



RULES & REGULATIONS FOR WATER SERVICE

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SECTION

I. GENERAL PROVISIONS

I-1 Rules and Regulations

A customer that commences and/or maintains service under any of the Zeeland Board of Public Works (ZBPW) water rate schedules hereby agrees to abide by all of the Zeeland Board of Public Works Rules and Regulations for Water Service, as may be amended by the Zeeland Board of Public Works from time to time.

As a condition of service for tenants, information may be released by the Zeeland Board of Public Works to a current or former landlord of a tenant. In addition, tenants may be required to sign a release form that authorizes the Zeeland Board of Public Works to release information to landlords. The information which may be released shall include account information and personal contact information such as a forwarding address. New customers will be required to sign an "Authorization to Release Personal and Account Information," as shown in the attachment to these rules.

The ZBPW may discontinue water service to any customer for any breach of the ZBPW's Policy, Rules, and Regulations, Procedures, or in accordance with the law. The customer must pay a reconnection fee as stated in Section VII-6 to cover the costs of restoring water service that has been discontinued for any breach of the ZBPW Policies, Rules, and Regulations, Procedures, or in accordance with the law.

This document is intended to cover most situations where standardized policies and practices have been established. No agent or employee of the ZBPW has the authority to waive or modify the provisions of this document unless specifically authorized to do so by the ZBPW Board of Commissioners. These Rules and Regulations may be amended as permitted by law.

I-2 Rate Revision

All Zeeland Board of Public Works rates are subject to revision at any time upon approval of the Zeeland Board of Public Works Board of Commissioners and Zeeland City Council. Water rate information is available for public inspection at the offices of the Zeeland Board of Public Works, 350 East Washington Ave, Zeeland, Michigan, or at www.zeelandbpw.com.

I-3 Refusal of Service

The ZBPW may refuse to make utility services available to anyone who has outstanding or delinquent utility accounts at the ZBPW.

I-4 Transfer of Delinquent Account Balance

In the case of a tenant who has lived in a residence when all or part of a delinquent account was incurred and left unpaid within the last three years, the ZBPW may transfer a prorated amount of the debt to the customer's current account, based upon the length of time that the customer resided as a tenant at the former residence. This does not apply if the customer was a minor while living at the former residence.

II. APPLICATION OF RATES

II-1 General

The ZBPW shall, from time to time, establish charges for the use of and connection to the ZBPW water system. All users are required to pay the applicable current rates for connection to the system and water use.

II-2 Resale

The ZBPW has the discretion to permit a property owner to contract with an existing customer of the ZBPW for a water hookup, ONLY under the following conditions:

- The ZBPW shall meter the amount of water being furnished to the indirect customer and shall be permitted to have access to the meter.
- The indirect customer will be billed by the ZBPW for water supplied.
- The indirect customer shall install the water system according to the ZBPW specifications. The ZBPW will determine the charges to be levied upon the indirect customer. These charges will not exceed standard hookup fees.
- The indirect customer shall sign a written affidavit acknowledging that they will hook up to a regularly installed water main when such a water main is available. All other applicable charges will apply to the indirect customer when hookup to the ZBPW water main is made.

Otherwise, the resale of water is not permitted. The renting of premises where the cost of water is included in the rental agreement is not considered a resale of service.

II-3 Responsibility for Charges

Any persons, association, or corporation who takes possession of premises where the water supply has been shut off by the ZBPW and uses water without proper application for water service shall be responsible for all charges for water service. The number of such charges shall be determined by the ZBPW either by meter reading or on a basis of calculated consumption for the time water was used.

II-4 Readiness to Serve Charges

All active noncontractual accounts will be billed a readiness-to-serve charge based on meter size. Service must be completely disconnected to eliminate the readiness to serve charge. Disconnect/reconnect fees may apply. Readiness-to-serve charges are not prorated.

II-5 Connection Fees

The following charges and fees shall apply to all connections to the ZBPW water system:

1. **Individual Service:** This fee is applicable when a new or existing customer connects to an existing water main. See the Individual Service connection fee schedule in the attached *Section XI -Water Service Fees and Charges Schedule*.
2. **Subdivision Service:** This fee is applicable for subdivision development when the water main is paid for and installed by the developer. See the Subdivision Service connection fee schedule in the attached *Section XI -Water Service Fees and Charges Schedule*.

III. USE OF SERVICE

III-1 General

Potable water is supplied to a customer for exclusive use on the premises to which it is delivered by the ZBPW. Service may not be shared with another, sold to another, or transmitted off the premises without the written permission of the ZBPW.

III-2 Access to Customer's Premises

Authorized employees of the ZBPW shall have the right to enter the premises of any water customer at all reasonable hours for all purposes necessary to conduct business, including without limitation:

- Install, inspect, observe, read, repair, maintain, test, or remove its meters.
- Install, operate and maintain other ZBPW equipment or facilities.
- Inspect Fire Service installations, customer piping, and backflow devices to determine the connected water demand.

If, for any reason beyond its control, the ZBPW is unable to read a meter, operate, maintain or make an inspection, including but not limited to, reasons such as premises being locked, the meter being inaccessible or, unsafe conditions, then after due written notice to the customer, the water service may be disconnected until arrangements have been made to permit access for ZBPW inspection and approval and the customer has paid the appropriate reconnection fee.

III-3 Customer Responsibility

The ZBPW may deny or terminate service to any customer whose water piping or equipment constitutes a hazard to the ZBPW employees, equipment, or its service to others. The ZBPW is not responsible to inspect the customer's piping or equipment and shall not be held liable for any injury or damage resulting from the conditions thereof.

The customer shall install and maintain the necessary facilities or devices to protect their equipment against service interruptions and other disturbances on the ZBPW system.

