



Electric Terms of Service

Effective July 1, 2026

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1. General Terms of Service

A. Definitions

Commercial Customer: A classification used for businesses not involved with the direct manufacture of durable goods. A classification is also used for multiple family residential structures with two (2) or more units or structures that are metered but is not a Dwelling Unit.

Critical Care Customer: A Customer who requires, or has a household member who requires, home medical equipment or a life support system, and who have provided appropriate documentation to ZBPW identifying the equipment or system and certifying that an interruption of service would be immediately life threatening.

Customer: A purchaser of electrical and/or water services supplied by ZBPW, and/or wastewater service supplied by the City of Zeeland.

Dwelling Unit: A single room, suite or groups of rooms or suites with accommodations to sleep, eat, and has a bathroom.

Energy Improvement Program/Energy Waste Reduction (EWR) Program: The Energy Improvement Program Fee is designed to recover ZBPW Energy Waste Reduction (EWR) plan costs as allowed by law.

Estimated Consumption: Consumption calculation based on prior use of the service, or the operating characteristics of the building and equipment used.

Fuel and Purchased Power Cost Adjustment: the amount of kWh by which the applicable rates shall be adjusted for billing each month. The adjustment will be applied monthly based on a 12-month rolling average.

Heating Season: November 1 through April 15

Industrial Customer: A classification for businesses directly involved with manufacturing goods or services for sale as an organized action.

Low Income Customer: A Customer whose household income does not exceed the published percentage of the poverty level, as established by the State of Michigan or the United States Department of Health and Human Services (DHHS), or who receives any of the following: assistance from a state emergency relief fund, food stamps, or Medicaid.

Medical Emergency: An existing medical condition of a Customer, or member of the Customer's household, as defined and certified by a physician or public health official on official stationery or company-provided form, that will be aggravated by lack of utility service.

Meter Reading: Electronic or manual effort to read the amount of electricity or water used by a Customer.

Meter Constant: A fixed value used to convert Meter Readings into Customer energy use.

Monthly Rate: The charges, fees and unit prices as established by ZBPW's rate-making body and the quantities to which they apply.

Multi-Dwelling Structure or Multi-Dwelling Unit (MDU): A building containing 2 or more Dwelling Units, including but not limited to apartments, condominiums, or senior housing projects.

Person: Any individual, corporation, partnership, company, limited liability corporation, organization or governmental entity.

Premises: A tract of land including its buildings.

Rate: the charges, fees, and unit prices as established by ZBPW/City of Zeeland and the quantities to which they apply.

Residential Customer: A classification reserved for one- and two-family residential structures and other multiple family structures where each Dwelling Unit is individually metered. Residential structures must accommodate a place to sleep, eat and have a bathroom.

Senior Citizen: A Customer who is 65 years of age or older and advises ZBPW of his or her eligibility.

Service/Facility Charge: A monthly fixed charge that covers the expenses to maintain and service a Customer's account. This includes billing, metering, and Customer service. The Service/Facility charge also funds a portion of the capital investments in equipment, structures, and meters as well as engineering and construction services.

Service Point: The point at which the ZBPW or the City of Zeeland has agreed to provide utility services.

Tenant: Person(s) named responsible for the one or more utilities under an executed lease or similar document.

ZBPW: When used in these Terms of Service, ZBPW is an abbreviation for Zeeland Board of Public Works.

2. General Provisions

All national and state statutes and regulations that govern the provision of utility services apply and supersede the terms of service contained in this document. All local ordinances and codes of the governmental units within the service territory of ZBPW also govern the services provided by ZBPW where applicable.

A Customer that commences and/or maintains electric service with ZBPW agrees to abide by all ZBPW Electric Terms of Service and Rates. All Rates are subject to revision at any time upon approval by the ZBPW Board of Commissioners and Zeeland City Council.

A. Obligations

The obligations of both parties commence when ZBPW begins to supply service and continues until either party has received from the other any form of communication (i.e. email, telephone call, or written notice) to discontinue service. After notice is given, service may continue until a reasonable time when ZBPW can disconnect service, not to exceed ten (10) days. These Terms of Service shall be followed unless otherwise specified in a contractual agreement or as identified in the Terms of Service for each utility offering.

