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ORDINANCE
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ORDINANCE NO. 2021-07

AN ORDINANCE AMENDING AND REVISING THE VILLAGE OF VANLUE WATER RULES AND REGULATIONS AND DECLARING AN EMERGENCY.


Be it Ordained by the Council of the Village of Vanlue a two-third (2/3) majority of the members elected thereto concurring:

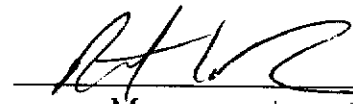
Section 1. That the Village of Vanlue Water Rules And Regulations as amended and revised, a copy of which is attached hereto and incorporated herein as "Exhibit A" be and the same hereby is adopted as the Water Rules and Regulations for the Village of Vanlue.

Section 2. That all prior Rules and Regulations heretofore promulgated by the Utility governing the services supplied are superseded and replaced by this current version of the Rules and Regulations, which incorporates all prior Ordinances, Resolutions, and Amendments previously approved by the Board of Public Affairs and/or Village Council.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the Village of Vanlue.

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.


President of Council, Melissa Caudill


Mayor, Robert Brooks

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Passed

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Attest

10-25-2021
Approved

*this ordinance is an amendment
to any and all unrecorded
water rules and regulations for
the village of vanlue.*

*Melinda Boyd
Jiscal officer
November 1, 2021*



VILLAGE OF VANLUE WATER AND SEWER UTILITY

Water Rules And Regulations

REVISED OCTOBER 25, 2021

VILLAGE OF VANLUE, OHIO

124 Center Street, P.O. Box 77, Vanlue, OH 45890



**WATER RULES AND REGULATIONS
VILLAGE OF VANLUE, OHIO**

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WATER RULES AND REGULATIONS

PREAMBLE

All rules and regulations are established under the Ohio Revised Code, Section 743.01 through 743.04 and Chapter 6109 - Safe Drinking Water, and Chapter 6111 - Water Pollution and 3745-95 of the Ohio Administrative Code.

The adoption of Rules and Regulations is not for the purpose of imposing unnecessary or burdensome regulations upon the users of water from the Vanlue municipal water supply system but only to provide for the orderly conduct of the business of the Vanlue Water & Wastewater Departments, to prevent the waste of water and to ensure equal treatment of all customers of the departments and to protect the public health & safety.

Reasonable diligence and care will be exercised to provide a continuous and sufficient supply of water to all customers at a normal pressure and to avoid any shortage or interruption in delivery. However, there is neither an express or implied guarantee that a continuous supply, fixed pressure, or full volume shall be maintained at all times, the service being subject to all the variable conditions that could affect the ability of the Vanlue Water & Wastewater Departments to maintain normal service.

All prior Rules and Regulations heretofore promulgated by the Utility governing the services supplied are superseded and replaced by this current version of the Rules and Regulations, which incorporates all prior Ordinances, Resolutions, and Amendments previously approved by the Board and/or Village Council. These revised Rules and Regulations are hereby adopted by the Village Council of the Village of Vanlue, Ohio, and are effective as of October 25, 2021.

The following Rules and Regulations shall be part of the contract with every person, firm, and corporation who uses water and/or sewer service supplied by the Village of Vanlue, Ohio and every such person, firm, or corporation shall be considered as having expressed their/its consent to be bound thereby.

These Rules and Regulations are intended to set forth rights and obligations of the Village and its Water Department, as well as those of the Customer or Property Owner with respect to the supply and use of water service, together with other related matters. When used hereafter, the word "Utility" or "Village," shall be considered as being the Village of Vanlue, Ohio.

It shall be the responsibility of the Mayor, Village Council, and Village Administrator to enforce these Rules and Regulations. The Village Administrator is hereby authorized to the extent necessary to prepare such supplementary Administrative Rules, Forms, and/or Specifications as may be necessary to properly enforce and carry out the intent of these Rules and Regulations. Any additional revisions in the Village's water rules and regulations shall be made as authorized by the Village Council, as indicated by the Ohio Revised Code. The Village Council reserves the right, by appropriate action, to modify, delete, change, or otherwise revise these Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

1. RULES AND REGULATIONS ON FILE

A copy of all Rates, Rules, and Regulations under which water service will be rendered is filed for the convenience of the public in the Town Hall. All new Customers shall receive a copy of same once water service commences. All other Customers may request a copy from the Utility Billing Clerk during regular office hours.

2. WRITTEN APPLICATION OF CONTRACT REQUIRED

(A) All applications for service shall be in writing on the Utility's standard form and shall be made with the Utility Billing Clerk at the Town Hall, accompanied by all applicable fees and/or deposits. When accepted by the Utility, the application shall constitute a binding contract between the Applicant and the Utility in conformance to these General Rules and Regulations. However, the Utility shall have the right to reject an application for any valid reason. Where unusual construction or equipment expenses will be involved in furnishing the service, the Utility may require the contract to be for an appropriate period of time specified by the Utility when the contract is executed.

(B) There shall be set forth on the application for service, the class of service to be used by the Applicant, i.e., whether residential or non-residential.