III-4 Water Quality and Disturbances

The customer shall operate equipment in a manner that does not cause surges, water hammers or other problems in the water distribution system or to other customers. If the ZBPW notifies the customer of such a condition, the customer shall discontinue the operation of equipment causing such a condition until a correction has been made. If the customer does not remedy the condition within the ZBPW timeframe, the ZBPW will discontinue service until the customer has remedied the situation and has paid all applicable fees for reconnection.

III-5 Tampering

The ZBPW may discontinue service and seek criminal charges if it is determined that the meter or plumbing on a customer's premises has been tampered with or altered in any manner to steal water. If the ZBPW discontinues service, for this reason, the ZBPW will restore service only after the customer has paid the meter tampering fee and reconnection fee as stated in the Schedule of Fees and Charges attached, made appropriate restitution for stolen service, and or damaged equipment and made provisions for any required metering changes as may be required by the ZBPW.

III-6 Voluntary Disconnection of Service

Service may be voluntarily disconnected at the customer's request. Any requests for discontinuation of service will be made directly to the ZBPW. The ZBPW recommends that the customer or customer's representative be present for the disconnection to ensure complete shutoff. In no case, will a voluntary disconnection of service result in the elimination of applicable charges. Please refer to the attached Schedule of Fees and Charges for applicable charges.

III-7 Water Use Reduction

Water service may be restricted or discontinued for any of the following reasons, without notice to the customer:

- For repairs to any water main, fire hydrants, customer service connection or associated appurtenances.
- During periods of high demand in accordance with the following water use reduction policy.

The **Water Use Reduction Plan** is to be implemented during times of water shortage or severe drought and consists of four stages which may be implemented at any level dependent on the severity of the situation. Restrictions may be increased or decreased at any time as conditions warrant. Implementation of plan steps will be made based on the judgment of ZBPW staff.

- A. **Voluntary Public Appeal**: Customers will be informed of the possibility of restricted water use and asked to restrict their use voluntarily.

- B. Odd-Even Lawn Sprinkling: All customers whose street address ends in an odd number will be permitted to lawn sprinkle any time only on odd-numbered dates; customers with even-numbered addresses may sprinkle any time only on even-numbered dates.
- C. Time of Day: Odd-Even Lawn Sprinkling: Same as above, except sprinkling activity, must occur between the hours of midnight to noon. All sprinkling, regardless of address, will be prohibited from noon to midnight.
- D. Total ban on Sprinkling and Non-essential Use of water: Sprinkling and water usage such as non-commercial car washing, or hosing drives and walkways are prohibited.

III-8 Shut-off Policy

- A. Except as permitted in Section V-6 (Special Payment Agreement) or limited by Sections III-9 (Residential Disconnect Policy) or Section III-10 (Limitations on Termination of Service), the provisions of this Shutoff Policy shall govern all terminations of utility service for nonpayment of utility charges.
- B. If complete payments of all utility charges have not been received by the ZBPW within 30 days after their due date, the utility shall mail the customer a notice of disconnection.
- C. The notice of disconnection shall contain the following:
 1. Minimum amount to be paid to avoid disconnection and the total amount due;
 2. The date of the disconnection. The date of the disconnection shall be at least 10 days from the date of the notice of disconnection.
 3. Notice that unless the ZBPW receives complete payment of the minimum amount shown prior to the disconnection date, utility services shall be disconnected.
 4. Notice that in lieu of paying the amount shown, an eligible customer, prior to the date of disconnection, may request the establishment of a Special Payment Agreement (See Section V-6);
 5. The address and telephone number where the ZBPW may be contacted by the customer.
- D. If, prior to the date of disconnection:
 1. The ZBPW has not received the minimum payment of the amount shown on the notice of disconnection; or
 2. The ZBPW customer has not requested the establishment of a Special Payment Agreement which has been approved by the ZBPW;

Then, the ZBPW shall disconnect the service provided to the customer on the date of disconnection identified in the notice.

- E. Following disconnection of service, the entire past due ZBPW charges as well as applicable reconnection charges and an additional security deposit (as applicable) must be collected in full prior to reconnection. Personal checks will not be accepted for payment following disconnection.
- F. In the event that a disconnection notice is provided to a customer who is a tenant, and the status of a customer as the tenant is known, then the notification will also be provided to the landlord's agent or to the property owner.
- G. Disconnection may be reasonably delayed by the ZBPW for operational reasons.
- H. Notwithstanding other requirements of this Policy, service may be shut off temporarily for reasons of health or safety or in a state of emergency. When service is shut off for reasons of health or safety, the ZBPW shall leave a notice at the premises if feasible.

III-9 Residential Disconnect Policy

III-9 Section 1- Rules and Regulations

- A. The ZBPW may shut off or terminate service to a residential customer for any of the following reasons:
- The customer has not paid a delinquent account that occurred within the last six years. Notice may be sent when the account is more than 30 days past due.
 - The customer has failed to provide a deposit or guarantee as required.
 - The customer has engaged in unauthorized use of the utility's service.
 - The customer has failed to comply with the terms and conditions of a Special Payment Agreement.
 - The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
 - The customer misrepresented his or her identity for the purpose of obtaining service or putting service in another person's name without permission of the other person.
 - The customer has violated any policies of the ZBPW to adversely affect the safety of the customer or other persons or the integrity of the system.
 - A tenant lived in a residence when all or part of a delinquent account was incurred and left unpaid within the last three years. The ZBPW may transfer a prorated amount of the debt to the customer's current account, based upon the length of time that the customer resided as a tenant at the former residence. This does not apply if the customer was a minor while living at the former residence.
 - An owner/landlord, as a customer, has not paid for service at a premise occupied by a tenant in any of the following circumstances and proper notice is given:
 1. It is not feasible to provide service to the occupant as a customer without a major revision of existing distribution facilities, as determined by the utility.
 2. The customer supplies a written, notarized statement that the premise is unoccupied.
 3. The premise is occupied, and the occupant agrees, in writing, to the shut off of service.
 4. It is feasible to provide service to the occupant as a customer without major revision of existing distribution facilities and the occupant refuses to put the account in their name.
- B. If a customer claims an inability to pay their account in full, they will be allowed to enter into a payment plan for the amount owed that is not in dispute. The ZBPW is not required to enter into a subsequent payment plan until the customer has complied with the terms of an existing or previous payment plan unless the customer demonstrates a significant change in economic circumstances and requests a modification of the plan. If the customer defaulted on the terms and conditions of a payment plan, within the last 12 months, the ZBPW is not required to enter into a subsequent payment plan.
- C. Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bills notifications, including disconnect notices, on the customer's behalf. Such notices may be provided to both the designated third party and the customer. Where notice of disconnection is provided to a customer who is a tenant, then notification will also be provided to the landlord's agent or the property owner.

