

Rules and Regulations For Electric Service

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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) electric rate schedules hereby agrees to abide by all of the Zeeland Board of Public Works Rules and Regulations for Electric 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 which 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 electric service to any customer for any breach of the ZBPW's Policy, Rules and Regulations, Procedures or in accordance with law. The customer must pay a reconnection fee as stated in Section VII-5 to cover the costs of restoring electric service that has been discontinued for any breach of the ZBPW Policies, Rules and Regulations, Procedures or in accordance with 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. Electric 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 Michigan Sales Tax

Bills for utility service are subject to Michigan State Sales Tax. Customers may file a request for exemption from the application of sales tax in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury.

I-4 Refusal of Service

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

I-5 Transfer of Delinquent Account Balance

In the case of a tenant having 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:

Residential rates are predicated upon the ZBPW not being required to provide more than one service to a residential building or structure. The ZBPW shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

II-2 Resale:

Resale of electrical energy is not permitted. The renting of premises where the cost of electricity is included in the rental agreement is not considered a resale of service.

II-3 Choice of Rate:

In some cases, the customer may be eligible to take electric service under any one of two or more rates. Upon request, the ZBPW will assist the customer in the selection of the rate based upon the best available information, but the responsibility for the selection of an appropriate rate shall be the sole responsibility of the customer.

After a customer has selected a rate, the customer may not change from that rate to another rate until at least twelve (12) months have elapsed. The customer shall not evade this rule by temporarily terminating service. The ZBPW may waive the provisions of this paragraph where it appears that a change of the rate is necessary for permanent rather than temporary or seasonal advantage. The intent of this rule is to prevent frequent changes from rate to rate.

The ZBPW shall not be responsible to refund the difference in charges between different Rates applicable to the same class of service.

II-4 Combined Residence and Business

Where a residence and a business service (IE: home office) are combined in a single premises, service will be furnished at the residential rate provided that the prevalent requirement is for residential purposes.

III. USE OF SERVICE

III-1 General

Electricity is supplied to a customer for the 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 upon the premises of any electric customer at any time during normal business hours to install, read, inspect, repair or remove its meters and other property, or to conduct the normal business of the utility.

III-3 Customer Responsibility

The customer is responsible for ensuring that their wiring and equipment meet all requirements of the National Electrical Code. The ZBPW may deny or terminate service to any customer whose wiring or equipment constitute a hazard to ZBPW employees, equipment or its service to others.

The customer shall install and maintain the necessary devices to protect their equipment against service interruptions, phase loss, variations in voltage and other disturbances in the ZBPW electric transmission and distribution system as well as necessary devices to protect ZBPW system equipment against overload caused by the customer's equipment.

The ZBPW disclaims any responsibility to inspect a customer's wiring or equipment and shall not be held liable for damages or injuries resulting from a customer's hazardous conditions.

III-4 Power Quality

The customer shall use the service as not to cause interference, affect voltage, affect frequency, add harmonics, otherwise cause other disturbances to the ZBPW's system or another customer's service. If the ZBPW notifies a customer of such a condition, the customer shall discontinue operation of equipment causing such condition until correction has been made. If the customer does not remedy the conditions within the ZBPW requested timeframe, the ZBPW may discontinue service until the customer has remedied the situation and has paid the costs associated with subsequent investigations and reconnections.

The customer will be charged all costs associated with alterations to the ZBPW system required to continue proper operation of the ZBPW system in conjunction with the customer's equipment.

III-5 Tampering

The ZBPW may discontinue service and seek criminal charges, if it is determined that the meter or wiring on a customer's premises has been tampered with or altered in any manner to steal electricity. 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 a 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

"Service Charges" or charges related to "Billing Demand" and applicable ratchet provisions. Please refer to the attached Schedule of Fees and Charges for applicable charges.

III-7 Power Factor

When the power factor during the period of maximum use in a billing month is less than eighty (80%) lagging, the ZBPW reserves the right to increase the capacity charge for such billing month in the ratio that eighty (80%) percent bears to such power factor. The ZBPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.

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 Shut off 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 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 where a disconnection notice is provided to a customer who is a tenant, and the status of a customer as tenant is known, then 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:
1. The customer has not paid a delinquent account that occurred within the last six years. Notice may be sent when account is more than 30 days past due.
 2. The customer has failed to provide a deposit or guarantee as required.
 3. The customer has engaged in unauthorized use of the utility's service.
 4. The customer has failed to comply with the terms and conditions of a Special Payment Agreement or a winter protection plan.
 5. 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.
 6. The customer misrepresented his or her identity for the purpose of obtaining service or put service in another person's name without permission of the other person.
 7. The customer has violated any policies of the ZBPW so as to adversely affect the safety of the customer or other persons or the integrity of the system.
 8. 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.
 9. 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:
 - i. 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.
 - ii. The customer supplies a written, notarized statement that the premise is unoccupied.
 - iii. The premise is occupied and the occupant agrees, in writing, to the shut off of service.
 - iv. 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 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. Electric service will be disconnected if the bill remains unpaid after one working day from placement of 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 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 address and phone number where 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 of 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 has the right to enter into a Special Payment Agreement (See Section V-6) for an amount that is not in dispute and customer is presently unable to pay in full.
 5. The ZBPW telephone number and address where the customer may make inquiry, enter into a payment plan, or file a complaint.
 6. The minimum amount to be paid to avoid disconnection and 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. The DHHS phone number 616-394-7200 for energy 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 shutoff and contain the address and phone number where the customer can make arrangements to have service restored. If shutoff is completed remotely a notice may be left at the premises.
 - 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.
 - g) If service is to be shutoff using meters with remote shutoff and restoration ability, any notices shall state that disconnection and reconnection will be done remotely and no employee will return to the premises.

