

# **BRYAN WATER DEPARTMENT**

## *General Rules and Regulations*

**Bryan Municipal Utilities**

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**November 2, 2018**

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## **Bryan Water Utility** ***General Rules and Regulations***

The following Rules and Regulations shall be a part of the contract with every person, firm and corporation who uses water service supplied by the Bryan Water Utility, and every such person, firm or corporation shall be considered as having expressed his consent to be bound thereby.

### **General**

The General Rules and Regulations of the City of Bryan, Ohio, "City", covering the supply of Water Service to Water Consumers of the City are hereby adopted by the Board of Public Affairs of the City of Bryan, Ohio. When used hereafter, the word "Utility," "Director of Utilities," "Water Department" or "Board" shall be considered as being the Board of Public Affairs and/or the City of Bryan.

These Rules and Regulations are supplementary and a part of the City's Water Rates Schedules and are intended to set forth rights and obligations of the City and its Water Department as well as those of the Consumer or Property Owner with respect to the supply and use of water service together with other related matters.

As hereinafter used, "Consumer," "Applicant" or "Property Owner" shall be construed to be any individual, firm, organization or corporation using the City's Water Service and all of the following General Rules and Regulations are applicable to all Water Consumers of the City as well as to all employees of the City's Water System.

It shall be the responsibility of the Board of Public Affairs through its Director of Utilities and/or City Clerk-Treasurer to enforce these General Rules and Regulations and where City or Utility is hereafter used it shall also be construed to mean said Board, Director of Utilities and/or City Clerk-Treasurer.

The Director of Utilities and City Clerk-Treasurer are 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 General Rules and Regulations.

Any additional revisions in the City's Water Department Rules and Regulations shall be made as amendments authorized by the Board of Public Affairs.

## Definitions

The following words, as used in these General Rules and Regulations, have the following respective meanings:

A ***Curb Stop*** or ***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.

A ***Customer*** or ***Consumer*** is the person, firm, corporation, governmental agency, or association having interest, whether legal or equitable, sole or only partial, either tenant or owner, in any property which is, or is to be, supplied with water service, either temporarily or permanently, by the Utility and all those having such interest.

A ***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 (a) to fire hydrants or fire lines, (b) to service pipes attached to said main and/or (c) to private mains.

A ***Meter*** is a mechanical device owned by the Utility and used to measure and record the quantity of water supplied to the customer.

A ***Month*** is the period between any two consecutive regular billings by the Utility for service rendered to a customer at his premises. Such billings are scheduled at intervals of approximately thirty days.

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

A ***Private Fire Service*** is a privately owned arrangement of pipes, fixtures and devices designed for standby service and from which water is taken only for the extinguishment of fires.

A ***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 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.

A ***Service Connection*** is that portion of a Service Pipe situated between and including the Tap and Curb Stop, which is installed and maintained by the Utility.

A ***Service Line or Service Pipe*** is a supply pipe including fittings leading from the Tap in the Distribution Main to or into the premises supplied or to be supplied.

A ***Tap or Corporation Cock*** is a fitting owned by the Utility and inserted in the Distribution Main to which the Service Pipe is attached.

## **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 general office of the Utility.

## **2. Written Application of Contract Required**

a). A written service application or a properly executed contract will be required from a prospective customer (including a contractor or builder) before the Utility will supply service; 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 consumer, i.e., whether Residential or Commercial/Industrial.

c). The Residential Service Rate is applicable only where a single service supplies a single dwelling unit used strictly for residential purposes. Buildings containing two or more living quarters and all other establishments used for commercial, professional, industrial or other similar purposes shall be considered as commercial in character and the applicable Commercial Schedule shall apply. Where a single service supplies a combination Residential and Commercial establishment, the commercial rate shall apply or at the Consumer's option, the plumbing may be separated (subject to the Utility's approval) and each class of service will be separately metered and billed.