III-9 Section 2 - Notice of Disconnection

- A. If a bill is left unpaid 30 days after the due date, two attempts to contact the customer will be made. First, a notice of disconnection of service will be mailed. Secondly, if the bill remains unpaid after ten (10) business days, from the notice of disconnection mailing, the ZBPW will attempt to contact the customer by phone and remind them that their account is past due. If payment is not received within 24 hours, a disconnect notice tag will be placed at the premise to be disconnected. Water service will be disconnected if the bill remains unpaid after one working day from the placement of the notice tag. All attempts to contact a customer will be documented.

For any other involuntary shutoff (for circumstances as defined in III-9 Section 1 (a)), two attempts to contact the customer shall be made. Such contact attempts will be made at least one day before the shut-off of service.

One of the following methods may be used to contact the customer:

1. A personal or automated telephone call where direct contact is made with a member of the customer's household, or a message is recorded on an answering machine or voice mail. The message will include the name, address, and phone number where the customer may arrange for payment.
2. First-class mail.
3. A personal visit to the customer.
4. A notice left at or on the customer's door providing the address and phone number where the customer may arrange for payment.
5. Any other method approved by the governing body of the utility.

- B. A mailed notice of disconnection shall contain all the following information:

1. The name and address of the customer, and the address at which service is provided, if different.
2. A clear and concise statement of the reason for the proposed disconnection of service.
3. The date on or after which service may be shut off unless the customer takes appropriate action.
4. That the customer may have the right to enter into a Special Payment Agreement (See Section V-6) for an amount that is not in dispute and the customer is presently unable to pay in full.
5. The ZBPW telephone number and address where the customer may make an inquiry, enter into a payment plan, or file a complaint.
6. The minimum amount to be paid to avoid disconnection and the total amount owed.
7. That shutoff will be postponed at a residence where a certified medical emergency exists, and the customer provides documentation of that medical emergency.
8. That during the heating season, shutoff will be postponed if a customer is an eligible low-income customer that enters into a Special Payment Agreement with the ZBPW and is actively seeking emergency assistance.
9. The DHHS phone number 616-394-7200 for assistance

- C. Immediately before a shutoff of service, the ZBPW employee who is designated to perform the function may (but is not required to) identify himself or herself to the customer or to another responsible individual at the premises and may (but is not required to) announce the purpose of his or her presence.
- D. The ZBPW employee shall leave a notice at the time of shutoff. The notice shall state that service has been shut off and contain the address and phone number where the customer can make arrangements to have service restored.
- E. Service may be shut off to a customer on the date specified in the disconnect notice or within a reasonable time following that date. Shut-off shall occur only between the hours of 9 a.m. and 1 p.m. Service shall not be shut off on a day, or a day immediately preceding a day, when ZBPW is not open for normal business
- F. If service is not shut off on the date specified or within a reasonable time following that date and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice.

III-9 Section 3 – Restoration of Service

- A. Reasonable efforts shall be made to restore service on the day the customer’s bill, including penalties, fees, and security deposit, is paid or a satisfactory credit arrangement has been made. Except for reasons beyond the control of the ZBPW, the service shall be restored not later than the first working day after the customer’s request.
- B. After shutoff, payment by personnel check will not be allowed. Payment must be made in cash, certified check, money order or by credit card for which there is a fee.
- C. A charge may be assessed for notices and restoration of service.

III-9 Section 4 – Shut off Restriction

The ZBPW will not shut off service for any of the following reasons:

1. The customer has not paid for concurrent service received at a separate metering point, residence or location.
2. The ZBPW shall not shut off service during the heating season for nonpayment of a delinquent account to an eligible senior citizen or a customer that enters into a Special Payment Agreement. If a customer has an outstanding balance after the heating season, the ZBPW may issue a shutoff notice to provide a 10-day notice or allow the customer to enter into a payment plan.
3. If the temperature forecast after 8:00 am on the day of disconnection is below 30 degrees.
4. If the temperature forecast for the day of disconnection or the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on that day. For Thursdays, they will not be disconnected if the forecast is for 95 degrees or greater for Friday, Saturday, or Sunday.
5. For nonpayment of amounts less than fifteen dollars (\$15.00)

III-9 Section 5 – Senior Citizen Customer Identification

The ZBPW shall, once per year, attempt to identify senior citizen customers by at least one (1) of the following methods:

1. Conducting customer interviews in person or by phone, including leaving a message on an answering machine or a voicemail.
2. Obtaining information from a consumer reporting agency as defined in Section 603 of the Fair Credit Reporting Act, 15 USC 1681A.
3. First class mail.