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 Restrictions

- a) 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 a residential customer. (See III-9 Section 8). 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 customer to enter into a payment plan.
 3. If the temperature forecast after 8:00am 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

- a) 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 voice mail..
 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 a residential e customer during the heating season for nonpayment of a delinquent account. Following a heating season an eligible senior citizen customer may enter into a payment plan. If an arrearage exists at the time an eligible customer applies for this protection from shut off , 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) Outside of the heating season, if an eligible customer fails to comply with the terms and conditions of 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 of the following information:

1. That the customer has defaulted on a payment plan 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 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 shutoff for nonpayment of a delinquent account.

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

- a) 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 time 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 April 15.
- 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) "Electric Service Limiter" means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the ZBPW when a utility imposed peak usage limit is exceeded. ***Electric service limiters will not be used at the ZBPW.***
- d) These Policies shall be part of the terms and conditions of the contract for service between the ZBPW and the customer.

III-9 Section 9 – Death or Serious Injury Notice

- a) The ZBPW shall notify the MPSC of any shutoff of service that results in death or serious injury. They will supply to the MPSC any relevant information regarding the death or serious injury, including, but not limited to, the procedures followed during shutoff.

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 termination provided in the notice without further notification.

IV. SERVICE CONDITIONS

IV-1 Character & Continuity of Service

The ZBPW supplies 60 Hertz current throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The ZBPW shall not be liable for customer's losses or damages due to service interruptions, phase failure or reversal, or variations in service characteristics, or the use of the ZBPW equipment and facilities on a customer's premises, or other conditions and causes beyond the ZBPW control.

Notwithstanding any other provision in these rules, the ZBPW may interrupt, curtail or suspend electric service to all or some of its customers with or without notice, for inspection, repair, maintenance, alteration or change on the customer's premises or elsewhere, and shall have no duty, obligation, or responsibility, for or by such interruption or suspension of service, or any damage or loss resulting therefrom.

IV-2 Description of Service

Available Voltage

1. Single phase 120/240 volt, three wire service is available for lighting and miscellaneous requirements. At the ZBPW's option single phase 120/208 volt three wire service may be made available.
2. Combined lighting and power service at 120/208 volt, three phase, four wire; 120/240 volt, three phase, four wire; or 277/480 volt, three phase, four wire may be made available at the ZBPW's option.
3. Three phase power service at 240 volts, three wire, or 480 volts, three wire, maybe made available for customers desiring a separate power service. The ZBPW is not required to provide more than one lighting and one power service or one combined lighting and power service to a customer's premises. In cases where the ZBPW permits an additional service, the customer shall pay the cost of providing this additional requirement.
4. If a customer requires a three phase voltage different from the established in the area, it may be furnished at the ZBPW's option. In such cases, the customer shall pay all extra costs involved. In such cases where there is more than one established voltage in an area, the ZBPW shall determine which voltage will be furnished and any applicable costs.
5. Primary Voltage service is also available. Service shall be provided at 12.47kV (phase to phase), three phase, four wire. All equipment necessary for the customer's equipment, the control of electricity and utilization of service by the customer shall be ZBPW approved and shall be located on the customer's side of the point of delivery and shall be furnished, installed, and maintained by the customer. Point of delivery shall be at the customer's electrical connection with the ZBPW's metering equipment.

IV-3 Tree Trimming

The ZBPW shall have the right, privilege and authority to trim trees, overhanging branches, hedges, shrubs, or other obstructions which might endanger the safety or interfere with construction, operation and maintenance of any cross-arms, wires, conductors, insulators, or other electrical fixtures, devices, or apparatus of the ZBPW. By acceptance of electric service from the ZBPW, each electric customer shall be deemed to have granted such right.

V. RESPONSIBILITY FOR PAYMENT OF BILLS:

V-1 General

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

V-2 Estimated Consumption

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. If for any reason all consumption used cannot be registered accurately, the unmetered portion shall be estimated by the ZBPW on the basis of prior consumption or operating characteristics of the facility and equipment.

V-3 Billing Errors

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.

- In cases in which a customer is overcharged, corrected billings will not be rendered for periods in excess of three (3) years from the date the error is discovered.
- 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 undercharge amount.

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

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.

Customers may request a late charge waiver under extenuating circumstances.

V-6 Special Payment Agreement:

Any customer prior to shut off, including those that are either not eligible for or are eligible but chooses not to participate in a "Winter Protection Plan (III-8 Section 9) 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:

- The customer will make regular payments in amounts acceptable to the ZBPW for all charges of the customer until all outstanding charges are paid in full; and
- 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
- The late charges shall be assessed during the deferment period on any applicable utility charges.

See attached "Special Payment Agreement" form.

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 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 dispute 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 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 resolving the dispute. The decision shall be final and binding on the ZBPW and customer.

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

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).

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.

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.

The ZBPW may require an account security deposit up to two month's billing for commercial or industrial accounts.

An additional standard deposit will be required for properties in Holland and Zeeland Townships which elect to exempt properties from the potential utility non-payment lien through the Notice of Lease provisions in the Township's utility lien ordinances.