(C) The residential service rate is applicable only where a single service supplies a single dwelling unit used strictly for residential purposes. Any building containing two or more living quarters and all other establishments used for non-residential, professional, industrial, or other similar purposes shall be considered as non-residential in character and the applicable non-residential rate shall apply. Where a single service supplies a combination of residential and non-residential establishments, the non-residential rate shall apply. However, at the Customer's option, the plumbing may be separated (subject to Utility's written approval) and each class of service will be separately metered and billed.

(D) If a property does not have a dwelling, or does have a vacant premises, and does have access to a meter pit, Customer may request a special "maintenance rate." Said rate shall be 75% of the base rate for water services. If Customer becomes more than 60 days delinquent on their payments, said rate may be rescinded without further notice.

3. MODIFICATION OF CONTRACT

No promises, agreements, or representations by any agent of the Utility shall be binding upon the Utility unless they have been incorporated in a written contract signed and approved by an agent of the Utility authorized to sign such contract on behalf of the Utility.

4. ASSIGNMENT OF CONTRACT

The benefits and obligations under any contract for the supply of water service by the Utility shall begin when the Utility commences to supply water service hereunder and shall insure to and be binding upon the successors, assigns, survivors, executors, and administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof, provided that no assignment thereof shall be made by the Customer or by any successor, assign, survivor, executor or administrator unless the Utility's written consent to any such assignment is first obtained.

5. TURNING ON WATER SERVICE

- (A) Until a contract for water service has been executed and a meter has been installed, or special arrangements are made to pay for other temporary water usage, water shall not be turned on at any premises, and then only by a Utility representative. Water will not be turned on unless there is at least one adult person present in order to prevent water damage.
- (B) When water is required to test plumbing before a water contract has been executed and a meter installed, arrangements shall be made for a Utility employee to execute the turn-ons or turn-offs. It is a violation of the Utility's Rules and Regulations for anyone except a Utility employee to make such turn-ons or turn-offs.
- (C) No person except an authorized employee of the Village, or an authorized employee or contractor hired by the Village, shall remove, tamper with, bypass a water meter or access a meter pit. Where a meter is found to have been unlawfully removed, tampered with, and/or bypassed, the water shall be shut off forthwith and proper charges made for the estimated amount of water used. The water shall not be turned on again until the meter is fixed and/or reinstalled and all fees paid including any and all estimated water bills as the Village deems suitable.
- (D) In addition, whoever removes, tampers with, and/or otherwise bypasses a water meter, shall be deemed guilty of Tampering with a Utility, a misdemeanor of the fourth degree. Said conduct shall be punishable by a fine up to \$250.00 dollars and thirty days in jail.
- (E) Nothing in this penalty section shall prevent the Village from pursuing other causes of action or charges herein.
- (F) No person but an authorized representative of the Utility or duly authorized fire department personnel in the performance of their duties, shall open or operate a fire hydrant to which water is supplied by the Utility or remove the nozzle cap.
- (G) A violation of these rules will subject the offender to the penalty listed in Appendix "A."

6. PAYMENT OF BILLS

- (A) All bills are due and payable when rendered on or before the date specified on the Customer's bill for service. Customers who fail to pay their bill by the due date shown will be assessed a 10% penalty fee.
- (B) Utility will allow at least 10 days between the date of the bill and the final payment date specified on the Customer's bill.
- (C) Bills are payable in person or by mail at the Town Hall on or before the date and/or time limit specified on the bill. Failure to receive the bill or the existence of a Customer deposit will not entitle the Customer to any discount or to the remission of any charge for non-payment within the date or time limit specified.
- (D) Utility may bill at other than monthly intervals, in which event the length of the rate blocks and the applicable minimum service charge will be multiplied by the number of months between readings.
- (E) In the event of a water meter stoppage or the failure of any meter to register the full amount of water, the Customer will be billed for such period on an estimated consumption based upon their use of water in the similar period of like use.
- (F) Customers who intend to move from the premises or discontinue the use of water and sewer services or in any way terminate their liability hereunder shall give the Utility reasonable notice of such intention. The Customer and/or Property Owner will be liable in accordance with the laws of the State of Ohio for all water and sewer services used upon the premises until such notice is given and the Utility has the final water meter reading and/or service has been discontinued.
- (G) When the accuracy of a water meter is questioned, upon written request from the Customer, the Utility will test the meter. Prior to any test, Utility reserves the right to require a Deposit to cover the cost of the meter testing. The Customer is required to continue paying their base rate bill while the meter is being tested.
 - (1) If the meter is found to be correct within plus or minus 2%, to partially cover the expense to make such a test, the applicable charge specified in Appendix "A" shall be paid by the Customer to the Utility.
 - (2) If the meter being tested is found to be more than 2% slow or fast, no charge shall be incurred by the Customer for the testing. The Utility will adjust the bill in proportion to the error (either fast or slow) for the period covered by the bill in question and to the date of installation of a new meter but said adjustment period shall not exceed 90 days. If a deposit has been paid, said monies will be applied as a credit toward future services.
- (H) Water meters will normally be read on or near the 20th of each month. If a Customer requests a final meter reading prior to the processing of bills, at Utility's option, the

meter will be re-read, and additional usage will be included in the Final Bill. All water and sewer service charges will appear on the same bill.