B. Continuity of Service

The ZBPW supplies 60 Hertz current throughout its service area. ZBPW and the City of Zeeland will use ordinary diligence in providing utility service but do not guarantee constant or continuous service. By applying for utility service, each Customer shall be deemed to have agreed that:

1. 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; and
2. ZBPW shall have no duty, liability, or obligation for or by any reason of responsibility 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 Customers' premises, or other conditions and causes beyond the ZBPW control.

3. New Service Requirements

The following information may be required to establish a new service.

A. Residential Service

- Full Name
- Service Address via a mortgage/property tax statement or executed lease
- Mailing Address if different from Service Address
- Telephone Number
- Email Address
- State or Governmental issued Identification (i.e. Driver's License, Military ID, Passport)

B. Business Service

- Legal Business Name and Tax ID Number (as registered in Michigan)
- Type of Business

- Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
- Telephone Number
- Email Address
- Contact Name(s)
- Owner or Business Agent Name
- Mailing Address if different from Service Address

A new Customer must contact the ZBPW within ten (10) business days of commencing service to set up their account. Failure to do so may result in the disconnection of service until the account has been properly established. A new Customer account may not be established for a service location if a delinquent Customer account holder resides at the same premises or is listed as a tenant on a new premise (service location) as the new Customer, unless the balance due and owing for the delinquent Customer account holder is paid in full and a deposit is collected according to Section 5G. Account Security Deposits.

A Service Transfer Fee (as defined in the 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 to the landlord will be exempt from this fee.

4. Service/Facility Charge

All active accounts will be billed with the Service/Facility Charge based on account type and size. Service must be completely disconnected or suspended to eliminate the service/facility charge.

Disconnect/Reconnect fees may apply.

A. Discontinuation of Service

All requests for a discontinuation of service shall be made through ZBPW Customer Service.

Discontinuation of service is subject to applicable fees and charges.

B. Suspension of Service

All requests for suspension of service shall be made through ZBPW Customer Service. Except as otherwise set forth herein, ZBPW shall not issue credits for service lapses due to vacations or other non-use of service. Notwithstanding the foregoing, a residential Customer may request a suspension of service, which will be honored for a minimum period of three (3) months and a maximum period of six (6) months. The Customer shall provide ZBPW with the date the suspension of service shall commence and the date the suspension of service shall be lifted so that services resume. Only one suspension of service shall be allowed per 12-month period. Service charges shall not be prorated for Customer-requested suspension of service.

5. Responsibility for Payment of Bill

A. General

Each ZBPW Customer is responsible for paying all utility bills as rendered on or before the due date shown thereon. Bills are rendered monthly. Bills will be distributed by mail or electronically to all Customers at least fourteen (14) days before the due date shown on the bills. ZBPW is not responsible for bills lost in the mail. It is the Customer's responsibility to ensure timely payment of their bill, regardless of delivery issues. Failure to receive a bill does not exempt the Customer from payment obligations or potential late fees. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued and ZBPW has had reasonable time to secure a final Meter Reading. If a bill remains unpaid ZBPW shall have the right to discontinue service as defined in the Shut-Off Policy (Section 6).

B. Non-Sufficient Funds/Fraud

Customers who have two (2) returned payments within a twelve-month period will be required to make payments via cash or credit card for the next twelve months. Customers who commit check or credit card fraud will be required to pay via cash only.

C. Requests for Billing History Data

ZBPW will provide Customers with their billing history at no charge, provided the information is currently stored on an active database. Customer requests for billing history that is no longer on an active database will be subject to record retention schedules and to payment of hourly fees based on the average burdened hourly wage of the ZBPW employee assigned to perform the research and compilation of the data.

D. Michigan Sales Tax

Bills for electric service are subject to Michigan State Sales Tax. Customers may file a request for exemption from the application of sales tax and request reimbursement if less than 120 days of lapsing coverage, in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury. In the event the required exemption documentation is not obtained within 120 days from date of sale, the Customer shall make its own refund inquiries directly to the State Department of Treasury.

E. Estimated Consumption

While it is 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 ZBPW based on prior consumption or the operating characteristics of the building and equipment.