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

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 electric 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 electric 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 electric 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 electric charges in accordance with the provisions of the Zeeland City Charter.

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 electric service provided by the ZBPW shall lease such premises to a tenant who agrees to be responsible for the payment of the charges for electric 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 and/or other rental regulations for the affected premises, then the charges for electric 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 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

All energy sold to customers will be measured by commercially acceptable measuring devices owned and maintained by the ZBPW. In locations where it is impractical to meter, such as street lighting or some temporary special installations, consumption will be calculated.

VI-2 Installation/Ownership

The customer shall be responsible to install, and maintain a metering socket(s) for single or duplex residential unit(s). Metering sockets will be owned and provided by the ZBPW at no charge.

Larger commercial and/or industrial customers may require transformer rated metering cabinets. In that case, regardless of who supplies, the ZBPW will own and maintain the self-contained meters, potential and current transformers, and the cabinet.

All customers shall furnish, install, own, and maintain all other service equipment, wiring, and conduit from the weather-head of an overhead connection or from the point of service of an underground service connection.

VI-3 Equipment Location

The customer shall provide at no expense to the ZBPW, a space/enclosure suitable to the ZBPW for the installation of necessary metering equipment. The customer shall also furnish the space and the provisions for mounting current and potential transformers to meet ZBPW requirements.

The ZBPW requires that all electric metering devices be accessible for inspection and maintenance at any time. As such, all metering equipment shall be located outdoors unless otherwise approved by the ZBPW.

The ZBPW must approve the installation of metering equipment indoors when there is no suitable outdoor location. Indoor locations shall remain accessible to the ZBPW at any time and must be kept free of obstructions.

All metering locations shall meet the clearance requirements specified in the National Electric Code.

Meter sockets, meter connection boxes, and instrument transformers shall not be used as junction boxes for supplying the customer's branch circuits or grounding conductor termination. No wiring other than service entrance and bonding conductors shall run through this equipment.

The height of a single line meter panel shall not be less than four feet nor more than five and one-half feet above finished grade or floor level.

When using stacked multiple meter socket panels, the lowest meter shall not be less than two feet from the floor for indoor locations. For outdoor locations, the installed meter centerlines shall be a minimum of thirty inches from finished grade and a maximum of seventy-two inches from finished grade, and shall be limited to a maximum four meter stack.

VI-4 Multiple Occupancy Buildings

The metering equipment for multiple occupancy buildings, where several floors, apartments, stores, etc. are rented separately, should be grouped in a common meter room, public hallway, or any other ZBPW approved location where they will be accessible at all times to ZBPW authorized personal. Metering in multiple occupancy buildings shall be plainly marked with metal tag or neat lettering identifying the portion of the building served. Such identification is the responsibility of the owner.

VI-5 Meter Calibration Request

Upon customer request (no more than once per year) and subject to applicable fees, the ZBPW may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus 2%. Inaccurate meters will be repaired or replaced.

VI-6 Damaged Meters

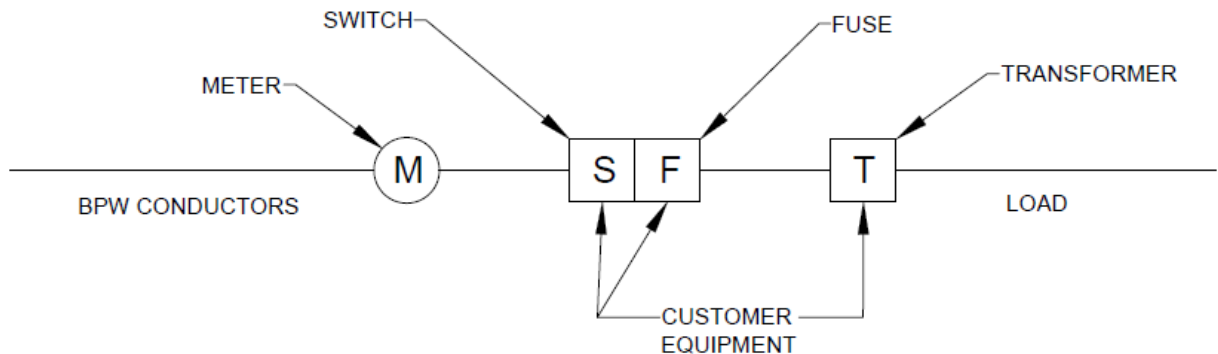
The customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. The ZBPW will repair or replace any meter so damaged, and the cost shall be billed to the customer.

VI-7 Primary Metering Guidelines

For customers that would prefer to take advantage of owning their own transformer and being serviced at primary voltage, a primary metering cabinet can be installed. Such installations must be done in accordance with ZBPW guidelines as follows.

1. Board of Public Works
 - A. Will furnish, install and maintain the primary service and metering equipment in accordance with the applicable rates and extension policies. "Primary service" is defined as the utility's overhead drop or underground lateral conductors from the last pole, switchgear or other BPW structure to the service point located as close as possible to the customers property line.
 - B. Will make the final connection of the customer termination to BPW equipment.
2. The Customer
 - A. Installs and owns cables on load side up to Primary metering terminals. A two hole NEMA standard lug shall be provided for each conductor including the neutral bus. Primary metering may be pad mounted or on a riser pole (as specified by the BPW).
 - B. Shall make application to the BPW for the proposed primary service and obtain approval of the location, equipment, and design before starting installation of the service entrance.
 - C. Will submit a plan view drawing of the installation and shop drawings of switchgear to the BPW for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense for the customer and the BPW.
 - D. Service entrance equipment located at the service point shall include a three-phase, gang-operated load break disconnection means and overcurrent protection. The disconnect shall be located to provide a visible open and operating capabilities to both the customer and the BPW.
 - E. Any exceptions to the above requirements must be approved by the BPW.