- (I) For service supplied directly to trailers, mobile homes or other temporary or portable dwelling units, the service application shall be in the Property Owner's name on whose land the mobile home, trailer, or other portable structure is located. At the Property Owner's written request, the Utility may, at its option, send bills to the attention of the occupant, but this procedure shall in no manner relieve the Property Owner of their responsibility for payment of all bills. Permanent mobile home installations will be billed in the same manner as other permanent dwelling units. In such an event, each individual unit location shall be properly identified by the Property Owner or operator and will be billed monthly under the applicable residential rate. In all cases, the Utility shall determine if the mobile home is to be classified as a permanent installation. All mobile home units that do not meet the test of permanency shall be considered as Temporary Service and be so billed.

In order to avoid frequent and unnecessary meter readings and billings for mobile home and trailer courts, the Utility reserves the right to read water meters and bill each service location only once for each regular billing period. In all cases the Property Owner remains ultimately responsible for the payment of all bills.

- (J) The Utility will make an effort to read water meters every three months or at such intervals as may be designated by the Village Council, and such readings shall be prima facie evidence of the amount of water used. In the months the Utility is unable to gain access to a Customer's property, the Customer shall be billed an estimated charge based on the average of the previous meter readings. The first billing made after the meter is read shall be adjusted according to the actual meter reading.
- (K) All water passing through water meters shall be charged for, whether used, wasted, or lost through leakage, whether or not the Property Owner has been able to ascertain the source of the waste and/or leakage.
- (L) The Utility will not be bound by bills rendered under a mistake of fact as to the quantity of service rendered.
- (M) All disconnections and reconnections of service shall be subject to the Utility's charge for Special Services as set forth on attached Appendix "A."
- (N) Upon written notification of inadequate funding by a banking institution covering a check or automated bank debit issued for payment of water and sewer services, Utility shall contact Customer and said Customer shall be charged an additional service charge over and above other payments due for water and/or sewer services (see Appendix "A").

7. RESPONSIBILITY FOR PAYMENT OF BILLS

- (A) A Customer who is not the Property Owner may apply for water and sewer services and will be required to tender a deposit as outlined in Appendix "A" prior to services being rendered.

However, for all services furnished, the current Property Owner of record of the land involved is ultimately responsible for the payment of all water and sewer bills, irrespective of who incurred such unpaid bills, when such bills were incurred, or who owned or occupied the property at the time such bills were incurred.

- (B) As authorized by Article XVIII, Section 4 of the Ohio Constitution and Section 743.04 of the Ohio Revised Code, when water charges become delinquent they may be assessed as a lien against the property involved and remain a lien until such time as they are paid. Such charges are in the nature of an obligation of the land itself and a subsequent purchaser of the land takes the property subject to the obligation for any unpaid charges. The Village may disconnect the water service until such charges have been paid in full.
- (C) A person owning multiple pieces of property with accounts in their name may be denied service at one or more properties for delinquency at any location. If delinquent, the Village will not allow a new account to be opened by a tenant at that location until account is paid in full.
- (D) When the water bill is in the tenant's name and the bill is current, the Utility is not permitted to turn the water off to help the owner evict the tenant or help the owner collect their rent.
- (E) A change in the name of the person to be billed must be ordered by the property owner or their duly authorized agent.

8. SPECIAL CHARGES

To partially offset the additional expenses caused by the Utility to furnish special services requested or caused by the Customer, such as the connection and/or disconnection of service, collection of accounts, meter testing, etc., the charges and requirements set forth on attached Appendix "A" and subsequent revisions thereof, shall apply.

9. RETURNED CHECK POLICY

- (A) A fee will be charged for all checks returned from the Consumer's bank. The fee is shown in the Appendix A current rate schedule.
- (B) Consumers will be given one (1) business day for returned checks on current accounts to pick up the check at the Office after being notified that the check has been returned. If the returned check is not picked up within the allotted time, service will be discontinued without further notice. Returned checks submitted for payment on delinquent accounts are subject to immediate termination of service. Additional charges for turning the service off and back on, according to the current rate schedule, will also be imposed.

- (C) Consumers who have their service discontinued due to a returned check will not be permitted to write checks to the Village for a period of six (6) months following receipt of the returned check.
- (D) Should the Village receive two (2) returned checks in a one (1) year period, no Village Department will accept checks from the Consumer for a period of one (1) year following the most recent returned check.
- (E) Consumers who provide proof of overdraft protection on their checking account may have their check writing privilege restored. A Consumer whose check writing privilege is restored, either by overdraft protection or the passage of the one (1) year period, and who is responsible for another returned check will have their check writing privilege revoked forever.
- (F) When check writing privileges have been revoked, payment of water bills must be by certified check, money order, or cash.
- (G) The Village reserves the right to refuse to accept checks from any person for reasons other than the aforementioned.

10. DISCONNECTION OF WATER SERVICE FOR CAUSE

The Utility reserves the right to discontinue the supply of water and to disconnect its service and/or remove its equipment and facilities from Customer's premises for any of the following reasons:

- (A) When the Customer is more than 20 days in arrears in the payment of its utility bill (water and/or sewer) with 10 days' notice of shut off and bill must be paid in full
- (B) For fraud or to prevent fraud involving the illegal diversion of water as specified in Section 21.
- (C) When the Customer has moved from the premises or requested disconnection of service.
- (D) For willful destruction of Utility's property located on Customer's premises and/or for non-payment of such property destruction by the Customer.
- (E) If Customer's service is detrimental to the service furnished by the Utility to other customers and Customer fails or refuses to correct the situation after reasonable notice has been given to the Customer by the Utility.
- (F) For necessary repairs to the Utility's system or for unavoidable shortage or interruptions in the source of the Utility's supply.
- (G) For any unsafe or hazardous installations that jeopardize the safety of either the public, employees of the Utility, or the property of the Utility.