## **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 by the Utility shall begin when the Utility commences to supply water service thereunder 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. Deposits**

At the request of the Property Owner and without, in any manner implied or otherwise relieving the Property Owner of any of his responsibility for the payment of all bills for water service, the Utility may bill the tenant direct. In such an event, in order to secure the Tenant's account and to protect the Property Owner within reasonable limits, but assuming no responsibility as to the adequacy of financial protection, before service is established, the Utility may require the Tenant to make a suitable advance deposit. Upon discontinuance of service, such deposit as may remain in excess of any such indebtedness owed the Utility will be refunded to the Consumer. Should a deficiency exist, the same shall be paid by the Property Owner.

#### **6. Turning On Water Service**

a). Until a contract for water service has been executed and a meter has been installed, water shall not be turned on at any premises, and then only by a Bryan Municipal Utilities representative. Water will not be turned on unless there is at least one adult person present in order to prevent water damage in the event of leaks.

b). When water is required to test plumbing before a water contract has been executed and a meter installed, a Water Utility employee shall be called to operate the curb valve. It is a violation of both the Utility's General Rules and Regulations and the Codified Ordinances of the City of Bryan, Ohio for anyone but a Water Utility employee to operate any of the Utility's valves. As an inside shut-off valve is required on all water service installations to allow the customer to test or make repairs to his plumbing without assistance from the Water Department, a charge may be invoked by the Utility for any such operations of curb valves for the convenience of the customer.

c). No person but an authorized representative of the Utility shall open or operate a fire hydrant to which water is supplied by the Utility, or remove any nozzle cap.

d). Any violation of this rule will subject the offender to the penalty provided in the Codified Ordinances of the City of Bryan, Ohio.

## **7. Payment of Bills**

a). All bills for water service shall at the option of the Utility be rendered either monthly, bi-monthly or quarterly as may be specified in the Utility's applicable rate. Bills are payable on or before the date specified on the bill and if so paid, the Net Rates and Charges set forth in the Utility's Schedule shall apply. Failure to receive the bill will not entitle the Consumer to the Net Rates nor to the remission of any charge for non-payment within the time specified.

b). For all services the present Property Owner of record of the premises to which water service is furnished shall be responsible for the payment of all water bills for such service. For the convenience of the Property Owner or Tenant the Utility will, at the Property Owner's request, bill the Tenant direct for the water service used but will require a suitable Deposit.

c). In such an event, all bills will be addressed to the Property Owner, attention of the Tenant, and mailed to the address of the premises being served. Such billing and deposit shall in no way relieve the Property Owner of being responsible for all bills for water used on his property to the extent that the aggregate amount of any such delinquent bills due exceeds the Deposit. As authorized by Article XVIII, Section 4 of the Ohio Constitution and Section 743.04 of the Ohio Revised Code, all unpaid water bills shall be assessed and collected as a tax lien against the property involved.

d) Neither the Utility or the Consumer shall have the right to challenge any monthly invoice or to back bill for amounts that should have been included in such invoice, or to bring any action before any court or administrative agency of any kind questioning or disputing any charge contained in any such invoice, after a period of one year from the date on which such service is rendered. In the case of an invoice based on estimates, neither the Utility or the Consumer shall have the right to challenge the accuracy of such invoice after a period of one year from the date on which the invoice was adjusted to reflect actual amounts due.

(e) Consumer may choose to pay bills in a variety of ways: Automated Clearing House (ACH) via City of Bryan banking payments, U.S. Mail, night drop box, Invoice Cloud payments on the Internet, and/or by IVR (Interactive Voice Response) telephone (for an additional fee), in person at the City Clerk-Treasurer's Office at 1399 East High Street, with cash, check or money order. When selecting a method of payment, customers must allow sufficient time for the payment to be received to avoid late payment fees and service disconnection.

(f) Any customer who has a returned payment (i.e., non-sufficient funds check (NSF) or charge back) that was accepted as payment by the City, will be subject to disconnection of utility services, if full payment of the amount of the returned payment and the NSF fee is not made within the timeframe stated on the written notice provided to the account holder. Personal checks will not be accepted to cover returned payments.