4. A written notice left at or on the customer's door.
5. On a bill or in a bill insert

III-9 Section 6 – Senior Citizen and Low-Income Customers

- A. The ZBPW shall not shut off service to an eligible customer during the heating season for nonpayment of a delinquent account if the customer is an eligible senior citizen customer or if the eligible customer enters a winter protection payment plan. If an arrearage exists at the time an eligible customer applies for protection from shut off service during the heating season, the customer will be permitted to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent heating season.
- B. If an eligible customer fails to comply with the terms and conditions of a winter protection payment plan, or if the customer fails to pay a monthly installment on a preexisting arrearage plan, service may be shut off after giving the customer a notice, by personal service, or first-class mail, that contains all the following information:
 1. That the customer has defaulted on a Special Payment Agreement or has failed to pay a monthly installment on a preexisting arrearage.
 2. The nature of the default.
 3. That unless the customer makes the payments that are past due within ten (10) days of the date of mailing, service will be shut off.
 4. The date on or after which service will be shut off unless the customer takes appropriate action.
 5. That the customer may dispute the claim in writing before the date of the proposed shutoff of service by contacting the ZBPW in accordance with Section V-7.
 6. That the utility will not shut off service pending the resolution of a dispute.
 7. The telephone number and address where the customer may make an inquiry, enter into a payment plan, or file a complaint.
 8. That the customer should contact DHHS immediately if the customer believes he or she might be eligible for emergency economic assistance.
 9. That the shut-off will be postponed if a certified medical emergency exists at the customer's residence.
 10. That a deposit and restoration charge may be required if service is shut off for nonpayment of a delinquent account.

III-9 Section 7 – Critical Care and Medical Emergency Customers

Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a critical care customer or has a certified medical emergency. The customer's certification shall identify any medical or life-supporting equipment being used, and the specified period during which the shutoff of service will aggravate the medical emergency. Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household remains a critical care customer or has a certified medical emergency. If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually, shutoff extensions totaling more than 126 days per household will not be given.

III-9 Section 8 – Definition of Terms

- A. “Heating season” means November 1 through March 31.
- B. As used in this Policy: (Customer is responsible for providing documentation proving eligibility for 1, 2, 3, and 4 below)
 - 1. “Critical care customer” means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the ZBPW identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life-threatening.
 - 2. “Eligible low-income customer” means a customer whose household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services (DHHS), or who receives any of the following:
 - a. Assistance from a state emergency relief program.
 - b. Food stamps.
 - c. Medicaid
 - 3. “Eligible senior citizen customer” means a customer who is 65 years of age or older and who advises the ZBPW of his or her eligibility.
 - 4. “Medical Emergency” means the existence of a medical condition of the customer or a member of the customer’s household, certified by a physician or public health official on official stationery, which will be aggravated by the lack of utility service.
- C. These Policies shall be part of the terms and conditions of the contract for service between the ZBPW and the customer.

III-10 Limitations on Termination of Service

- A. The ZBPW shall terminate service for nonpayment only during the hours of 9:00 a.m. to 1:00 p.m., Monday through Thursday. No terminations shall be permitted on a legal holiday or on the day before a legal holiday.
- B. No terminations shall be permitted on a day when the low temperature, as reported by the National Weather Service at its first order station nearest the residence, is below 30 degrees Fahrenheit.
- C. The ZBPW shall not terminate service for nonpayment of accounts less than \$15.00.
- D. If termination is limited by this Section III-10, termination shall occur on the next unlimited day following the date of termination provided in the notice without further notification.

IV. SERVICE CONDITIONS

IV-1 Character & Continuity of Service

- A. The ZBPW obtains and distributes potable water, approved by the Michigan Department of Environmental Quality (MDEQ), for public use throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.
- B. The ZBPW provides two types of services: metered service and non-metered service. Non-metered services are designed for the sole purpose of supplying water to fire protection services.

- C. The ZBPW is responsible for and will maintain the water distribution system within the City of Zeeland and in portions of Holland and Zeeland Townships served by the ZBPW water system.
- D. The water distribution system consists of all water mains that are available to supply water to more than one water customer service line.
- E. The ZBPW is responsible for maintaining adequate pressure throughout the distribution system.
- F. The ZBPW shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the ZBPW's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties; operation of safety devices except when such operation is caused by the negligence of the ZBPW; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment when the ZBPW has carried on a program of maintenance consistent with the general standards prevailing in the industry; acts of God, war; the action of the elements; storm or floods; fire; riot; sabotage; labor dispute of disturbance, or the exercise of authority or regulation by governmental or military authorities.
- G. Notwithstanding any other provision in these rules, the ZBPW may interrupt, or limit water service to all or some of its customers with or without prior notice and in a manner that appears most equitable under the circumstances then prevailing or as necessary to protect the health, safety, and welfare of its employees or customers. The ZBPW shall be under no liability with respect to any such interruption or limited supply.

V. RESPONSIBILITY FOR PAYMENT OF BILLS

V-1 General

- A. Each ZBPW customer is responsible to pay all utility bills as rendered on or before the due date shown thereon.
- B. Bills are rendered on approximately a monthly basis.
- C. Bills will be distributed by mail or electronically to customers approximately eighteen (18) days before the due date shown on the bills.
- D. The customer shall pay the billed net amount on or before the due date on the bill.
- E. If a bill remains unpaid the ZBPW has the right to discontinue service as defined in the ZBPW Shut-off Policies. (See Section III-8, Section III-9, and Section III-10)

V-2 Estimated Consumption

- A. While it is the ZBPW standard to read meters monthly, readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual meter readings.
- B. If for any reason all consumption used cannot be registered accurately, the unmetered portion shall be estimated by the ZBPW based on prior consumption or operating characteristics of the facility and equipment.

V-3 Billing Errors

- A. Errors in billing can occur for a variety of reasons. In some cases, the error can be clearly identified and quantified, while in other cases the error can only be estimated. When an error is found to exist in the billing rendered to a customer, the ZBPW will correct such error to recover or refund the difference between the original billing and the corrected billing.
1. In cases in which a customer is overcharged, corrected billings will not be rendered for periods more than three (3) years from the date the error is discovered.
 2. In the case in which a customer is undercharged, the ZBPW may bill the customer for up to the twelve (12) month period immediately preceding the discovery of the error. A customer may request a repayment plan up to the number of months used to calculate the undercharged amount.
- B. Refunds to customers will normally be made promptly upon discovery of the error.