(H) When unauthorized devices are attached to Utility's facilities.

(I) When continuance of the furnishing of service by the Utility is determined to be incompatible or unlawful by reason of an Order issued by a State or Federal Governmental regulatory authority or by any political subdivision thereof.

(J) Customer fails to comply with any of these Rules and Regulations.

(K) Customer or the property owner's Power of Attorney requests service to be disconnected due to extenuating circumstances, there will not be a "Turn off or Turn on" of \$25.00.

Any such suspension of service shall not terminate or reduce the term of any contract between the Utility and the Customer, nor shall it abrogate any applicable service or minimum charge. To the extent applicable, the disconnection and reconnection of service for any of the above causes shall be subject to the applicable charges specified in Appendix "A."

11. DISCONNECTION OF SERVICE - NOTICE TO CUSTOMERS

Notice to discontinue service may be given to Customers by whichever of the following methods are applicable:

(A) For non-payment of bills: All Customer bills shall clearly state the date that the bill is due and payable. For those customers more than twenty (20) days past due, Utility shall give a separate printed notice personally delivered to Customer's premises at least ten (10) business days prior to the date that service is to be disconnected by the Utility. To avoid disconnection of service and the additional fees regarding same, the entire delinquent amount must be paid in full by certified check, cash, money order, or personal check. Personal checks will be accepted for payment in these cases subject to the returned check policy.

(1) If said property is occupied by a tenant, efforts will be made to also notify the actual Property Owner of the intent to disconnect services.

(2) It is the Customer's responsibility to provide appropriate documentation from a physician to the Utility if a medical condition exists which would be exacerbated by the discontinuance/disconnection of service.

(3) In extreme circumstances, and upon approval of the Village Administrator, it may be possible to enter into a written payment agreement. This process requires a signed agreement stating that the current charges plus an additional amount on the past due balance shall be paid each month. Failure by the Customer to abide by the terms of the written agreement may result in disconnection without additional notice being given.

(B) When the illegal diversion of water specified in Section 21 occurs or exists, no advance notice of disconnection of service will be given. At time of such disconnection

of service, Utility's employees may give verbal notice to the Customer or to any other adult who resides with, or is employed by, the Customer. If no adult is present, written notice regarding the reason for the disconnection will be left on the premises.

(C) For a violation of any of the other Rules and Regulations, written notice may be given to the Customer or other adult who resides with, or is employed by, the Customer. If the violation jeopardizes the safety of the public, the Utility's employees, or the Utility's property, service may be disconnected without notice. In such incident, written notice describing the violation will be left on the premises.

12. DESCRIPTION OF SERVICES TO BE FURNISHED

Upon request, the Customer shall present to the Utility an estimate of its flow requirements and the Utility will then advise the Customer of the form and the character of the supply available.

13. SERVICE CONNECTIONS AND CONDITIONS

- (A) The Utility reserves the right to determine the placement of each service connection so that the curb stop will, as a general rule, be located between the present or proposed sidewalk and curb, or at such other location that will, in the judgment of the Utility, provide a safer, more convenient, or more satisfactory location for the curb stop or service box.
- (B) The Utility will furnish the materials for and install the service connection, which shall include the tap in the main, the curb stop, meter, and meter pit, and that portion of the service pipe between them. The Customer shall pay the Utility for the cost of such service connection as set forth in Appendix "A."
- (C) The Customer, at their own expense, shall install or cause to be installed, the service pipe beyond the curb stop and into their own premises. The Utility reserves the right to inspect each service run made by a plumber, a contractor, or an individual Customer for proper materials and depth of service before the service trench is backfilled. However, the quality of materials and workmanship going into such service run shall be the Customer's responsibility.
- (D) All service lines shall be of not less than $\frac{3}{4}$ " inside diameter of Type K soft copper pipe or other suitable material approved by the Utility. Plastic service lines shall be of not less than 200 psi material. In addition, plastic service lines shall include a trace wire for location purposes. The size of all service lines shall be specified by the Utility. All connections shall be made with appropriate compression fittings as specified by the Utility. All hot water heaters on the system requiring backflow prevention shall require a thermal expansion tank.
- (E) Service pipes, curb boxes, meter pits, stop and waste valves and other fixtures used in the installation of, repairs to, or additions to service pipes shall be of a type and quality

approved by the Utility. The material and supplies of any manufacturer, which are in accordance with the Utility's material standards, may be used.

- (F) As a general rule, water service will not be furnished through a single service pipe to more than one property. If the situation is exceptional and requiring special consideration, the Utility may make such arrangements as the circumstances require. In a case where a service has been installed prior to the adoption of and not in accordance with these General Rules and Regulations, where water is being taken through a single curb stop to supply two or more premises, each Customer benefiting from such arrangements shall be responsible for the monthly payment and all other legitimate charges.