F. Receipt of Payment

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

1. To the oldest outstanding arrears
2. 65% to the remaining outstanding electric account.
3. 15% to the remaining outstanding water account.
4. 20% to the remaining outstanding wastewater account.
5. On-bill loan account
6. All other fees and services

Payment assistance received from third party providers will be applied to appropriate services as designated by the provider.

G. Late Charges

A late payment charge of 1.5% of the amount in arrears will be assessed when next month's bill is rendered. The late payment charge will not apply to any penalty portion of the Customer's bill.

Customers may request a late charge waiver under extenuating circumstances.

H. 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. This policy establishes the rules for handling errors in billing. This policy does not apply to theft or unauthorized use of service or estimated bills.

Errors in billing can be caused, but are not limited to, any of the following reasons:

1. An incorrect meter read whether by person or electronically.
2. An incorrect Meter Constant.

3. Installation of the incorrect metering equipment.
4. An incorrect calculation of the applicable rate.
5. A meter switched by the utility or a utility representative.
6. An incorrect application of the rate schedule.
7. A meter error (failure to measure or accurately record all usage).
8. Another similar act or omission by the utility in determining the amount of a Customer's bill.

An undercharge or overcharge that is caused by a non-registering meter, an estimated meter read, or a Customer read is not considered a billing error.

If an error in billing occurs and results in overcharging a Customer, ZBPW shall refund or credit the overcharge based on the actual time the overcharge occurred within the 36-month period immediately preceding the discovery of the error. Refunds to Customers will normally be made promptly upon discovery of the error.

If an error in billing occurs and results in undercharging a Customer, the Customer is responsible for the undercharged amount for up to the 12-month period immediately preceding the discovery of the error. Amounts due to ZBPW from the Customer will be subject to normal collection policies, procedures, and practices. A Customer may request and be granted a payment plan up to the number of months used to calculate the undercharged amount.

G. Account Security Deposits

Security deposits shall be determined as follows:

1. The standard residential security account deposit will be applied according to the current ZBPW Schedule of Fees and Charges.
2. 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.

3. 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.
4. The ZBPW may require an account security deposit of up to two (2) times the average monthly billing for commercial or industrial accounts.
5. An additional standard deposit will be required for properties in Holland Charter and Zeeland Charter 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.

ZBPW will refund deposits of \$1.00 or more to all Customers who have voluntarily terminated service and paid all charges due. Refunds under \$1.00 will not be refunded due to associated processing costs.

H. Lien as a Security for the Collection of Service Charges

Except as otherwise provided or limited by state law, ZBPW shall have as security for the collection of all charges for utility services as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the premises to which such services were supplied. Such liens shall become effective immediately upon the distribution or supplying of such service or services to such premises. The term "charges for utility service" shall mean the rates, fees, rentals, and all other charges for furnishing such service and all repairs, maintenance, and alterations of such service which the ZBPW determines to be the responsibility of the service Customer.

A. Placement on Tax Rolls

I. City of Zeeland

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 (3) months, or more, shall be reported by the Clerk per Zeeland City Charter Sec.13.25 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 (3) 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.

II. 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 General Manager of the ZBPW certifies in writing to the Township(s) on or before September 15th those charges for utility service(s) 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.

III. Protection of Landlord, Notice of Lease and Security Deposit

If the owner of a premise which receives services provided by the ZBPW shall lease the premises to a tenant who is responsible under the lease for the payment of the charges for specified services, and the property owner notifies ZBPW in writing of the lease agreement by an affidavit of lease (including a copy of the lease executed by the owner and their tenant), then the charges for electric services provided to such leased premises shall not become a lien against the premises after the date ZBPW receives notice. Immediately after filing of such notice, ZBPW shall render no further service to the premises until it receives a security deposit as security for the payment of the electric charges from the tenant (or an individual or entity acting on behalf of the tenant).

6. Shut-Off Policy

This policy applies generally to all Customers of the ZBPW who receive ZBPW electric or water service. Policy statements that apply solely to Residential Customers are noted. It is the policy of ZBPW to conform to all requirements of [Michigan Legislature - Section 460.9q](#) (the "Act") with regard to residential utility shutoffs.