Dishonored checks written by a third party (a check written on an account that is not in the customer's name) for the payment of utility charges are treated as if written by the customer and therefore subject to service disconnection if full payment of the amount of the returned payment and the NSF fee is not made within the timeframe stated on the written notice given to the account holder.

Failure to provide restitution for dishonored payments may result in criminal charges being filed.

Any customer who has a third returned payment within one year of the first will be subject to all of the above. In addition, no personal check will be accepted for payment for a period of two (2) years subsequent to the date of the latter returned payment. An additional account deposit may also be required.

(g) Customers may, in order to avoid service disconnection for nonpayment, enter into and make payments in accordance with a City- approved payment plan. Requests for a payment plan must be made by the late notice due date. Customers who have not paid their previous month's bill in full or failed to comply with the terms of a previous payment plan are not eligible for additional extensions of the current month's bill due date. Utilities are used and billed monthly, and monthly payment is required.

Customers who default on payment arrangements will not be eligible for additional payment extensions for two (2) years.

Customers who fail to comply with an approved payment plan are subject to service disconnection with no additional notice.

## **8. Discontinuance of Service**

a). Whenever a customer desires to have water service discontinued, he shall notify the Utility of such desire and of the date on which service is to be discontinued, sufficiently in advance of such date to provide a reasonable time

for the Utility to obtain the final meter reading.

b). There will be no abatement of charges in whole or in part by reason of the extended absence of the customer.

c). When water service is temporarily discontinued at the request of a customer, a charge to cover the expense of turning the water off and /or on may be charged.

d). This rule (8. Discontinuance of Service) shall not apply to any case where a customer has entered into a contract with the Utility to take service from the Utility for a definite period of time specified or provided for in such contract.

e). When water service is discontinued for a period of 90 calendar days or longer, the Utility may at its discretion remove the meter, meter pit or curb box and abandon the service to the premises. Property owners may reconnect to an existing service only with the Utility's approval after a review of the age, size, and type of material used in an existing water service line and the intended use of the service.

## **9. Description of Service to be Furnished**

Upon request, the customer shall present to the Utility a written list of the devices which are to be attached to the Utility lines, giving the location of the building; the Utility will then advise the form and the character of the supply available.

## **10. Service Connections**

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 and 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 and box and that portion of the service pipe between them. The customer shall pay the Utility for the cost of such service connection in accordance with the charges set forth in Exhibit B.

c). The customer, at his own expense, shall install or cause to be installed, the service pipe beyond the curb stop and into his 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 0.75" inside diameter, of Type K soft copper pipe or other suitable material approved by the Water Department. The size of all service lines shall be specified by the Customer, subject to approval of the Utilities.

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 materials 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; but if the situation is exceptional, requiring special consideration, the Utility may make such arrangements as the circumstances require. Three-quarter-inch services will be installed to serve a single-family dwelling only.

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 benefitting from such arrangements shall be responsible for the payment of his own water bills 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 the 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 his service pipe, at his own expense, to a separately controlled curb stop.

g). A new 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. No pipe having joints shall be driven. Service pipes shall not be laid in the same trench with sewers or any other conduit unless approval has been given in writing by the Utility.

## 11. Maintenance of Service Pipes and Meter Boxes

a). The service connection and its fixtures from the water main to and including the curb stop or service valve 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 replacement is made necessary due to increased demand by the customer, such replacement shall be at the customer's expense.

b). The service pipe and its fixtures from the curb stop or service valve into the property served, the meter excepted, shall be maintained at the expense of the customer or owner of the property, and any leaks or other defects in the same shall be promptly repaired by him. A service line or private main extended to property not adjacent to a Utility water main, whether extended through public or private property, shall be maintained by the customer or 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 (5) days after written notification by the Utility, the Utility may discontinue service until necessary repairs have been made.

c). All meter boxes (including so-called pits or vaults) constructed or installed by the 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 owner at his 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 Paragraph a) above.

