by the Utility Company and ten (10) feet in all directions thereof for the exclusive purpose of line connection to the utility system of the Utility Company, including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes.

- The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the connection and extend to the dwelling or point of use. Each Customer shall have a separate and distinct service connection to the Utility Company's utility system with a connection supplied by the Utility Company at the Customer's expense. The Utility Company shall have final authority in determining the location of a service line connection to the Utility Company's utility systems.

- The service line shall typically connect with the Utility Company's sewer system at the nearest point of use by the Customer, provided the Utility Company has determined, in advance, that the system is of sufficient capacity to permit delivery of wastewater at that point.

- The Customer agrees that no other past, present, or future source of wastewater system shall be connected to any sewer lines served by the Utility Company's sewer system and the Customer shall disconnect from any present wastewater system prior to connection to and switching to the Utility Company's system and shall eliminate any present or future cross-connection in the Customer's system. The Utility Company may terminate sewer service to any Customer immediately for any noncompliance with this provision.

- If payment of the bill is delinquent an average of 3 times in a one year period, a deposit of \$50.00 will be required to keep said account active. When the account has been in a current-paid status for a one (1) year time period, this deposit amount will be refunded to the customer.