V-4 Receipt of Payment

Full and partial payments shall be applied in the following manner:

1. To the oldest outstanding arrears.
2. 65% to remaining outstanding electric account
15% to remaining outstanding water account
20% to remaining outstanding sewer account

V-5 Late Charges

- A. All utility charges not paid on or before the due date shall have a late charge of 1 ½ percent times the unpaid utility charge, added to such billing. The late charge, the utility charges in arrears for which the late charge is being assessed, and the current utility charges shall be specified on the bill.
- B. Customers may request a late charge waiver under extenuating circumstances.

V-6 Special Payment Agreement

- A. Any customer prior to shut off, may establish a Special Payment Agreement to avoid disconnection of utility services, under the condition that the customer signs a written agreement with the ZBPW that specifies:
1. The customer will make regular payments acceptable to the ZBPW for all charges of the customer until all outstanding charges are paid in full; and
 2. The customer acknowledges that the utility services shall be terminated without any further notification should the customer fail to comply with the terms of the agreement; and
 3. The late charges shall be assessed during the deferment period on any applicable utility charges.
- B. The ZBPW is not required to enter into a subsequent payment agreement until a customer has complied with the terms of any existing or previous agreements. If the customer has defaulted on the terms and conditions of a payment agreement within the last 12 months, the ZBPW is not required to enter into a subsequent payment plan.

V-7 Utility Customer Disputes

- A. A customer may dispute the correctness of all or part of the current amount shown in accordance with Section 40-22 of the Zeeland City Code. The procedure for a customer dispute shall be as follows:
1. Within 30 days of the date such bill is issued, the customer shall notify the ZBPW, orally or in writing, that they dispute all or part of the current amount shown on the bill, stating as completely as possible the basis for the dispute.

2. If the ZBPW determines that the present dispute is untimely or that the customer previously disputed the correctness of all or part of the amount shown, the ZBPW shall notify the customer stating that the present dispute is untimely and invalid. The ZBPW shall then proceed as if the customer had not notified them of the present dispute.
 3. If the ZBPW determines that the present is not untimely or invalid, the ZBPW, within three working days after receipt of the customer's notice, shall arrange an informal meeting between the customer and the ZBPW.
 4. Based on ZBPW records, the customer's allegations, and all other relevant materials available, the ZBPW shall resolve the dispute, attempting to do so in a manner satisfactory to both the ZBPW and the customer.
 5. Within three working days of completion of the meeting, the ZBPW shall notify the customer of their decision resolving the dispute.
 6. If the decision is unsatisfactory to the customer, the customer, within three working days of their notification of the ZBPW's decision, may request a hearing before the Board of Public Works General Manager.
 7. The hearing before the ZBPW General Manager shall be held within five working days of the ZBPW's receipt of the customer's request.
 8. At the hearing, the ZBPW and the Customer shall be entitled to present all information that is, in the ZBPW General Manager's view, relevant and material to the dispute.
 9. Based on the hearing, the ZBPW General Manager, within three working days of the completion of the hearing, shall issue their decision to resolve the dispute. The decision shall be final and binding on the ZBPW and the customer.
- B. Utilization of the abovementioned dispute procedure shall not relieve a customer of their obligation to timely and completely pay all other undisputed ZBPW charges and the undisputed portion of the amount which is subject to the present dispute. Failure to timely and completely pay all such undisputed amounts shall subject the customer to all applicable late charges and to termination of service in accordance with ZBPW Rules and Regulations.

V-8 Account Security Deposits

- A. The standard residential security account deposit will be 2 times the average monthly bill as determined by the ZBPW and applied according to the current ZBPW Schedule of Fees and Charges (See Attached).
- B. The ZBPW shall require the standard residential account security deposit for all residential accounts serving leased residential properties, including mobile home parks, and for customers who have filed for bankruptcy and continue to live in their homes.
- C. Moreover, if any residential account has been disconnected for nonpayment, an additional deposit equal to the standard residential security deposit will be required each time any residential account is disconnected for nonpayment before service will be reconnected.
- D. The ZBPW may require an account security deposit of up to two months' billing for commercial or industrial accounts.
- E. An additional deposit will be required for properties in Holland and Zeeland Townships that elect to exempt properties from the potential utility non-payment lien through the Notice of Lease provisions in the Township's utility lien ordinances.
- F. The ZBPW will refund deposits to all customers who have voluntarily terminated service and paid all charges due.

V-9 Lien as a Security for the Collection of Service Charges

A. City of Zeeland

Except as otherwise provided or limited by State law, the city shall have as security for the collection of all charges for utility services, a lien upon the premises to which such utility services were supplied. Such lien shall become effective immediately upon the distribution or supplying of such utility service or services to such premises.

Except as otherwise provided by State law, all unpaid charges for utility services furnished to any such premises, which on the 31st day of March each year, have remained unpaid for a period of three months, or more, shall be reported by the Clerk to the City Council at the first meeting thereof in the month of April. The Council thereupon shall order the publication in a newspaper published in the city, of notice to all owners of property within the city that all unpaid utility charges which have remained unpaid for a period of three months or more prior to the 31st day of March, and which have not been paid by the 30th day of April, shall be assessed upon the city's tax roll against the premises to which the utility services, for which unpaid charges accrued, were supplied or furnished; and that such charges shall be collected in the same manner as the city taxes and said tax roll. (REFER TO ZEELAND CITY CHARTER)

If the owner of a rental unit leases premises to a tenant who is responsible under the lease for the payment of water charges, and if such property owner notifies the Board of Public Works in writing of such fact, and provides the BPW with a true copy of the lease or rules and regulations of the premises which has been signed by the tenant, then the charges for water services shall not become a lien on the premises after the date that such notice is received by the BPW.