## 12. Thawing Frozen Services

a). As outlined in Section 11, the Utility's responsibility for maintenance of service connections (the meter excepted) ends at the curb stop or service valve. This includes frozen service lines. The Utility will not thaw any service line past the curb stop or service valve due to possible liability.

b). The property owner shall install an adequate number of valves and drain valves and have his piping so arranged that all water can be drained and valves left open to prevent freezing of the Utility's meter at locations with indoor meter settings. Whenever the premises are unoccupied, it shall be the responsibility of the property owner to see that all piping is drained and that the Utility's water meter is not damaged by freezing. If the premises is to be

unoccupied during freezing weather, the Utility will remove the meter and/or shut off water service at the customer's request without charge, although the minimum monthly billing charge will still be applied. If the customer wishes not to pay the minimum charge, the standard trip charge for operating a curb stop or service valve may be paid instead.

c). If a customer suspects that his service line is frozen, he should first make an investigation to determine, if possible, whether the line is frozen on his side or the Utility's side of the service line. If unable to make this determination, the customer can call Utility personnel to make the determination. If, upon examination by Bryan Municipal Light & Water Utilities' employees, it is found that the Utility's side of the service line is frozen, the same will be thawed or replaced at the Utility's expense. If, however, the Utility's side of the service line is found to be open and allowing water flow, a trip charge may be invoked.

d). At premises with indoor meter settings, in cases where it is not possible to accurately determine whether it is the Utility's side or the customer's side of the service line that is frozen, the Utility may elect to convert the indoor meter set to an outdoor meter set at the Utility's expense.

### **13. Inside Piping and Service Lines**

a). Each applicant for service shall, at his own expense, equip his main supply line with a suitable shut off valve or valves just inside the foundation wall 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 three-quarter-inch service line shall have a compression type stop and valve on the inlet side of the meter. Each one-inch or larger service line shall have ball type shut-off valves on both the inlet and outlet side of the meter.

c). Service lines of larger sizes and/or supplying special equipment may require special valving and fitting arrangements. See Rule 17, Paragraph c), for details.

## 14. Cross-Connections and Backflow

No cross connections or conditions, which may potentially permit the backflow of pollutants and/or contaminants from a customer's piping system into the public water distribution system, will be permitted. Piping systems within the customer's premises shall conform in all respects to City's Cross-Connection Control and Water Quality Protection rules and regulations adopted February 6, 1989 (Ordinance 10-89) and the latest revisions of the Ohio EPA's "Cross-Connection Regulation" which are by reference, made a part of these General Rules and Regulations, the same as if printed herein.

## 15. 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 City 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 (6) inches above the positive overflow level of the tank.

c). As an alternate, a vacuum breaker valve with a cushioning valve may be installed on the suction of the pump, if approved in writing by the Utility.

## 16. 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, atmospheric tank installations, booster pump vacuum breaker valves, general plumbing, and testing backflow protective 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 the service.

## 17. Metering

a). Unless otherwise specified in the contract between the Utility and the customer or by the tariff on file, all water supplied will be measured by a meter

or meters of standard manufacture installed, owned and maintained by the Utility. The customer shall provide for this purpose, free of expense to the Utility, a suitable place near the service entrance, in an approved meter box or in a location which is approved by the Utility before installation. The customer shall pay the Utility for the cost of the meter, including installation in accordance with Exhibit B.

b). The Utility will designate the size of the meter to be used for serving each customer. Each building to be served directly from the main must be supplied by at least a three-quarter-inch 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 one and one-half inches 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 not, for any other 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 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 protect such property 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 to 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.

f). A meter will be tested for accuracy by the Utility if the customer requests it. The Utility will first investigate the customer's premises for other reasons for excessive water usage before removing the meter for a shop test. If leaks are found or if the meter test establishes the accuracy of the meter to be between 98% and 102%, the Utility may charge the customer for making the investigation and/or the test. If the meter test establishes the accuracy of the meter to be less than 98% or greater than 102%, no charge shall be made for testing and 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 shall not exceed 90 days. The customer may have a representative present when the investigation and/or the meter is tested.