Any violation of the rules of the Utility by either or any of the occupants of the said premises shall be deemed a violation as to all, and the Utility may enforce compliance with these rules by shutting off the supply of water to all, except that such action will not be taken until the innocent Customer not in violation of the Utility's rules has been given written notice and a reasonable opportunity to attach their service pipe, at their own expense, to a separately controlled curb stop.

- (G) A new water service pipe between the distribution main and a building shall be run in a direct line, whenever it is practicable and possible, without bends and at a depth of not less than four feet. Water service pipes shall not be laid in the same trench with sewer piping or any other conduit unless approval has been given in writing by the Utility.
- (H) The Property Owner is responsible for contacting the Ohio Underground Protection Services (OUPS) 48 hours/two business days PRIOR to digging the Customer's service line. The OUPS telephone number is 1-800-362-2764.

14. MAINTENANCE OF SERVICE PIPES AND METER BOXES

(A) The service connection and its fixtures, from the water main to and including the water meter, shall be maintained in good repair at the expense of the Utility, including replacement, if necessary, because of damage, corrosion, tuberculation, or other deterioration. However, if the Customer makes replacement necessary due to increased demand, such replacement shall be at the Customer's expense.

(B) The service pipe and its fixtures, from the Customer's side of the meter pit into the premises served (the meter excepted), shall be maintained at the expense of the Customer or Property Owner, and any leaks or other defects in the same shall be promptly repaired by the Customer or Property Owner. A service line or private main extended to the property not adjacent to a Utility water main, whether extended through public or private property, shall be maintained by the Customer or Property Owner, unless such line or main has been accepted in writing for maintenance by the Utility. If needed repairs are not made to such a service line or private main within five days after written notification by the Utility, the Utility may discontinue service until all necessary repairs have been made. All Special Charges as listed in Appendix "A" shall apply.

(C) All meter boxes constructed or installed by the Customer or Property Owner, regardless of location, and all such boxes constructed or installed by the Utility and located on private property shall be maintained in good repair by the Customer or Property Owner at their expense. If any approved frost-proof meter box located within a public right-of-way is installed by the Utility, the Utility will not maintain the piping leading to and from such meter box, except the piping between the water main and the curb stop, as referred to in Section 13(A).

(D) Secondary meters, for the purpose of metering water within a rental unit, may be purchased and installed by the Property Owner at their own expense. However, the Utility will not read these meters, nor be responsible in any way for their accuracy, maintenance, or replacement. It shall be the Property Owner's sole responsibility to read and maintain all secondary meters.

15. THAWING FROZEN PIPES

During the period between November 15th and April 15th, the Village shall have the authority to declare a water line emergency. The criteria for an emergency shall be an abnormal number of frozen water lines or an abnormal period of extended cold weather, or where the level of frost is extremely deep. During this emergency period, the Utility may request certain Customers to continuously run water to avoid freezing the service connection. In such cases, Customer usage will be adjusted to normalized flow for billing purposes.

16. INSIDE PIPING AND SERVICE LINES

(A) Each Applicant for service shall, at their own expense, equip their main supply line with suitable shut off valves and shall provide all piping and attachments, all of which shall be assembled, installed, and maintained by him, subject to the approval of any authorized inspectors and in accordance with the General Rules and Regulations of the Utility in force at that time.

(B) Each service line shall have a shut off valve on the inlet and outlet side of the meter, provided by the Utility.

(C) Service lines of larger sizes and/or supplying special equipment may require special valve and fitting arrangements. See Section 19(C).

17. CROSS CONNECTIONS AND BACKFLOW

The Utility is hereby authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection is in violation of the provisions of this section, and to take such other precautionary measures as it may deem necessary to eliminate any danger of contamination of the public water supply.

- (A) Water service to such property shall not be restored until such conditions shall have been eliminated or corrected in compliance with the provisions of this section.
- (B) All Property Owners who do not permanently abandon their current water wells for outside use must provide, install, maintain, and inspect a backflow preventer in accordance with these rules and the rules of any federal, state, and/or local agency, including, but not limited to, the Village of Vanlue Council and the Environmental Protection Agency (EPA).
- (C) All Commercial Property Owners must provide documentation to the Utility on an annual basis that the system, including the installed backflow preventer, has been properly tested by a certified inspector and no defects in said system have been found.
- (D) All residential property owners with boiler systems must provide documentation to the Utility on an annual basis that the system, including the installed backflow preventer, has been properly tested by a certified inspector and no defects in said system have been found.

18. USE OF BOOSTER PUMP

- (A) No booster pump shall be installed without the written approval of the Utility.
- (B) In all booster pump installations, the suction of the pump shall be connected to an atmospheric tank with the Utility's water flow entering the tank being controlled by an automatic float valve and freely discharging into the tank two pipe diameters, or a minimum of six inches, above the positive overflow level of the tank.
- (C) As an alternative, a vacuum breaker valve with a cushioning valve may be installed on the suction of the pump, if approved in writing by the Utility.

19. ACCESS TO PREMISES

The properly authorized representatives of the Utility shall have the right to enter upon the premises of the Customer at all reasonable times for the purpose of inspecting for cross-connection, expansion tank installation, booster pump vacuum breaker valves, general plumbing, and testing backflow protection devices, as well as for the purpose of reading, inspecting, repairing, or replacing the meter or meters used in connection with the service and removing such meter or meters at the termination of the contract or the discontinuance of service.