In order not to be liable for a tenant's water charges, a landlord must also inform the Board of Public Works as to the date that a tenant terminates its tenancy so that a final meter reading can be obtained.

If a landlord fails to comply with all of the terms and conditions of this rule, then the landlord shall be liable for the water charges in accordance with the provisions of the Zeeland City Charter.

B. Holland and Zeeland Townships

The Townships agree to assist and cooperate with the ZBPW in collecting delinquent charges for utility services provided to ZBPW customers in the township. Specifically, if the Chief Executive Officer of the ZBPW certifies in writing to the Township(s) on or before September 15th those charges for Utility Service which are delinquent six (6) months or more on August 31, then the Township(s) will enter a lien for such charges on the Township tax roll for that year against the premises to which Utility service has been provided. If the owner of a premises in the Township which receives water service provided by the ZBPW shall lease such premises to a tenant who agrees to be responsible for the payment of the charges for water service, and such premises owner notifies the ZBPW in writing of such fact (SEE ATTACHED AFFIDAVIT OF LIABILITY) , and furnishes a copy of the lease of the affected premises, then the charges for water service, provided to such premises, during the said tenancy, shall not become a lien against the premises after the date on which such notice and a copy of its required attachments are received by the ZBPW. (REFER TO HOLLAND AND ZEELAND TOWNSHIP ORDINANCES)

V-10 Service Transfer Fee

A "Service Transfer Fee" (as defined in the attached "ZBPW Schedule of Fees and Charges") shall be applied to all new accounts, both City and Township. The Service Transfer Fee will be added to the first bill. Rental property accounts reverting back to the landlord will be exempt from this fee.

VI. METERING

VI-1 General

- A. All service connections except fire services shall be metered.
- B. All customer service connections and meters installed by the ZBPW shall remain the property of the ZBPW.

- C. The ZBPW reserves the right to size such metering equipment.
- D. Meter costs are charged for initial installations to recover the first-time expense of the meter. Meters replaced due to normal wear and age are not charged to the customer.

VI-2 Meter Installations

- A. Meters shall be set horizontally in a clean, easily accessible, and suitable location and installed by a licensed plumber contracted by the customer.
- B. The ZBPW shall have no liability for the installation of the meter.
- C. Moreover, the customer shall be liable for and shall provide pipe connections, necessary fittings, and a suitable location for the meter where it will be protected from freezing and be easily assessable for reading.
- D. All meters shall register in cubic feet.
- E. The customer shall install suitable valves on both sides of the meter and as close to the meter location as practical. Such valves shall be designed to control the entire water supply from the service to prevent the drainage of the customer's system and permit removal of the meter.
- F. All meters shall be sealed at the time of installation. No seal shall be altered or broken except by the authorization of the ZBPW.
- G. Meters moved for the convenience of the customer are to be relocated at the customer's expense and in accordance with the procedures for the installation of a meter.
- H. All meter installations must be inspected and approved by the ZBPW before service may be provided.

VI-3 Sprinkling Service Installations

For residential customers desiring sprinkling service, the installation shall be made in one of the following manners:

1. The customer may install in accordance with this section a single meter of sufficient size to serve household use and a lawn sprinkling system. The minimum monthly charge will apply to the particular size meter installed.
2. The customer may install in accordance with this section two separate meters. Each meter will be billed separately and the minimum monthly charge will apply to the particular sized meter installed.

VI-4 Meter Calibration Request

Upon customer request and subject to applicable fees, the ZBPW may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus 5%. Inaccurate meters will be repaired or replaced.

VI-5 Damaged Meters

The customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. The ZBPW will repair or replace any meter so damaged, and the cost shall be billed to the customer.

VI-6 Non-Transmitting Meter Provision

- A. Residential customers with a meter size service of 2" or less have the option to choose a non-transmitting meter. In order for a customer to participate in this "Non-Transmitting Meter Provision", the customer must have a meter accessible to ZBPW employees and the customer shall have zero instances of unauthorized use, theft, fraud and/or threats of violence toward ZBPW employees.

- B. There will be a one-time upfront charge per meter to cover the cost of meter change out and billing record changes required. There will also be a monthly charge per meter.
- C. Fees and charges associated with this provision shall be assessed in accordance with the attached ZBPW Electric Service Fees and Charges Schedule

VII. SERVICES

VII-1 Domestic Water Service

The customer shall be responsible to pay for all labor and material required for the installation of the service pipe from the main to the customer's water meter location.

1. Service pipe shall be of a size suitable for conducting the amount of water likely to be required without excessive friction loss, but not less than the carrying capacity of one inch (1") for residential customers and one and one-half (1 ½") for other customers.
2. Each service shall consist of a corporation stop necessary, type K copper tubing, and curb stop complete with a service box.
3. The ZBPW shall designate the point at which a customer's service pipe may be connected to the main.
4. The minimum earth cover for all service pipes, stops, and valves shall be five feet six inches (5' 6").
5. The installation of all water service facilities shall be done under the direction and subject to the approval of the ZBPW.
6. Only ZBPW duly authorized persons will be permitted to install a corporation stop.

VII-2 Number of Services in Separate Premises

Separate premises, under single control or management, will be supplied through individual service connections unless the ZBPW authorized otherwise. Separate supply for the same customer at points of consumption will be separately metered and billed.