Primary Metering Service Details



VI-8 Non-Transmitting Meter Provision

Customers served on a Residential Service Rate 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.

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.

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 General

The conductors between the customer's main disconnecting device and the termination of the ZBPW's service conductors shall be furnished, installed and maintained by the customer in accordance with the National Electric Code or applicable local codes and shall conform to the ZBPW's specifications.

The service location shall be specified by the ZBPW and shall be located such that the ZBPW service facilities meet or exceed all clearance requirements of the National Electrical Code, National Safety Code and other applicable law, regulations and local codes.

Service shall not be provided to a service location through an existing structure.

Should it become necessary for any cause beyond the ZBPW's control to change the service location, the entire cost of any changes in the customer's service shall be the responsibility of the customer.

Any poles, wires and other equipment required beyond the customer's meter shall be furnished, installed and maintained by the customer.

The ZBPW will maintain and repair only those service conductors owned by the ZBPW.

VII-2 Application for Service

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. See attached "APPLICATION FOR ELECTRIC SERVICE."

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: Name on account; address of service, telephone number, Social Security Number; date of birth, employer; second adult at location along with their Social Security Number and date of birth.

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-3 Temporary Services

The ZBPW will provide temporary general secondary electric service for construction jobs, shows, events and other non-reoccurring purposes. Temporary service cannot be used as a permanent service. In such instances the customer shall pay the charge(s) for electric usage as defined in the ZBPW Service and Fee Schedule attached. The ZBPW may also require a deposit sufficient to cover the estimated cost of service under this provision. A Temporary Service Charge (defined in the attached "ZBPW Service Fee Schedule") shall also be charged.

The customer shall furnish a suitable support for the metering and be required to make a nonrefundable contribution in aid of construction with the ZBPW in an amount to cover the cost of connecting and disconnecting these temporary facilities. Meters shall be installed by the ZBPW.

VII-4 Overhead Service Attachment

Where suitable service is available, the ZBPW will own and maintain overhead service from its distribution lines to the nearest suitable point of attachment on the customer's buildings or other structures as designated by the ZBPW.

Where a customer requests a point of attachment other than that specified by the ZBPW, then the customer shall be responsible to pay the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested.

Fees and charges associated with new services shall be assessed in accordance with the attached ZBPW Electric Service Fees and Charges Schedule.

VII-5 Reconnection Fees

Any customer who has service disconnected for non-payment and can be reconnected at the meter must pay, in advance a reconnect fee as defined in the attached ZBPW Electric Service Fees and Charges Schedule.

VII-6 Line Extension Policy

Objective: In the event that upgrading, construction, or extension of facilities is required to provide service to the Applicant, the Zeeland Board of Public Works will furnish the facilities required, but not to exceed a cost greater than the allowable construction credit established for the service classification being applied for, unless the Applicant makes an in-aid-to-construction contribution.

The estimated construction investment shall include the costs of materials, equipment, engineering, and labor, including administration overheads, fringe benefits, and the costs of service transformers and metering equipment, needed to complete the construction to the service point for the Applicant. Charges for service conductor and installation as well as the connection fee (if applicable) shall be separately assessed. The estimated construction investment will include only the non-betterment costs of the construction required to provide service to the Applicant. A non-betterment cost excludes the costs of replacement or addition of facilities solely for the benefit and at the election of the Zeeland Board of Public Works.

Where the estimated construction investment exceeds the established allowable construction credit, the Zeeland Board of Public Works will receive from the Applicant an "In-Aid-To-Construction" contribution. The in-aid-to-construction contribution will be determined as the monetary difference of the non-betterment portion of the estimated construction investment less the allowable construction credit established by this policy.

The allowable construction credits established by this policy are as follows:

1. The service furnished to a customer of the Zeeland Board of Public Works is subject to the following maximum contributions to serve the load. Cost in excess of the amounts listed below are subject to an in-aid-to-construction contribution.

Rate Class	Maximum Utility Investment per Customer	Key
Residential	\$ 2,021	Res
Residential Development	1,527	Res
General Secondary (B)	0.132	Per Annual kWh
General Secondary (C)	23.46	Per Annual kW
C&I Primary (D)	11.01	Per Annual kW
Commercial Charging Secondary Service	13.99	Per Annual kW
Commercial Charging Primary	11.67	Per Annual kW
Economic Development Rider		
General Secondary (C)	20.87	Per Annual kW
C&I Primary (D)	9.85	Per Annual kW

2. Customers who make connections under this policy are required to sign a five-year contract with the Zeeland Board of Public Works for service under the proposed rate. Customers are not allowed to change rates during the five-year period without prior approval of the Zeeland Board of Public Works. The Zeeland Board of Public Works may assess a charge equal to the difference between the amount of time serviced under the rate and the remaining time on the five-year contract:

For Example: If the initial cost of connection was \$10,000 and customer(s) disconnect(s) after four years, the following charge will be assessed: $\frac{1}{5}$ times 10,000 = \$2,000 charge to the customer.