A. General Requirements

I. Proper Shut-Off

Subject to the other requirements of this policy, ZBPW may shut off service to a Customer for any of the following reasons:

1. The Customer has not paid a delinquent account that accrued within the last six (6) years.
2. The Customer has failed to provide a deposit or guarantee as required by ZBPW.
3. The Customer has engaged in unauthorized use of ZBPW's service.
4. The Customer has failed to comply with the terms and conditions of a payment plan entered into with ZBPW in accordance with ZBPW's rules.
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 ZBPW service or put service in another person's name without the permission of the other person.
7. The Customer has violated any rules of the provider so as to adversely affect the safety of the Customer or other persons or the integrity of ZBPW's system.
8. A person living in the Customer's residence meets both of the following:
 - a. Has a delinquent account for service with the ZBPW within the past six years but remains unpaid, and
 - b. The Customer lived in the person's residence when all or part of the debt was incurred. The ZBPW may transfer the prorated amount of the debt to the Customer's account based upon the length of time that the Customer resided in the person's residence so long as the Customer was not a minor at the time.

II. Improper Shutoff

ZBPW may not shut off service to a Customer for any of the following reasons:

1. The Customer has not paid for concurrent service received at a separate metering point, residence, or service location.

2. The Customer has not paid for service at premises not occupied by the Customer unless:
 - a. The Customer supplies a written notarized statement that the premises is unoccupied,
 - b. The premises is occupied, and the occupant agrees, in writing, to the shutoff of service,
 - c. It is not feasible to provide service to the occupant as a Customer without a major revision of existing distribution facilities, or
 - d. It is feasible to provide service to the occupant as a Customer without a major revision of existing distribution facilities and the occupant refuses to put the account in their name.

III. Service Shutoff Resulting in Death or Serious Injury

a. Notification

ZBPW shall notify the Michigan Public Service Commission (Commission) of any shutoff of service that results in the death or serious injury of a residential Customer. ZBPW shall supply the Commission any relevant information regarding the death or serious injury, including, the procedures followed during the shut off.

B. Notice

Except where a shut-off is necessary to maintain service quality, prevent damage to the relevant distribution system, or prevent damage to property, ZBPW shall not shut off service prior to sending a notice to the Customer by first-class mail not less than ten (10) days before the date of the proposed shut-off. ZBPW shall maintain a record of the date the notice was sent.

C. Permissible Shutoff

ZBPW may shut off service to a Customer on the date specified in the notice of shutoff or at a reasonable time following that date. If ZBPW does not shut off service and mails a subsequent notice, then ZBPW shall not shut off service before the date specified in the subsequent notice. Shutoff shall occur only between the hours of 8:00 a.m. and 2:00 p.m. Monday through Thursday. No disconnections shall be permitted on a legal holiday or on the day before a legal holiday.

D. Termination of Service

ZBPW, upon approval of the Zeeland City Council, may adopt a termination of electric service policy establishing the terms and conditions under which electric service to any Customer may be suspended, discontinued, or terminated. In the event a termination of service requirement is adopted by state law, which is applicable to ZBPW, ZBPW shall not adopt a policy which is less restrictive than applicable statutory provisions.

Termination of services are subject to applicable service charges.

E. Shutoff When Restoration Services Are Not Available

ZBPW shall not shut off service on a day, or a day immediately preceding a day when the services of ZBPW are not available to the general public for the purpose of restoring service.

F. Contact to Customer

I. Generally

For involuntary shutoff of electric or water or services, at least one day before the service shutoff, ZBPW shall make no less than one attempt, in addition to the notice of shutoff, to contact the Customer by one or more of the following methods:

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 voicemail.
2. First-class mail.
3. A personal visit to the Customer.
4. A written notice left at or on the Customer's door.
5. Any other method approved by the Michigan Public Service Commission for regulated utilities.

II. Remote Shutoff

For an involuntary shutoff using a meter with a remote shutoff capability, any notice shall state that the disconnection of the service will be done remotely and that a provider representative will not return to the Premises before disconnection.

III. Documentation; Contact by Telephone

ZBPW shall document all attempts to contact the Customer. If contact is made by telephone, ZBPW shall inform the Customer or other responsible person that the shut-off of service is imminent and of the steps necessary to avoid shut-off.

F. Restoration

ZBPW shall restore service upon a Customer's request when the cause for the shutoff has been cured or credit arrangements satisfactory to ZBPW have been made.