VII-3 Service to Multiple Units

Separate houses, buildings, living or business establishments on the same premises, under single control or management, may be served at the option of the applicant and subject to ZBPW approval by either of the following methods provided the service piping from the main to the premises is of adequate size to supply the demand of the method selected:

1. Through separate connections to each unit provided the pipeline system from each service is independent of the others and is not interconnected.
2. Through a single service connection to the entire premises on which a single minimum charge will apply. The responsibility of payment for all water furnished to the combined units supplied through a single service connection must be assumed by the applicant.
3. The ZBPW may require more than one meter. In such cases, a minimum charge will apply to each meter.
4. Building piping or multi-metering will be permitted, and the installations shall be so arranged as to permit the installation of the ZBPW meters adjacent to each other.

VII-4 Application for Service

- A. **Request for new or existing services:** Requests for new or existing services are taken at the ZBPW offices, 350 Washington Ave, Zeeland, MI 49464, or by calling (616)-772-6212 during normal business hours.
- B. **Residential Service Applications:** To establish a service account the ZBPW in addition to the location of the service and desired start date, customers are required to provide acceptable elements of positive identification. These elements include but may not be limited to the Name on the account; address of service, telephone number, Social Security Number; date of birth, employer; second adult at the location along with their Social Security Number and date of birth.
- C. **Commercial Service Applications:** To establish a commercial service account the ZBPW requires the following business information: legal business name and Tax ID number; type of business; tax status; telephone number, email address; contact name; owner or business agent name; mailing address if different from service address.

VII-5 Temporary Water Service

- A. Temporary water service is available to contractors and others for construction activities, sewer flushing, and bulk tanker fill, etc., via water hydrant.
- B. All requests to use any hydrant in the Zeeland BPW water distribution system requires a “Hydrant Meter/RPZ Permit” (see Attachments) to be filled out completely before use of a hydrant is permitted.
- C. The charge for such service shall be defined in the attached “Water Utility Schedule of Fees and Charges”.

VII-6 Turn On/Off and Reconnect Fee

- A. A ZBPW fee for turning water service on/off for vacationing, sprinkling, seasonal use or for repair will be assessed at the time of turn on, See attached “Water Utility Schedule of Fees and Charges”.
- B. Any customer who has service shut off for non-payment must pay, in advance of turning on a “reconnect” fee as defined in the attached ZBPW Water Utility Schedule of Fees and Charges.

VII-7 Fire Service

- A. The ZBPW will provide water service for the sole purpose of providing direct fire protection. This service may include but is not limited to:
 - Public fire hydrants
 - Private fire hydrants
 - Connection to fire sprinkler systems.
- B. The ZBPW owns and maintains all public hydrants and all fire services up to the ZBPW shut-off valve.
- C. The ZBPW will assess a monthly “Fire Protection Charge” on fire services 4” and above.

VIII. RELOCATION OF ZBPW FACILITIES

- A. At the request of a customer or developer, or as required due to a conflict, or to meet ZBPW standards, the ZBPW will relocate or remove its water piping facilities provided:
 - The relocation or removal is feasible and meets ZBPW standards.
 - The customer or developer obtains approval from all customers directly impacted by the proposed relocation.
 - The relocation or removal does not degrade water reliability.

- All governmental approvals, permits and easements are obtained.
- B. The cost of relocating any and all ZBPW facilities shall be borne by the party requesting relocation. A non-refundable “contribution in aid of construction” shall reimburse the ZBPW for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs and flowers, etc., and any right of way costs, plus the cost of any necessary modifications to the ZBPW water distribution system affected by the relocation or removal. Where relocation or removal of water facilities is necessary to serve new or additional demand, the ZBPW may elect to offset all or a portion of these relocation or removal costs.

IX. WATER SYSTEM EXTENSIONS

IX-1 Ownership

The ZBPW shall provide, own, maintain and specify all of its distribution facilities including location, except as expressly provided by agreement between the ZBPW and a governmental entity. No ownership rights to ZBPW facilities shall pass to any owner(s), developer(s), or customer(s) by reason of any contribution required herein.

IX-2 Availability of Distribution System Extension

The ZBPW shall in its sole discretion determine whether or not any particular water distribution extension shall be made, regardless of intended use, and establish any special conditions or requirements that may apply, including but not limited to entering into an agreement with a developer, property owner(s) or governmental entity.

Water distribution system extensions are generally available throughout the ZBPW service area. Water distribution system extensions may also be made available outside the existing water service area to serve individual customers. Such extensions shall be installed at the ZBPW’s discretion, and only following approval of the local governing entity.

IX-3 Contribution in Aid of Construction for System Extensions

The owner(s), developer(s), governmental entity(s) or customer shall be required to make a contribution in aid of construction to the ZBPW to cover the cost of the water distribution extension prior to construction, except as otherwise provided by agreement between the ZBPW and the governmental entity, owner, developer or customer.

The contribution in aid of construction to the ZBPW shall be either:

- A. **Supplied by the ZBPW - At cost** The customer will provide a deposit based on the ZBPW estimated cost to construct the water distribution extension. Reconciliation (refund or invoice) between deposit and actual cost will be made upon project completion.
- B. **Supplied and paid for by the customer and transferred to the ZBPW** The customer, in accordance with ZBPW specifications, and direction shall complete construction of the distribution system extension, and upon completion, transfer ownership of the asset to the ZBPW.

IX-4 Adequate Pressure and Flow Capacity

The ZBPW shall not make water distribution extensions unless adequate pressure and flow capacity is available at the location of the water distribution system extension as determined by the ZBPW. Variances from ZBPW flow and pressure capacity requirements may be granted in writing by the ZBPW and where applicable, the governing entity.

Where water distribution system reinforcement is required to provide adequate pressure and flow capacity at the location of a distribution system extension, the customer, governmental entity or other benefiting parties may be required to bear the cost of such water distribution system reinforcement.

IX-5 Permits

All permits will be obtained by the ZBPW or its agent.

IX-6 Staking Requirements

The customer shall provide all staking as required by the ZBPW for the installation of a water distribution system extension.

IX-7 Fire Hydrants

Water distribution system extensions shall include fire hydrant coverage as determined by the ZBPW and governmental entity.