3. Customers with an existing service who are requesting an upgrade of the facilities to serve additional load, the Zeeland Board of Public Works will contribute the following amounts based on the additional (new) load.

(Amount times the estimated annual usage of new load)

Rate Class	Utility	
	Investment	Basis
Residential	\$ 0.2267	Per Annual kWh
Residential Development	0.1713	Per Annual kWh
General Secondary (B)	0.1315	Per Annual kWh
General Secondary (C)	23.46	Per Annual kW
C&I Primary (D)	11.01	Per Annual kW
Commercial Charging Secondary Serv	13.99	Per Annual kW
Commrcial Charging Primary	11.67	Per Annual kW
Economic Development Rider		
General Secondary (C)	20.87	Per Annual kW
C&I Primary (D)	9.85	Per Annual kW

A development period of five (5) years will apply to all extensions which require an in-aid-to-construction contribution. This five-year development period will commence with the date service is first supplied to the Applicant.

Responsibility:

A. The General Manager shall be responsible for administration of this policy for Zeeland Board of Public Works investment below \$100,000. Zeeland Board of Public Works investments exceeding \$100,000 shall require approval of the Board of Commissioners.

B. The Board of Commissioners of the Zeeland Board of Public Works shall be

responsible for the periodic review of this program to determine if the policy continues to meet the objectives of the City of Zeeland.

VIII. RELOCATION OF ZBPW FACILITIES:

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 electric and associated 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 electric reliability.
- All governmental approvals, permits and easements are obtained.

The cost of relocating any and all ZBPW facilities on easements or public rights-of-way 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 electric distribution system affected by the relocation or removal. Where relocation or removal of electric facilities is necessary to serve new or additional load, the ZBPW may elect to offset all or a portion of these relocation or removal costs.

IX. DISTRIBUTION SYSTEM EXTENSIONS:

IX-1 General

The ZBPW will install, own, provide and maintain the electric lines and equipment up to the point of connection with the customer. The ZBPW will specify all of its distribution facilities including

location, except as expressly provided herein. No ownership rights to ZBPW facilities shall pass to any owner(s), developer(s), or customer(s) by reason of any contribution required hereunder.

IX-2 Overhead Extensions-Residential

- A. The ZBPW will install, own and maintain all electric lines and equipment up to the weather head of the building.
- B. The customer shall install, own and maintain the secondary service from the weather head through the electric meter and all internal residential wiring.
- C. The customer or their representative shall provide all needed easements for any distribution extension. Moreover, they must also provide specifications on electric loads, site plans, and other information needed to properly install service.
- D. The owner(s), developer(s) or customer shall be required to pay any applicable non-refundable contribution in aid of construction new service fee(s) as defined in Section VII-6 (Line Extension Policy)
- E. The ZBPW reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of 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-3 Overhead Extensions-Commercial & Industrial

- A. The ZBPW will install, own and maintain the electric lines and equipment up to the point of connection.
- B. The customer shall install, own and maintain electric lines and equipment from the point of connection through the wiring of their facility.
- C. The customer or their representative shall provide all needed easements for any distribution extension. Moreover, they must also provide specifications on electric loads, site plans, and other information needed to properly install service.
- D. The owner(s), developer(s) or customer shall be required to pay any applicable non-refundable contribution in aid of construction new service fee(s) as defined in the attached ZBPW Service Fee Schedule. In addition, where the anticipated present value of net revenues over the first five years are less than required by the cost of the distribution extension, the applicant shall make a non-refundable contribution in aid of construction equal to the difference. The ZBPW may elect to review the actual installation costs and the Customer's utility account at the end of five years and make adjustments as necessary.
- E. The ZBPW reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of 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-4 Underground Extensions -Residential

- A. The ZBPW will install, own and maintain the electric lines and equipment up to and including the pedestals. The ZBPW will locate underground lines in dedicated right-of-ways or acceptable easements.
- B. The customer shall install, own and maintain electric lines and equipment from the pedestal (or transformer if a pedestal is not necessary) through the electric meter and all wiring beyond that point.
- C. The customer or their representative shall provide all needed easements for any distribution extension. Moreover, they must also provide specifications on electric loads, site plans, and other information needed to properly install service.
- D. The owner(s), developer(s) or customer shall be required to pay any applicable non-refundable contribution in aid of construction new service fee(s) as defined in Section VII-6 (Line Extension Policy).
- E. The ZBPW reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of 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-5 Underground Extensions - Commercial & Industrial

- A. The ZBPW will install, own and maintain the electric lines and equipment up to and including the transformer. If the customer chooses to own their transformer, the ZBPW will install, own and maintain electric lines and equipment up to and including a metering cabinet that is installed on the primary side of the transformer.
- B. The customer shall install, own and maintain secondary service conductors and equipment from the transformer serving their facility. If a customer owns this

transformer, they will install, own and maintain all conductors and equipment from the primary metering cabinet to their facility.

- C. The customer will provide acceptable easements. Moreover, they must also provide specifications on electric loads, site plans, and other information needed to properly install service.
- D. The owner(s), developer(s) or customer shall be required to pay any applicable non-refundable contribution in aid of construction new service fee(s) as defined in Section VII-6 (Line Extension Policy).
- E. The ZBPW reserves the right to make special contractual arrangements as to the provision of necessary service facilities, duration of 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-6 Economic Development Offsets

Where the ZBPW determines that the distribution system extension will promote development that provides substantial and sustainable economic benefit 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-7 Construction Timing of Distribution Extensions

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

IX-8 Street Lighting

The ZBPW may provide street lighting in areas serviced directly by its distribution system subject to the governing entity's approval and in accordance with ZBPW standards and rate schedules. The governing entity shall be required to preapprove any such installation, and related billing.