## 18. Basis for Monthly Billing

a). All charges for water usage, other than for unmetered fire service or other special purposes, shall be calculated upon the registration of the meter or meters installed.

b). The Utility will make an effort to read meters every month or at such intervals as may be designated by the Board of Public Affairs, and such reading shall be prima facia evidence of the amount of water used. In the months the Utility does not read the meter or if 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 previous meter readings. The first billing made after the meter is read shall be adjusted according to the meter reading.

c). Where water is taken through more than one meter, and where such an arrangement is for the convenience of the customer, then each meter shall be read and billed separately. Where water is taken through more than one meter for the convenience of the Utility, then the meter readings shall be aggregated and billed as one reading.

d). All water passing through meters shall be charged for, whether used, wasted or lost through leakage.

e). Neither the Utility or the customer shall have the right to challenge any monthly invoice or to back bill for amounts that should have been included in such invoice, or to bring any action before any court or administrative agency of any kind questioning or disputing any charge contained in any such invoice, after a period of one year from the date on which such service is rendered. In the case of an invoice based on estimates, neither the Utility or the customer

shall have the right to challenge the accuracy of such invoice after a period of one year from the date on which the invoice was adjusted to reflect actual amounts due.

## 19. Waste or Excessive Use

If a customer on a special purpose unmetered rate is found using water in excess of his 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 tariff. The cost of the meter and installation shall be at customers' expense.

## 20. Denial or Discontinuance of Service for Cause

a). **Denial of Service:** The Utility reserves the right to refuse an application for water service if the applicant is indebted to the Utility for service theretofore rendered at any location; provided, however, the Utility shall make known to the applicant the reason for such refusal.

b). **Discontinuance Without Notice:** The Utility reserves the right to discontinue service without notice to any customer:

- 1). When an emergency exists;
- 2). For use of water unauthorized by the Utility;
- 3). For an unapproved cross-connection of a customer's water pipes to any other source of water supply or for permitting any condition to exist about his premises that causes or might cause pollution and/or contamination of the public water distribution system or any part thereof;
- 4). When continuance of the furnishing of service by Utility is determined to be incompatible or unlawful by reason of an Order issued by a Civil, Military, State or Federal Government regulatory authority or by any political subdivision thereof.
- 5). For any tampering or knowingly permitting any tampering with any service pipe, curb stop, meter, meter seal, or any other appliance or equipment owned by the Utility;

- 6). For any fraudulent representation or concealment related to consumption or use of water.

Water service discontinued for any of the foregoing reasons shall be renewed immediately and without charge (except for a charge for the estimated loss of water revenue in items 5 and/or 6 above) to a customer upon the correction of the condition causing the discontinuance.

c). ***Discontinuance After Five-Day Notice:*** The Utility reserves the right to discontinue all water service to all or any part of the premises of a customer who has been given at least five days written notice, either mailed to him at his address as shown on the records of the Utility or delivered personally to him or to a person on his premises, that his water service will be discontinued in whole or in part if any situation as listed below continues:

- 1). Delinquency in the customer's account or failure to comply with payment arrangements with the Utility in connection with charges for water supplied, meter or service maintenance, service installation or contractual payment for facilities.
- 2). Failure to provide and maintain an adequate cash deposit guaranteeing the payment of water bills as requested by the Utility;
- 3). Wastage of water due to a leak in a privately-owned water main, in a service pipe or appurtenance between the curb stop and the meter in a private fire protection system or in any other unmetered facility connected directly or indirectly to the Utility's distribution mains;
- 4). Failure to provide free and non-hazardous access to the premises and to the water meter, appliances and/or other Utility owned equipment so that representatives of the Utility may take meter readings, make all necessary inspections and maintain, replace or remove the meter, appliances and/or equipment;
- 5). Failure to maintain an approved meter setting, including pits and vaults;
- 6). Installing a new service pipe and appurtenances and altering or removing existing service pipe and appurtenances including the meter without the written authority of the Utility;

- 7). Vacancy of premises;
- 8). Violation of any of these General Rules and Regulations or any amendments thereto.

BMU will not disconnect residential water service for non-payment when the forecasted high temperature is 32 degrees Fahrenheit or less, or when the forecasted low temperature is less than 20 degrees Fahrenheit.