If the Customer qualifies for restoration and his or her household contains a meter that must be restored manually, ZBPW shall make reasonable efforts to restore service to the Customer within eight hours of the utility's receipt of complete payment. If the meter has remote restoration capability, service shall be restored on the first working day after the Customer requests restoration, except in the case of documented equipment failure.

G. Charges for Shutoff and Restoration

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 and EFT/ACH will not be accepted for payment following disconnection.

H. Critical Care and Medical Emergency Residential Customers

I. Postponement

For electric and water service, ZBPW will postpone shutoff of service for up to 21 days if a Customer is a Critical Care Customer or has a certified medical emergency. To qualify for a postponed disconnection for medical reasons, a medical certification form must be completed by a medical doctor or public health official and submitted to the ZBPW prior to disconnection. The Customer shall identify the period during which the shutoff will aggravate the medical emergency. If the Customer provides additional documentation or certification, ZBPW will postpone the shutoff for additional periods of up to 21 days for a total of not more than 63 days in any 12-month period per household member. Annually, shutoff extensions totaling more than 126 days per household will not be given.

II. Restoration

If a shutoff of service has occurred without postponement being obtained, ZBPW will restore the service upon presentation of the appropriate documentation or certification. The service shall continue for up to 21 days. If the Customer provides additional documentation or certification, ZBPW will postpone the shutoff for additional periods of up to 21 days for a total of not more than 63 days.

III. Other Protections

Application for this protection does not prohibit a ZBPW Customer from applying for separate protections.

IV. Deferred Payment Plan

Any Customer, prior to termination, may establish a deferred payment plan to avoid termination of utility service, under the condition that the Customer signs a written agreement with the utility which specifies that:

1. The Customer will make regular payments in amounts acceptable to 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.
4. ZBPW is not required to enter into a subsequent payment 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 twelve (12) months, ZBPW is not required to enter into a subsequent payment plan.

I. Active-Duty Military Customers

Active-Duty Military Customers are residential households where:

1. The household income is reduced because the Customer of record, or the spouse or domestic partner of the Customer of record, is called to full-time active military service by the President of the United States or the Governor of the State of Michigan during a time of declared national or state emergency or war, and
2. Assistance is needed by the residential household to maintain service, and
3. The residential household has notified the provider of the need for assistance and has proven verification of the call to active-duty status.

I. Shutoff Prohibited

ZBPW shall not shut off service to an active-duty military Customer during their service for a period of up to ninety (90) days. In its sole discretion, ZBPW can provide one or more extensions to the active-duty military Customer.

II. Notification

An active-duty military Customer shall notify ZBPW of the end of his or her active-duty status as soon as that status is known.

III. Duty Not Void

Unless waived by the ZBPW, this shutoff protection does not void or limit the obligation of the active-duty military Customer to pay for services received during his or her time of service.

IV. Payment Plan

In the event an active-duty military Customer receives assistance, ZBPW shall:

1. Establish a payment plan requiring minimum monthly payments that allows the active-duty military Customer to pay any past amounts due over a reasonable time period not to exceed one year, and
2. Provide a qualifying Customer with information regarding any governmental, ZBPW, or other assistance programs, and
3. Provide active-duty military Customers with access to existing information on ways to minimize or conserve their service usage.

7. Utility Customer Dispute

A. Complaint

A utility Customer may dispute the correctness of all or part of the current amount shown on a utility bill. A utility Customer shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute.

B. Procedure

The procedure for utility Customer disputes shall be as follows:

Within 30 days of the date such bill is issued, the utility Customer shall notify the utility, orally or in writing, that they dispute all or part of the current amount shown on a utility bill, stating as completely as possible the basis for the dispute.

If the utility determines that the present dispute is untimely or that the utility Customer previously disputed the correctness of all or part of the amount shown, the utility shall notify the Customer stating that the present dispute is untimely or invalid. The utility shall then proceed as if the Customer had not notified the utility of the present dispute.

If the utility determines that the present dispute is not untimely or invalid, the utility, within three working days after receipt of the Customer's notice, shall arrange an informal meeting between the utility Customer and an official of the utility.

Based on the utility's records, the Customer's allegations and all other relevant materials available to the official, the official shall resolve the dispute, attempting to do so in a manner satisfactory to both the utility and the Customer.