X. MOTORS:

Customers shall be responsible to protect a motor that cannot have its rotation safely reversed or that would be damaged by phase or voltage failure in all phases by phase reversal and phase failure relays and/or low voltage relays. These protective devices should be wired to automatically disconnect and prevent restarting of motors until the problem has been corrected and service restored to normal.

Conventional single phase motors may be connected to operate at 120 or 240 Volts subject to the following limitations:

Nominal Motor Size	Permissible Operating Voltage	Maximum Allowable Locked Rotor Current
½ hp or less	120 Volts	50 Amperes
½ hp to 3 hp	240 Volts	105 Amperes
Over 3 hp	240 Volts	To be connected only with the permission of the ZBPW

The ZBPW may restrict both the individual and combined horsepower and locked rotor current of three phase motors installed in a customer's facility. The ZBPW may require the customer to install reduced voltage starters, starting interlock systems, variable frequency drives, or other devices to reduce the locked rotor demands on the ZBPW electric distribution system. If the ZBPW determines that a larger sized transformer than what would normally be installed is required to supply the locked rotor currents, the customer shall be responsible for the added cost.

Customers planning the use of three phase motors should consult with the ZBPW for characteristics, adequacy and availability of service.

XI. PARALLEL POWER SOURCES: (Interconnection for Distribution and Renewable Energy Generators)

The following guidelines are provided to assure safety for ZBPW employees as well as to maintain reliable electric service to all Customers. These requirements include all customer systems 20 kW or less. Systems over 20 kW will be addressed by the ZBPW on an individual basis. All units over 10kW must be three phase units unless specifically exempted by the ZBPW.

These requirements apply to both existing and newly proposed installations.

- A. The Customer shall submit for ZBPW approval detailed electrical diagrams and equipment data, including interface & protection devices, and control systems of the Customer's power source. Application and Generator Interconnection Standards can be obtained by contacting the ZBPW Electric Operations Manager.
- B. The completed installation must meet all local, state and national codes and is subject to inspection and test by the ZBPW and local code enforcement authorities before initiation of parallel operation. Moreover, said installation may be periodically inspected by the ZBPW as needed.
- C. The Customer shall obtain approval from the ZBPW prior to making any revision to the Customer's power source, its control systems or interface between the Customer and ZBPW power system, following installation.
- D. The Customer's control and protection system must be acceptable to the ZBPW. The Customer's system shall provide for automatic separation from the ZBPW's distribution system in the event of a fault. The Customer's control system shall also provide for automatic paralleling with the ZBPW system when conditions are acceptable for parallel operation. Manual paralleling is not permitted without specific prior approval of the ZBPW. Under-frequency, over-frequency, under and over voltage control may also be required. The Customer shall be liable for any damage or injury associated with a failure of the Customer's protective scheme due to a lack of maintenance or Customer negligence.
- E. The Customer is required to install a disconnecting device with visible break suitable for use as a protective tag location so as to be accessible by ZBPW personnel or its agents and in reasonable close proximity to the billing meter. This device shall accept a ZBPW padlock and shall be located on the outside of all buildings. In no case will the Customer tamper with or attempt to bypass the disconnect switch with the ZBPW locked in the open position.
- F. In the event that parallel operation of the Customer's generating source causes interference or affects voltage, frequency or harmonic content of the ZBPW system or to another Customer's service, the Customer shall cease parallel operation until the condition has been corrected. In such cases, the Customer will be charged for all costs associated with any modification of ZBPW equipment required for proper operation of the Customer's generating equipment in parallel with the ZBPW system. The Customer will also be liable for costs of future changes due to safety or adverse effects on the ZBPW and/or other Customer's systems.

- G. If a Customer does not meet all aforementioned requirements, the ZBPW may require termination of parallel operation. In such event, failure to terminate parallel operation shall cause the ZBPW to interrupt electric service to the Customer.
- H. The Customer is required to sign a contract with the ZBPW before commencing parallel operations. In signing such contract, the Customer, shall among other things, accept liability for any damages or injuries caused by the Customer's parallel operation.
- I. ZBPW requirements do not address concerns such as: environmental permitting, local ordinances, or fuel supply. Nor does it address agreements that may be required with the ZBPW and/or transmission provider, or state or federal licensing, to market the "Project's" energy. A generator interconnection request does not constitute a request for transmission service.
- J. The ZBPW reserves the right to limit the size, and total system parallel generation capacity.

XII. NET METERING:

A customer that installs renewable energy generation connected to operate in parallel with the ZBPW electric system may be eligible to participate in the Net Metering Program. As a participant in the Net Metering Program the customer can receive a credit as specified in the "NET METERING SCHEDULE NM SERVICE RIDER" for energy supplied to the ZBPW system, in accordance with the Net Metering Program guidelines. Customers interested in participating in the ZBPW Net Metering Program should contact the Manager of Electric Operations at the Zeeland Board of Public Works for information.