BMU will not disconnect residential water service for non-payment when the forecasted high temperature is greater than 90 degrees Fahrenheit.

BMU monitors weather conditions and forecasts using <https://www.wunderground.com/weather/us/oh/bryan/KOHBRYAN2> or a similar service. Water service is subject to disconnection for non-payment at all times.

Water service discontinued for one of the foregoing reasons will be renewed by the Utility upon application when the conditions under which such service was discontinued have been corrected, when all charges, including required fees, fines, costs and payments are paid in full or the customer has entered into an acceptable payment arrangement and when access to the premises may be had during regular working hours. A charge commensurate with the cost of turning off and turning on the service may be made. If shutting off or renewing the service involves any excavating, the cost of such work shall be an additional charge against the customer.

Whenever the Utility has turned off a water service the customer shall not turn it on nor shall he employ any person to turn such service on.

d). **Medical Certifications:** The Utility medical certification policy was designed to provide BMU customers with reasonable notice of interruption due to scheduled service maintenance, which in turn will allow customers time to secure back-up power for medical equipment.

In order for a medical certificate for electric/water service to be considered valid, it must meet the following criteria:

- (1) Be completed on the applicable BMU form. Initial certification by the certifying party may be by telephone if written certification is provided to BMU within seven (7) days.
- (2) Be completed and signed by the customer's physician.

- (3) Require the use of continuous (24 hours a day/seven days a week) life sustaining equipment.
- (4) Be a permanent resident of the premises where the service is rendered

#### Qualifying versus Non-Qualifying Life Sustaining Medical Equipment

- (1) Qualifying: dialysis, oxygen concentrator, ventilator, suction machines and feeding pumps are examples of qualifying life sustaining medically necessary equipment.
- (2) Non-Qualifying: refrigerators, air conditioners, nebulizers, CPAP (Continuous Positive Airway Pressure) machine, wheelchairs or beds are examples of equipment that is not considered medically necessary to maintain utility service.

When disconnection of electric/water service presents a health hazard to a qualifying resident, certification by a medical professional to maintain water and electric service can be provided up to three (3) times in any twelve (12) month period. Medical certification forms must be completed and submitted in writing for each instance of disconnection or reconnection, are valid for thirty (30) days each, and are available from BMU.

It is the customer's responsibility to apply for new medical certificates if the medical necessity still exists.

Medical certification does not exempt customers from service disconnection of water services if they fail to pay their bill on time, comply with an approved payment plan or if they fail to provide an approved medical certification renewal.

For customers subject to disconnection for non-payment, an approved medical certificate shall prevent disconnection of service for a period of thirty (30) days and may be invoked as long as the customer has made or makes an approved payment plan to eliminate a past due account balance. Additional thirty (30) day medical extensions, which cannot be utilized consecutively, may be granted up to a limit of ninety (90) days in any rolling twelve (12) month period.

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 Exhibit A.

- e). The discontinuance of any service shall not terminate a contract

between the customer and the Utility nor shall it abrogate any minimum charge which may be effective. The remedies provided the Utility in these General Rules and Regulations shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

## **21. 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 except after written notice to and written consent from the Utility.

## **22. Resale of Water**

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

## **23. Private Fire Protection Service**

The entire private fire protection service on a customer's premises shall be installed, owned and maintained by the customer and shall be subject to inspection and test by the Utility at such times as it is deemed necessary.

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 connected to and supplied with water from the Utility' distribution mains, the owner of the private fire protection system or his 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 Engineering Department of 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.
- 8). Minimum fire protection service line is to be 6" in diameter.

All fire protection lines within buildings must be installed in such a manner that all pipes will be easily accessible for inspection at any time. Underground pipes outside of buildings must be placed and maintained at a minimum depth of four and one-half feet.

No connection 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 water is metered. If such a connection is approved, both the fire protection line and the general purpose line shall be separately valved outside the building to be served in accordance with Utility's specifications to permit either line to be turned on or off without affecting the other.

A private fire protection system shall be equipped with an alarm valve and a double detector check valve.

An unmetered 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 purposes is absolutely forbidden.