20. METERING

- (A) Unless otherwise specified in the contract between the Utility and the Customer on file, a meter or meters of standard manufacture will measure all water supplied. The Utility will furnish the meter for a water line up to one inch. For any size above one inch,

the Customer will furnish the meter according to the standards of the Utility. The meter shall be placed in a suitable location which is approved by the Utility before installation.

(B) The Utility will designate the size of the meter to be used for each Customer. Each building to be served directly from the main must be supplied by at least a ¾" service. When the service is larger than this, the Utility reserves the right to designate the number of meters that can be supplied by such service.

(C) A by-pass around all new meter installations will be required under any of the following circumstances:

(1) The service line on the outlet side of the meter is 1 ½" or larger.

(2) The service line, regardless of size, serves refrigeration equipment or the water supplied is used for the purpose of cooling equipment.

(3) The water service must, for any reason, be interrupted while the meter is being repaired or replaced.

The by-pass shall be furnished and installed by the Customer according to the Utility's specifications. Where existing piping not containing a by-pass is altered to meet any of the above conditions, the alteration shall also include the installation of a by-pass.

(D) All meters or other appliances and equipment which are furnished by, and at the expense of, the Utility and which may at any time be on the Customer's premises, shall, unless otherwise expressly provided herein, be and remain the property of the Utility. The Customer shall perform all acts within their control to keep said meter, appliances, and equipment free from freezing and from loss or damage and no one who is not a representative of the Utility shall be permitted to remove such property or tamper therewith.

(E) Ordinary repairs to meters will be made by the Utility without expense to the Customer. Repairs of damage caused by carelessness or neglect on the part of the Customer will also be made by the Utility, but the cost of such repairs may be charged to the Customer.

21. WASTE OR EXCESSIVE USE

If a Customer on a special purpose un-metered rate is found using water in excess of their contract or permits leaks on the premises or wastes water by allowing hydrants or faucets to run more or less continuously, the Utility may require the Customer to provide a suitable place for the installation of a water meter and thereafter supply service in accordance with the applicable metered rate.

22. ILLEGAL DIVERSION OF WATER – DISCONTINUANCE OF SERVICE

In the event that the Utility finds that its metering equipment and/or connections have been tampered with so as to prevent proper registration of the quantity of water used on the premises, the following procedure will be applicable:

(A) Utility reserves the right to discontinue its service at once and without notice to the Customer on any premises for any of the following reasons:

(1) If the water consuming devices are connected ahead of the Utility's meter or metering equipment or if connections or devices of any kind are found installed on the premises of a Customer which would prevent the meter from registering the total amount of water being used or which may be subsequently used on the premises.

(2) If inspection by the Utility shows or indicates that anyone has interfered and/or tampered with any connections, seals, equipment, or appurtenances and that said interference and/or tampering may have prevented in the past, or could prevent in the future, the meter registering the total amount of water used.

(B) Upon disconnection of service for any of the above reasons, the following procedure shall apply and be followed before service is restored:

(1) Utility shall, in any reasonable manner, estimate and/or compute the amount of un-metered water used and shall have the right to inspect the premises and to make an accurate survey of all current consuming devices in order to arrive at the probable quantity of un-metered water used by the Customer.

(2) The Customer shall pay for all metered and estimated un-metered water in accordance with the applicable Rate Schedule, plus any damages to the Utility's metering equipment and/or installation.

(3) As referred to in Appendix "A," special charges shall be assessed to the Customer to cover part of the additional expense the Customer has caused the Utility to investigate and correct the fraud and/or crime.

(4) The Customer has installed, at their expense, all necessary protective devices that will, in the Utility's opinion, minimize future tampering of the Utility's metering equipment. The Customer shall also pay the expense caused to move the Utility's metering equipment to another location on the Customer's premises or elsewhere, so as to prevent the future diversion or theft of water from the Utility.

23. NOTIFICATION OF LOAD INCREASE

The service connections and meters supplied by the Utility have definite capacities. No substantial addition to the water consuming equipment or appliances connected thereto should be made after written notice to, and written consent from, the Utility.

24. RESALE OF WATER

The water or service furnished under these rules is for the use of the Customer on their own premises. They shall not resell any water or service without the written consent of the Utility.

25. PRIVATE FIRE PROTECTION SERVICE

(A) The entire private fire protection service on a Customer's premises shall be subject to inspection and tests by the Utility at such times as it is deemed necessary.

(B) Before any modifications are made to any private fire protection system or before service is furnished to any new private fire protection system connected to or proposed to be connect to and supplied with water from the Utility's distribution mains, the Property Owner of the private fire protection system or their contractor shall provide certification to the Utility that the system has been disinfected, and final plans of such fire protection system shall be filed with, and approved by, the Utility. The following shall be shown on the final plans:

- (1) The number of sprinkler heads to be served.
- (2) The sizes and location of the system's piping.
- (3) The sizes and locations of all connections to the Utility's distribution mains.
- (4) The sizes, locations, and types of all valves.
- (5) The sizes and locations of all hose connections, reels, and/or cabinets.
- (6) The sizes and locations of storage tanks connected to the fire system.
- (7) The outlet sizes and locations of all fire hydrants.