Within three working days of completion of the meeting, the official shall notify the Customer of his decision resolving the dispute.

If the decision is unsatisfactory to the Customer, the Customer, within three working days of his notification of the official's decision, may request a hearing before a utility hearing examiner.

The hearing before the examiner shall be held within five working days of the utility's receipt of the Customer's request.

At the hearing, the utility and the Customer shall be entitled to present all information that is, in the hearing examiner's view, relevant and material to the dispute.

Based on the hearing, the examiner, within three working days of the completion of the hearing, shall issue his decision resolving the dispute. His decision shall be final and binding on the utility and the Customer.

The hearing examiner shall be the General Manager of the ZBPW for appeals regarding water and electric charges. The hearing examiner shall be the City Manager for appeals regarding waste water disposal charges. An appropriate interim official may be designated by the hearing examiner to address disputes in their absence.

Utilization of this dispute procedure shall not relieve a utility Customer of their obligation to timely and completely pay all other undisputed utility charges and the undisputed portion of the amount which is the subject of the present dispute. Failure to timely and completely pay all such undisputed amounts shall subject the utility Customer to all applicable late charges and to termination of utility service.

8. E-Services Privacy, Terms & Conditions

Please view our website for the most up to date privacy policy, terms, conditions and cookies associated with e-services. zeelandbpw.com/privacy-policy

Any questions regarding the privacy policy or terms and conditions should be directed to info@zeelandbpw.com.

9. Theft

ZBPW will investigate cases of suspected theft and fraud. All cases, where there is sufficient evidence, will be turned over to the City of Zeeland Police Department, Ottawa County Sheriff's Office, and/or the City Attorney.

ZBPW will attempt to recover all charges that were intentionally avoided or not paid, plus all monthly-accrued late fees. In addition, six (6) percent over prime rate recovery charge will be assessed to charges, fees and penalties. All costs relating to the investigation and remediation of theft of services will be assessed to the account.

If the actual amount of service lost to the theft or diversion cannot be determined, the amount will be estimated using previous account history. If neither the actual amount of service nor an estimated amount of service for the particular account can be determined, the account shall be assessed the average usage for the class of service prorated to the time the theft or diversion occurred. There is no limitation on the time period for which past charges will be assessed.

Other actions, civil or criminal, will be decided by the General Manager of the ZBPW and/or City Attorney, as appropriate.

10. Miscellaneous Provisions

A. Other Remedies

The implementation of Terms of Service does not preclude ZBPW from pursuing any of its legal rights, including the right to place liens of property granted to ZBPW, whether by statute, charter, or other power.