XIII Electric Service Fee and Charges Schedule

Charge Description	When Applied	Charge
Single-Family Residential Service		
Overhead Distribution to Overhead Service	New Service when requested by Customer	\$200.00 connection fee plus wire over 100 feet and equipment charges*
Overhead Distribution to Underground Service	New Service when requested by Customer	\$200.00 connection fee & \$75.00 riser fee plus \$4.34 per trench foot or \$7.19 per boring foot*
Underground Distribution	New Service when requested by Customer	\$200.00 connection fee plus \$4.34 per trench foot or \$7.19 per boring foot*
Underground Distribution	Existing Service being switched from overhead to underground service	\$4.34 per trench foot or \$7.19 per boring foot
Mobile Home (within Mobile Home Park)	New Service when requested by Customer and within Mobile Home Park	\$200 Connection Fee – ZBPW installs wire to service point.*
Multi-Family Residential Service (2-4 units)		
	New Service - Developer furnishes and installs wire from meter(s) to service point.	\$50 per unit Connection Fee*
	New Service - ZBPW furnishes and installs wire from meter(s) to service point	\$50 per unit Connection Fee per unit plus 5.80 per trench foot or \$9.65 per boring foot.*

XIII Electric Service Fee and Charges Schedule

Charge Description	When Applied	Charge
Commercial/Industrial Service Overhead Distribution to Overhead Service Overhead Distribution to Underground Service	New Service Single Phase when requested by Customer	\$250 Connection Fee plus wire over 100 feet and equipment charges.*
	New Service Three Phase when requested by Customer	\$400 Connection Fee plus wire over 100 feet and equipment charges.*
	New Service Single Phase when requested by Customer	\$250 Connection Fee & \$125 Riser Fee plus \$6.46 per trench foot or \$9.64 per boring foot.*
	New Service Three Phase when requested by Customer	\$450 Connection Fee & \$425 Riser Fee plus \$11.91 per trench foot or \$17.26 per boring foot.*
	Existing Service Single Phase change when requested by Customer	\$250 Connection Fee & \$125 Riser Fee plus \$6.46 per trench foot or \$9.64 per boring foot.*
	Existing Service Three Phase change when requested by Customer	\$450 Connection Fee & \$425 Riser Fee plus \$11.91 per trench foot or \$17.26 per boring foot.*
Relocations, damages, etc.	Requested relocations and/or damages	At cost

XIII Electric Service Fee and Charges Schedule

Charge Description	When Applied	Charge
Commercial/Industrial Service Underground Distribution to Underground Service	New Service Single Phase when requested by Customer	\$250 Connection Fee plus \$6.46 per trench foot or \$9.64 per boring foot.*
	New Service Three Phase when requested by Customer	\$500 Connection Fee plus \$11.91 per trench foot or \$17.26 per boring foot.*
	Existing Service Single Phase change when requested by Customer	\$250 Connection Fee plus \$6.46 per trench foot or \$9.64 per boring foot. •
	Existing Service Three Phase change when requested by Customer	\$500 Connection Fee plus \$11.91 per trench foot or \$17.26 per boring foot. •
Winter Construction Premium (all services)	To all underground installation charges between November 15 and April 1.	\$1.75 per foot additional charge
Pole Attachment Fee	Annual fee	Per Pole Attachment Agreement
Reconnection Fee	For Non payment during normal working hours.	\$110.00
	For Non Payment outside of normal working hours.	\$175.00
	For each occurrence of meter tampering	\$200.00

XIII Electric Service Fee and Charges Schedule

Charge Description	When Applied	Charge
Non-Transmitting Meter Provision	Residential service customers have the option to choose a non-transmitting meter.	<p>\$110.00 up front charge and a monthly charge of \$10.00 per month.</p> <p>Monthly charge may be waived in circumstances where this provision is being applied to both electric and water meters at the same location.</p>
Voluntary Disconnect Fee	<p>For each occurrence where a customer requests disconnection</p> <p>Disconnection that occurs outside of normal working hours</p>	<p>Up to \$110.00</p> <p>\$170.00</p>
Non- Sufficient Funds Charge (NSF)	Each occurrence	\$30.00
Customer requested service investigation or meter read	Each occurrence after the first in any year	<p>\$110.00</p> <p>No charge for any valid service or metering issue</p>
Security Deposit - RESIDENTIAL	<p>For each rental unit account without landlord affidavit of billing responsibility and lease/regulations copy.</p> <p>For each rental unit account with a landlord affidavit of billing responsibility and lease/regulations copy.</p> <p>For each residential customer following each reconnect occurrence for non-payment.</p>	<p>\$100</p> <p>\$200</p> <p>\$100</p>

XIII Electric Service Fee and Charges Schedule

Charge Description	When Applied	Charge
Security Deposit – COMMERCIAL/INDUSTRIAL	ZBPW <u>may</u> require a security deposit for Commercial and Industrial Accounts	Two times average monthly billing
Service Transfer Fee	Applied to all new accounts, assessed at first billing.	\$15.00
Temporary Service fee	For each service installation	\$110 plus cost of electricity** **Additional charges possible to cover contribution in aid of construction if necessary
Credit Card Processing Fee Note: fees associated with credit card processing are charges from ZBPW contractor for said service	For each occurrence where the customer pays their bill with a credit card with assistance by ZBPW staff	\$2.00 for payments between \$0.01–\$50 \$2.95 for payments between \$50.01–\$100 \$2.00 additional for each additional \$100-\$1,000 \$25 additional for each additional \$1,000
Credit Card Processing Fee Note: fees associated with credit card processing are charges from ZBPW contractor for said service	For each occurrence where the customer pays their bill with a credit card online through ZBPW website	\$3.95 for payments between \$0.01—\$300

* Subject to the allowable construction credit established for the service classification being applied for in accordance with the Section VII-6 Line Extension Policy.