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.

Where a service tap on a Utility distribution main provides water for both fire and general purposes to a customer or customers, separate charges will be made for each purpose to each customer by the Utility in accordance with the established rules and schedule of rates.

A private fire service, at the option of the customer and after approval by

his fire underwriter, may be connected to his metered water service. The minimum monthly charge for such combined fire and general purpose uses will be as set out in the established scheduled rates. Any additional investment cost incurred by the Utility in such metering must be paid by the customer; maintenance of such meter will be at the Utility's expense.

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, naming 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.

## **24. Interruption of Service, Et Cetera**

The Utility shall not be responsible in damages for any failure to supply water service or for interruption of the supply of water, or for defective piping on the customer's premises, or for damages resulting to a customer or to third persons from the use of water 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. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by strikes, the acts of nature, unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

## **25. Water Main Extension Policy**

***Availability of Water Service:*** The City of Bryan will furnish water service to new locations, providing that the conditions and requirements set forth herein and City's General Rules and Regulations and Codified Ordinances have been complied with and said service will not result in overloading existing distribution mains. All water line extensions must be approved by the Board of Public Affairs.

***Line Extensions:*** Where an extension of City's water main is required to furnish service, the property owner or developer requiring the extension shall be responsible for the installation and costs associated with the line extension, including the preparation of plans and obtaining all necessary approvals, unless the extension is constructed in accordance with the provision of the Ohio Revised Code regarding assessments. The total cost of the extension shall include the cost of inspecting the installation of the water mains.

The property owner or developer shall submit proper plans and estimates

in accordance with the Utility's specifications and standards for the construction and installation of water mains. The size of 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 for all new water mains shall be 8" nominal inside diameter unless otherwise approved by the Director of Utilities.

City reserves the right to require a main larger than an 8" nominal inside diameter and in such an event, the Water Department will pay the flat fee per foot of pipe larger than 8" as specified in Exhibit A.

The property owner or developer shall be required, prior to beginning installation or construction of the proposed water main, to post a bond in an amount to be determined by the Utility to insure compliance with these regulations and the proper and complete installation of the water mains and deposit an amount with the Utility sufficient to cover the estimated cost of inspection.

All water mains installed within or outside of the City's corporation limits shall, on connection with the City mains, become the sole property of the City and shall hence forth be maintained by the Utility which shall exercise control of same. The City shall have the right and authority to further extend any water main extension to serve additional properties beyond the original or earlier extension without reimbursement to anyone who may have contributed to the cost of the original or earlier extension.

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

***Annexation Agreement:*** Water main extensions extended outside of the corporate limits of the City of Bryan and the property to be served located within the land use plan for future annexation in the City's Master Plan or any future revisions of said plan approved by the Board of Public Affairs, will be made subject to an agreement by the property owner(s) requesting service, binding upon the owner(s) and their heirs, successors and assigns, to seek and cooperate in the seeking of annexation of their property into the City of Bryan as soon as annexation becomes legally permitted and acceptable by the Council of the City of Bryan. Such agreement shall (1) be made and executed by the property owner(s) in recordable form; (2) specifically provide that the agreement may be attached to and made a part of a petition for annexation; (3) specifically provide that the agreement shall serve as the property owner's signature on such a petition for annexation; and (4) specifically provide that

such agreement constitutes an equitable servitude upon the property, fully binding on the owner's heirs, assigns and successors in title. Such agreements shall be recorded in the deed records of Williams County at the expense of the Consumer.

## **26. Operating or Tampering With a Bypass Valve**

That all persons are prohibited from operating or tampering with any valve on a bypass water line around a Bryan City water meter except municipal employees or designated person or persons by the Superintendent of Water. Whoever violates this section is guilty of a minor misdemeanor and is subject to penalties set forth in Codified Ordinances of the City of Bryan, Ohio. Each day that such violation occurs shall constitute a separate offense.

## **27. Present Rules Supersede Any Prior Rules**

All Rules and Regulations heretofore promulgated by the Utility governing the services supplied by the Utility are superseded and replaced by the foregoing General Rules and Regulations and/or other Regulations referred to herein and thereby made a part hereof.