(C) All fire protection lines within the premises must be installed in such a manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside the premises must be placed and maintained at a minimum depth of 4 ½ feet.

(D) No connections with a fire protection system will be permitted to supply water for general purposes unless the connection has been approved by the Customer's fire underwriter and unless the general-purpose line shall have a separate valve outside the premises to be served in accordance with the Utility's specifications to permit either line to be turned on or off without affecting the other.

(E) A private fire protection system without a tank shall be equipped with an alarm valve and a check valve. A system with a tank shall have one alarm valve and two check valves.

(F) An un-metered private fire service is furnished for the sole purpose of supplying water for the extinguishment of accidental fires and the use of water from such a service connection for any other purpose is absolutely forbidden.

(G) Hydrants and other fixtures connected to a private fire service connection may be sealed by the Utility and such seal shall be broken only in case of fire or as specifically permitted by the Utility. The Customer must immediately notify the Utility when any such seal is broken.

(H) Where a service tap on a Utility distribution main provides water for both fire and general purposes to a Customer(s), separate charges will be made for each purpose to each Customer by the Utility. Such metering must be paid by the Customer. Maintenance of such meter will be at the Utility's expense.

(I) Whenever a private fire system is to be tested under the regulations of the fire service underwriters, the Customer shall notify the Utility of such proposed test in writing, stating the day and the hour when same is to be made so that, if it desires, the Utility may have a representative present for the test.

26. INTERRUPTION OF SERVICE

(A) The Utility shall not be responsible for damages for any failure to supply water service, the interruption of the supply of water, or for defective piping on the Customer's premises, nor for damages resulting to a Customer or third person from the use of water service, or the presence of the Utility's devices on the Customer's premises, unless due to fault, neglect, or culpability on the part of the Utility.

(B) Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the act of nature, unavoidable accidents or contingencies beyond its control and is not due to fault, neglect, or culpability on its part.

27. WATER MAIN EXTENSION POLICY

(A) The Village may furnish water service to new locations, providing that the conditions and requirements are in compliance with the Rules and Regulations set forth herein. In addition, the Village Council must approve all water line extensions outside of the Vanlue village limits.

(B) Any private developer must submit a complete set of plans/improvement drawings as designed and stamped by a professional engineer for approval from Utility. Said drawings shall show all existing and proposed utilities for the project area. If needed, the developer shall make all necessary corrections to the improvement drawings and submit a copy of the revised drawings to the Utility prior to any construction commencing.

(C) Where an extension of the Village's water main is furnished by the Utility, same will be financed as follows:

(1) Extension Inside Corporation Limits:

(a) Where all or part of the entire street right-of-way is within the Village's limits, as well as all of the lots that are located immediately adjacent to the incorporated street right-of-way, the cost of all of the materials shall be paid for by the Property Owners involved. Said cost of materials shall include pipes, valves, fittings, fire hydrants, and necessary appurtenances, together with any outdoor rental equipment required to install a standard 8 inch main in accordance with Utility's specifications.

(b) Utility reserves the right to install a main larger than an 8-inch nominal inside diameter, and in such an event the Board will pay the pipe cost that is in excess of the cost of the standard 8" pipe.

(c) All service connections made to either existing or new extensions of mains shall be subject to the payment of Utility's applicable Tap and Meter Charge before service is established.

(d) As an alternate plan of financing or in the event a Property Owner does not voluntarily agree to participate in the financing of a water main extension, the entire cost of the extension (material, labor, etc.) that is chargeable to the Property Owner shall be subject to special assessment as provided by Ohio Law.

(3) Extension Outside Corporation Limits:

(a) If the water main extension is to serve property located entirely outside the Village's corporation limits, the Property Owners involved shall pay for the entire cost plus 50%. Said cost shall include all labor, materials, and all other costs associated with the work.

(b) To the extent applicable, all other provisions set forth in (1) above (including payment of the applicable Tap and Meter Charge) shall likewise apply to extensions outside the Village limits.

(c) Subject to Utility's approval and conformance to Utility's specifications and acceptance by the Utility, the Property Owner may elect to have the water main extension installed by an approved contractor. All tap and meter installations shall be made by the Utility and shall be subject to the applicable Tap and Meter charge. The rates shall be specified for service "Outside Corporation Limits."

(D) The size, material, and installation of all water mains and appurtenances shall conform to the Utility's standards. The actual size of the water main to be installed shall be specified by the Utility, taking into consideration the area to be served, probable future growth, fire protection service, and related matters. The minimum size of all water mains shall normally be not less than 8 inches nominal inside diameter. However, in a special situation, a detailed study by the Utility may determine that a main smaller than 8 inches will be adequate for existing and future needs of the area involved. IN such an event and entirely at Utility's option, a 6-inch water main may be permitted to be installed.

(E) Before work commences, the Utility will require a suitable advance deposit to be made that will adequately cover all costs chargeable to each Property Owner. Any excess deposit will be refunded upon completion of the work, and any deposit deficiency shall be paid before service is established.

(F) Before service is established, each Property Owner involved shall furnish the Utility such executed right-of-way and/or bill of sale agreement as Utility deems necessary.

(G) The Utility will not extend its water lines nor reconnect services to existing lines beyond the Village corporation limits unless the Property Owner agrees, in writing, that he will request annexation.