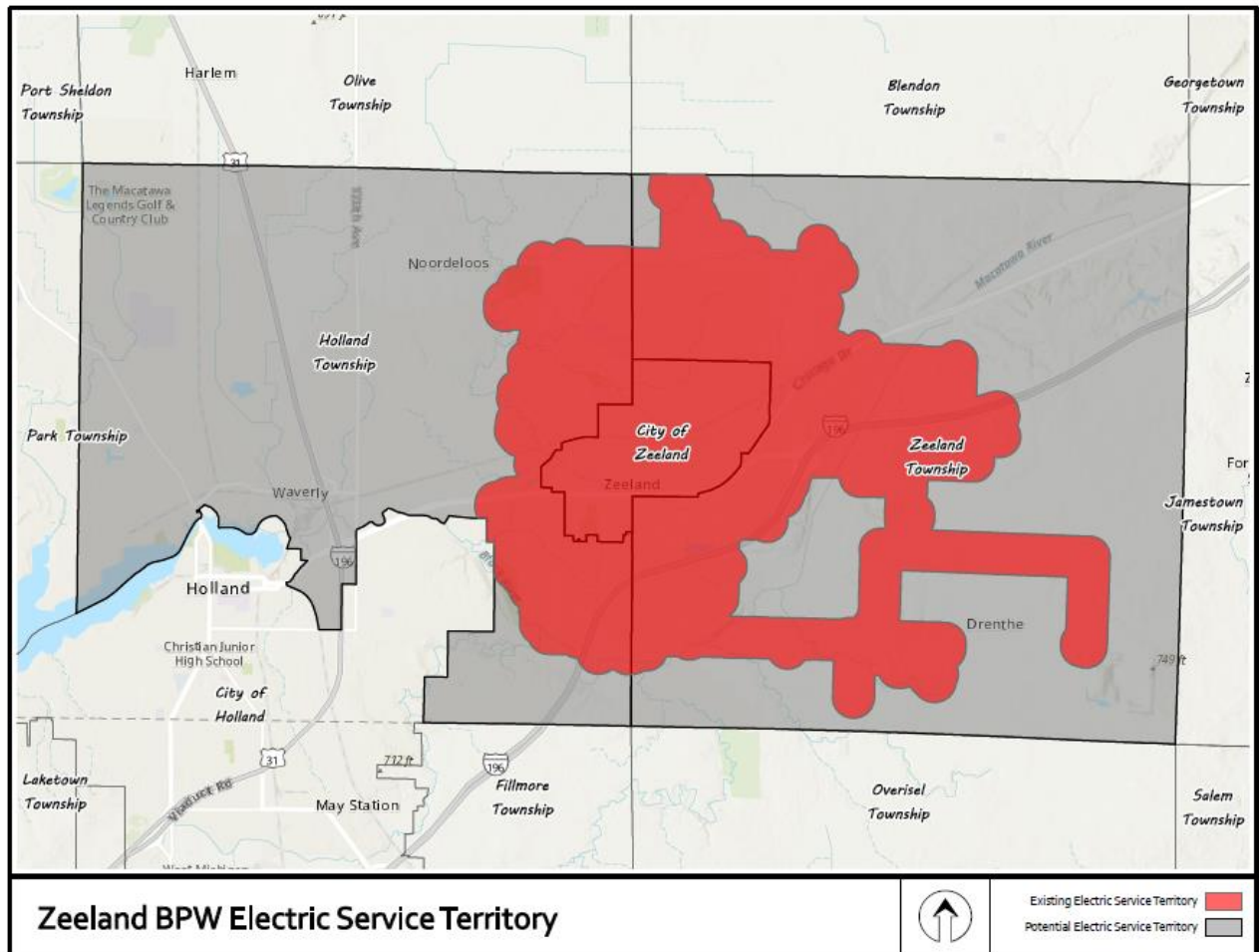
B. Forms

ZBPW may develop any forms or documents needed to implement services so long as the developed forms or documents are consistent with the Terms of Service.

11. Electric Service Area

Please use the link below to view a map and description of the ZBPW electric service territory:

(<https://zeelandbpw.com/electric/>)



12. Definitions

Accessible: Capable of being reached; within reach of ZBPW staff.

Ampere: Unit of electrical current.

Contiguous Parcels: Pieces of real estate that are adjoined or adjacent to each other and share a common boundary, not separated by a public street.

Demand: The maximum amount of electrical energy that is being consumed at a given time. It is measured in both Kilowatts and Kilovolt-Amperes.

Distribution Line: That portion of ZBPW's system which delivers Primary and Secondary Voltage from transformation points on the electric system to the Customer.

Electric Power: A term used in the electric industry to mean inclusive power and energy, expressed in Kilowatts and Kilowatt-Hours.

Energy: That which does or is capable of doing work. It is measured in terms of the work it is capable of doing; electric energy is usually measured in Kilowatt Hours (kWh).

Hertz (Hz): Cycle per second.

Horsepower (hp): Unit of mechanical power equivalent to 746 watts of electrical power.

Kilovolt-Ampere (kVA): Unit of apparent electrical power which at 100% Power Factor is equivalent to one Kilowatt.

Kilowatt (kW): One thousand Watts.

Kilowatt-Hour (kWh): Unit of electrical energy equivalent to the use of one Kilowatt for one hour. The Kilowatt-Hour is used to measure and track consumption on utility bills.

Load: The amount of Power or Kilovolt-Amperes delivered at a given point.

Load Factor: The average Power divided by the peak Power over a period of time.

Line Extension Policy: a policy which establishes a maximum level of utility investment in the event that upgrades, construction, or extension of facilities are required to provide service to new load connecting to the ZBPW system.

Point of Interconnection: The point at which the Customer's electrical conductors connect with ZBPW's distribution system.

Power: The rate at which electrical energy is transferred by an electric circuit measured in Kilowatts (kW).