## **28. Amendments and Revisions**

The Board of Public Affairs of the City of Bryan, Ohio, reserves the right, by appropriate action, to modify, delete, change or otherwise revise these General Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

**APPROVED BY THE BOARD OF PUBLIC AFFAIRS  
OCTOBER 2, 2018 PER RESOLUTION 29, 2018**

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**Bryan Municipal Water Department**  
**Exhibit A**  
**Special Service Charges**

The charges set forth below are part of the consumer's regular water bill and are payable at the same time and if not paid, water service is subject to disconnection. The property owner is responsible for the payment of all bills and charges. The deposit does not relieve the property owner of responsibility for bill payment.

Description of Service Furnished.

10	<i>Service charge</i> for initial establishment, re-establishment or reconnection of service at new or different locations (only one charge).	\$25.00
20	<i>Service Charge:</i> To reconnect service disconnected for non-payment of bill	\$25.00
	Charge for holidays and non-working hours.	\$50.00
30	<i>Service Charge:</i> To reconnect service disconnected for violation or for failure to comply with General Rules and Regulations not specified in this tabulation.	\$50.00
40	<i>Service Charge:</i> To turn on or turn off water at the curb box at consumer's request and where a transfer of account is not involved.	
	A) During regular work hours	No Charge
	B) During holidays or non-regular work hours	\$50.00
50	<i>Service Charge:</i> For Seasonal changes, i.e. lawn irrigation, vacations.	
	A.) Turn off	\$10.00
	B.) Turn on	\$10.00
60	Return of consumer's check by bank due to insufficient funds or any other reason.	\$25.00

70	Special testing of meter at consumer's request to determine meter accuracy.	
	A) Meter more than 2% fast/slow	No Charge
	B) Meter within 2% accuracy	\$25.00
	C) Meter not owned by the Utility	\$25.00
80	Fraud or illegal diversion of water or if an unauthorized turn on is made. The charge shall also include the estimated cost of the stolen water plus any additional expense involved.	\$50.00

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#### Oversizing Contribution

The Utility will contribute \$4.00 per foot for all water main extensions where the City requires a 12" water line. Other special conditions not covered by this item may be negotiated.

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**Bryan Municipal Water Department**  
**Exhibit B**  
**Tap, Service Line, and Meter Installation Charges**

Tap and Service  
Line Size

.75"	\$ 1,200.00 Flat Fee
1.00"	\$ 1,300.00 Flat Fee
1.50"	\$ 2,000.00 Deposit
2.00"	\$ 2,500.00 Deposit
4.00"	\$ 3,000.00 Deposit
6.00"	\$ 4,000.00 Deposit

- 1.) Water service will only be provided where a water main of adequate size exists in front of the property to be served. Any extension or enlargement of water mains or other facilities required to furnish service shall be subject to the Utility's water main extension policy and shall be paid for by the water users involved.
- 2.) For services .75" and 1.0" the charge for the Tap, Service Line and Meter Installation will be a flat fee as indicated above. In instances where the service line and tap are completed by the owner or contractor a meter installation charge of \$600 for .75" and \$700 for 1.0" will apply.
- 3.) For services larger than 1.0", the Tap, Service Line and Meter Installation Charge will be based on actual installation costs. The amounts shown above for larger than 1.0" service reflect the deposit required prior to installation. The installation costs shall include the actual cost of all labor, materials, trucks and equipment rental or expense, plus 25% for payroll and other overheads. If actual installation costs exceed the deposit, the consumer shall pay the difference before water will be turned on. Any deposit in excess of the total installation cost as determined herein shall be refunded to the consumer.
- 4.) This schedule shall be reviewed once a year by the Utility. In the event that the average cost of a given size service installation (including allowance for overheads) exceeds the amount set forth herein, said amount shall be increased accordingly.
- 5.) Three-quarter-inch services will generally be installed for single family

dwellings only.

- 6.) The Utility reserves the right to install the meter inside of the building and connect a remote outside dial or indicator.