(H) Every Property Owner must abandon any well as a source of potable water upon connection to the Village supply system.

(I) New Customers must connect to the system within 90 days of purchasing and/or building a new dwelling or business.

(1) If Customer fails to hook into the system within 90 days, they will be assessed a monthly penalty fee (see Appendix "A"), in addition to the current base rate.

(2) In cases of undue financial hardship or contractor delay, Customer may request, in writing, a waiver of said penalty fee.

(3) If said waiver is approved, Customer will be required to stay current on their monthly base rate charges and will be required to maintain communication with the Utility as to the status of the pending connection. Failure to do so may result in said waiver being rescinded.

(4) Said penalty fee shall become a lien upon the property and shall be collected in the same manner as other Utility charges are collected.

28. DEFINITIONS

CURB STOP/SERVICE VALVE is a fitting inserted in the service pipe near the curb or main for turning on and shutting off water to the premises supplied or to be supplied.

CUSTOMER/CONSUMER is an individual, firm, organization, corporation, governmental agency, or other association having interest, whether legal or equitable, solely, or only partially, either tenant or owner, in any property which is, or is to be, supplied with water or sewer service, either temporarily or permanently, by the Utility and all those having such interest.

DISTRIBUTION MAIN is a pipe owned by the Utility, located in a street, easement, road, right-of-way and/or alley and used to deliver water to fire hydrants or fire lines, to service pipes attached to said mains and/or to private mains.

EQUIVALENT DWELLING UNIT (EDU) is a unit of measure that standardizes the use of categories to the level of demand of one single family dwelling unit.

METER is a mechanical device owned by the Utility and used to measure and record the quantity of water supplied to the Customer.

MONTH/REGULAR BILLING PERIOD is the period between any two consecutive meter readings/regular billings by the Utility for service rendered to a Customer at their premises. Such billings are scheduled at intervals of approximately thirty days.

PREMISES is a dwelling, building, structure, or parcel or real estate, which is normally supplied through a separate service pipe and meter installation.

PRIVATE FIRE SERVICE is a privately owned arrangement of pipes, fixtures and devices designed for stand-by service and from which water is taken only for extinguishing fires.

PRIVATE MAIN is a privately owned pipe connected to the Utility's distribution system and used to deliver water (a) for private fire service purposes and/or (b) for general service purposes. Service rendered through such private main shall be billed directly by the Utility in accordance with established rates unless otherwise provided by written contract.

PROPERTY OWNER is the legal owner of any tract of land as recorded with the county Auditor's office, whether or not said individual or agency representative resides and/or has office space on said tract of land.

REMOTE METER REGISTER is a device connected to the water meter which displays the meter registration to a remote location, typically utilized when the meter is installed inside the premises.

SERVICE CONNECTION is that portion of a service pipe situated between, and including, the tap and the curb stop, which is installed and maintained by the Utility.

SERVICE PIPE/SERVICE LINE is a supply pipe including fittings leading from the curb stop or service valve to or into the premises supplied or to be supplied.

TAP/CORPORATION STOP is owned by the Utility and inserted in the distribution main to which the service pipe is attached.

VACANT PREMISES means any premises building intended for residential or commercial use which is not currently occupied, which has not been occupied for more than 90 consecutive days, or in use wherein no person or persons actually, currently conduct a lawfully licensed business or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-occupant(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied.

29. APPENDIX "A"**Rates and Special Charges**

DESCRIPTION OF SERVICE FURNISHED	CHARGE
1. Transfer of account – to read meter and/or reconnect service	None
2. Disconnect or reconnect at Customer's request (per trip)	\$25.00
3. Disconnect or reconnect delinquent account, even if service is not actually disconnected (per trip)	\$25.00
4. Disconnect or reconnect due to violation of Rules and Regulations (per trip)	\$50.00
5. Disconnect or reconnect due to fraud or illegal diversion of water (per trip)	\$50.00*
6. Establish temporary service from hydrant	\$50.00**
7. Replacement of water meter damaged by negligence of the Customer	\$50.00**
8. Testing of meter when requested by Customer	
(A) If meter is found to be more than 2% fast or slow	None
(B) If meter is fast or slow by 2% or less	\$25.00***
9. Returned check fee	\$35.00
10. Deposit required of Customers residing in rental property	\$75.00
11. Tap-in fee for new residential Customer	\$2,000.00
new commercial Customer	Contact Utility
12. Inspection fee for new residential hookups to system	\$55.00
new commercial hookups to system	\$75.00
13. Monthly sewer base rate for residential Customers (per EDU)	\$20.00
for commercial Customers (per EDU)	\$25.00
for outside the Village Customers (Base rate plus 10%)	\$22.00
14. Monthly water base rate	\$51.25
15. Monthly water maintenance rate (75% of Base Rate)	\$38.44
Monthly sewer maintenance rate (75% of Base Rate)	\$15.00
16. Additional water usage per 1000 gallons	\$6.00
17. Monthly non-connection penalty fee	\$150.00
18. Tampering with a water meter, meter pit, or fire hydrant	\$250.00

* Plus payment to recover the estimated equivalent of the water stolen

** Plus cost of water and/or water meter repairs

***Plus actual cost of water test incurred by Utility

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