IX-8 Extensions and Main Oversizing

In cases where the ZBPW has determined that a distribution extension and/or oversizing of the water main is needed for its own purposes, the ZBPW shall be responsible for the cost of such actions.

The ZBPW reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of the contract, amount of “contribution in aid of construction”, deposits, minimum bills, or other service conditions with respect to the customers or prospective customers whose load requirements exceed the capacity of the available ZBPW facilities and resources.

IX-9 Easements and Tree Removal

Where the ZBPW has agreed to provide a water distribution extension in an easement and prior to such construction, the owner(s), developer(s) or customer shall be required to furnish, at no expense to the ZBPW, recordable easements in the form satisfactory to the ZBPW. The owner, developer or customer shall also, in a form satisfactory to the ZBPW grant the ZBPW permission to trim and remove trees as necessary to protect the integrity of its distribution system and the safety and welfare of its employees and the public.

IX-10 Economic Development Offsets

Where the ZBPW determines that the distribution system extension will promote development that provides substantial and sustainable economic benefits to its customers, or the Zeeland area, the ZBPW will consider an offset to its fees and charges and/or an economic incentive subject to its availability.

IX-11 Construction Timing of Distribution Extensions

The ZBPW will, based on availability of work crews and material, system demand, and subject to approvals of the appropriate regulatory agencies, utilize its best efforts in providing any distribution extension to meet a mutually agreed upon date.

X. CROSS-CONNECTION

X-1 General

To promote and protect the public health, safety, and welfare of the ZBPW public potable water supply from the possibility of contamination or pollution which could occur from backflow or back-siphon into the public water system, the ZBPW has established a program for the prevention and elimination of cross-connections.

Any user of water from the ZBPW water supply system shall comply with the **ZBPW Cross Connection Control Program**, which is available by contacting the ZBPW’s office at 350 E. Washington Ave, Zeeland, MI 49464 or on the ZBPW’s website at www.zeelandbpw.com

X-2 Compliance

The customer must comply with the Zeeland Board of Public Works Cross Connection Control Program. Failure to do so may result in termination of water service.

XI. WATER SERVICE FEES & CHARGES SCHEDULE

CHARGE DESCRIPTION	CHARGE	WHEN APPLIED
INDIVIDUAL SERVICE	<u>Meter Cost:</u> <u>Size:</u> 5/8" \$ 5,337.00 3/4" \$ 8,005.00 1" \$ 13,342.00 1 1/2" \$ 26,684.00 2" \$ 42,694.00 3" \$ 80,052.00 4" \$ 133,419.00 6" \$ 266,839.00 8" \$ 426,942.00 10" \$ 613,729.00	At the time of connection.
SUBDIVISION/DEVELOPMENT SERVICE	<u>Meter Cost:</u> <u>Size:</u> 5/8" \$ 2,337.00 3/4" \$ 3,836.00 1" \$ 6,393.00 1 1/2" \$ 12,786.00 2" \$ 20,457.00 3" \$ 38,357.00 4" \$ 63,928.00 6" \$ 127,857.00 8" \$ 204,571.00 10" \$ 294,070.00	At the time of connection.
METER COST	<u>Meter Cost:</u> <u>Size:</u> 5/8" \$ 384.00 3/4" \$ 492.00 1" \$ 557.00 1 1/2" \$1,710.00 2" \$1,944.00 3" \$2,578.00 4" \$4,445.00 6" \$6,008.00	For addition meters or replacements of damaged meter(s).
RELOCATIONS, DAMAGES, ETC.	At Cost	Requested relocations and/or damages
RECONNECTION FEE	\$ 75.00	For Non Payment during normal working hours.
	\$150.00	For Non Payment outside of normal working hours.
	\$150.00	For each occurrence of meter tampering
NON- SUFFICIENT FUNDS CHARGE (NSF)	\$30.00	Each occurrence

XI. WATER SERVICE FEES & CHARGES SCHEDULE (cont.)

CHARGE DESCRIPTION	CHARGE	WHEN APPLIED
NON-TRANSMITTING METER PROVISION	\$75.00 setup and \$10.00 /month	Residential service customers have the option to choose a non-transmitting meter. Monthly charge may be waived in circumstances where this provision is being applied to both electric and water meters at the same location.
SECURITY DEPOSIT - RESIDENTIAL	\$25.00	For each rental unit account without landlord affidavit of billing responsibility and lease copy.
	\$50.00	For each rental unit account with a landlord affidavit of billing responsibility and lease copy.
	\$25.00	For each residential customer following each reconnect occurrence for non- payment.
SECURITY DEPOSIT – COMMERCIAL/INDUSTRIAL	Two times the average monthly billing	ZBPW <u>may</u> require a security deposit for Commercial and Industrial Accounts
SERVICE TRANSFER FEE	\$10.00	Applied to all new accounts, assessed at first billing.
TEMPORARY SERVICE FEE	\$75.00	For each service installation
HYDRANT METER/RPZ PERMIT FEE	\$100.00 (up to 15,000 gallons) Current commodity rate over 15,000 gal.	Swimming Pools & One-time use charges.
HYDRANT METER PERMIT FEE	\$75.00 /month	Monthly Fee (1 day to 31 days) 32 days = 2 Months Fee
CREDIT CARD PROCESSING FEE NOTE: fees associated with credit card processing are charges from ZBPW contractor providing processing service.	payments between \$01-\$50.00 \$2.00 payments between \$50.01-\$100.00 \$2.95 each additional \$100-\$1000 \$2.00 additional each additional \$1000 \$25.00 additional payments between \$0.01 and \$300.00 \$3.95	For each occurrence where the customer pays their bill with a credit card. Payments requiring assistance by ZBPW staff For each occurrence where the customer pays their bill with a credit card. Online Payments through ZBPW Website.