SPECIAL PAYMENT AGREEMENT

Zeeland Board of Public Works
350 E Washington Ave • Zeeland MI 49464
Phone: 616.772.6212 Fax: 616.772.6242

Name: _____ Acct No: _____

Address: _____ Phone: _____

Payments shall begin within 10 days. Payments extending beyond the initial due date on Disconnect Notices must include all delinquent balances.

Scheduled Payments:

Amount	Date
\$	
\$	
\$	
\$	

Failure to make payments as scheduled will result in disconnection without notice.
If payment agreement is defaulted, no other agreements will be accepted for twelve months.
Please call our office immediately if any changes to this agreement are necessary.

When service is disconnected the following fees apply and must be paid before service is restored:

Reconnection fee: \$75.00 (\$100 after business hours)
Deposit fees: Electric - \$100.00 • Water - \$20.00 • Sewer - \$25.00

I, the undersigned utility customer of the Zeeland Board of Public Works, do hereby agree to the stipulations of this **special** payment agreement:

Customer Signature

Date

Zeeland BPW Authorized Signature

Date

AFFIDAVIT OF LEASE

I, _____, having been first duly sworn, give Affidavit of lease pursuant to MCL 123.165 and MCL 141.121(3), and state as follows:

1. That the property located at _____, _____, Michigan is owned by _____ ("Landlord"). Landlord can be reached by telephone at _____.
2. That a lease ("Lease") has been executed between Landlord and _____ ("Tenant") at the above stated address. A copy of the Lease is attached this Affidavit.
3. Lease provides that Tenant is liable for the payment of the following services:

☐ Electric☐ Water☐ Sewer
4. Lease commences on _____ and expires on _____. Landlord agrees to notify the Zeeland Board of Public Works within 20 days following cancellation, change, or termination of Lease.

Landlord

State of Michigan)
)SS
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, personally came to the above-named _____ and made oath that he/she has read the foregoing AFFIDAVIT by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated to be on his information and belief, and as to those matters he/she believes it to be true.

Notary Public, County of _____
My Commission expires: _____



APPLICATION FOR ELECTRIC SERVICE

ZEELAND BOARD OF PUBLIC WORKS

Billing Information

Customer Name: _____
Mailing Address (monthly bill): _____
City, St, Zip: _____

Billing Phone, Email & Fax

Phone: _____
Fax: _____
Email: _____

New Service

Subdivision/Project Name: _____
Address: _____
Lot/Unit/Apt: _____
City/Township: _____
Approx Date Temp
Service Required: _____
Approx Date Perm
Service Required: _____
Is temporary for more than one site? ☐ Yes ☐ No
Is this a rental? ☐ Yes ☐ No

Electrician

Name: _____
Phone: _____
Mobile: _____

Customer Contact

Name: _____
Phone: _____
Fax: _____
Email: _____

Type of Connection	Connect To	Entrance Size	Load
<input type="checkbox"/> Temporary Overhead	<input type="checkbox"/> New Bldg	Amps: _____	Residential: Water Heater _____
<input type="checkbox"/> Permanent Overhead	<input type="checkbox"/> Existing Bldg	Voltage: _____	Heating _____
<input type="checkbox"/> Temporary Underground	<input type="checkbox"/> Other _____	Estimated Demand: _____	Com/Ind: Primary Mtr? _____
<input type="checkbox"/> Permanent Underground			Heating _____

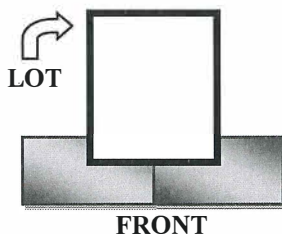
1. Indicate your desired meter location on the diagram below.
We will contact you to confirm this by the phone number you
have given above. If you proceed without your building before
you are notified of an approved entry location it may result in
additional cost to you.

2. Draw the location of the secondary service wire.

Please return to:

Zeeland Board of Public Works
Attn: Tracey DeKraker
350 E. Washington Ave.
Zeeland, MI 49464
Phone: (616) 772-6212 Fax: (616) 772-6242
email: traceyd@zeelandbpw.com

Please attach your building site map



Building Owner's Signature: _____

Please print name here: _____

Date: _____

Rental Unit Address:

AUTHORIZATION TO RELEASE
ACCOUNT AND PERSONAL INFORMATION

As a condition to receiving utility services, I hereby irrevocably grant the City of Zeeland, the Zeeland Board of Public Works and its employees and agents permission to release any and all of my utility account information and personal contact information, including but not limited to my forwarding address, to the landlord identified below and/or the agents of such landlord.

I hereby agree to hold the City of Zeeland, the Zeeland Board of Public Works and its employees and agents harmless as the result of the release of information pursuant to this release. I also agree to indemnify such entities and persons from any liability as the result of the release of such information.

Dated: _____

Signature of Renter/Tenant

Signature of Renter/Tenant

Printed Names of Renter/Tenant

Printed Names of Renter/Tenant

LANDLORD INFORMATION

Name of Landlord

Landlord Street or PO Box

Landlord City, State, Zip

Landlord Phone Number