Power Factor (P.F. or PF): Ratio of real Power flowing to the Load (watts) to apparent Power in the circuit (volt-amps), expressed in a percentage (%).

Primary Voltage: Nominal Voltage of 7,200 Volts or 12,470 Volts.

Qualified Facility (QF): A cogeneration or small power production facility that meets certain ownership, operating, and efficiency criteria established pursuant to the Public Utility Regulatory Policies Act (PURPA).

Riser Pole: Pole where the transition takes place between underground and overhead facilities. May be primary or secondary.

Secondary Voltage: Nominal voltage of 480 volts or less.

Service Entrance Conductors: The Customer-owned conductors between the Customer's main disconnecting device and the termination of ZBPW's service conductors.

Service Upgrade: Replacement of a service panel, meter socket or transformer to a unit with a larger capacity rating, or any Customer change that requires ZBPW to increase the size of its service conductor to the Service Location for an existing Customer.

Volt: Unit of electrical force.

Watt: Represents a basic unit of electricity. It's a small unit of measurement used to describe the electric consumption of individual devices or small appliances.

Weather Head – The point where overhead electrical wires from the utility connect to the home's service entrance. It is typically shaped to prevent rainwater from entering the conduit, protecting the electrical connections from moisture.

13. Service Conditions

A. Description of Service

I. Available Voltages

1. Single phase 120/240-volt three wire or 120-volt two-wire service is available.
2. Three phases, four wire 120/208 volt, four wire 120/240 volt, or 277/480 volt may be made available for commercial and industrial services. Three phase residential services are available at ZBPW discretion.
3. Primary Voltage service at 7,200/12,470 volt, three phase, four wire, is available. All equipment necessary for the protection of the Customer's equipment and the control of electricity shall be located on the Customer's side of the Point of Interconnection and shall be furnished, installed, and maintained by the Customer. Point of Interconnection shall be at the Customer's electrical connection to ZBPW's metering equipment (Grounded Wye).
4. The ZBPW is not required to provide more than one electric service to a Customer's premises. In cases where ZBPW permits an additional electric service, the Customer shall pay the additional costs involved.
5. If a Customer desires a three-phase voltage different from the established voltage in the area, it may be furnished at the ZBPW's option. In such cases, the Customer may incur extra costs involved. In such cases where there is more than one established voltage in the area, the ZBPW shall determine which voltage will be furnished and any applicable costs.

II. Access to Premises

Employee(s) of ZBPW shall have the right to enter upon the Premises of any electric Customer at any time during normal business hours for the purpose of meter examination, testing, changing and/or moving any electrical equipment, meters, apparatus, and/or wiring, making a connected load count, or measuring the Customer's maximum electric Demand.

III. Customer Responsibility—Electric Meters

Each Customer shall have the responsibility for installing electric metering sockets to permit ZBPW to connect its meter or metering system to the city electric distribution system. The meter socket, meter, or metering device shall be and remain Accessible to employees of ZBPW and must be maintained in front of and to both sides of the meter for installation, operation, testing, and replacement. ZBPW may promulgate additional rules and regulations regarding the technical requirements and specifications for connection to metering devices.

In the event ZBPW should change its meters or implement an alternate meter reading system, the Customer, upon not less than thirty (30) days' notice, shall arrange for the necessary electrical installation, including but not limited to the replacement of electric meter sockets, in order to make the Customer connection compatible with the new meters or alternate meter reading system.

ZBPW may offer an installment payment of costs or other financial incentive to the Customer for the conversion of the Customer equipment in order to construct and install compatible metering sockets and equipment for the meters or metering system of ZBPW. The terms of the installment payment of costs or other financial incentive shall be incorporated into a resolution as adopted, from time to time, by the Commissioners of Zeeland Board of Public Works and/or the Zeeland City Council, which shall specify the assistance available to Customers.

In the event a Customer fails to pay for the conversion of the electric metering socket and/or equipment, ZBPW shall have the right to enter on the Premises and arrange for such connection work to be done and place a lien on the Customer Premises for such costs and installation. The installation of necessary metering sockets shall be subject to all rights and remedies as permitted by law and charter for the establishment and priority of a lien as permitted by law.

IV. Trimming of Trees and Obstructions

All vegetation maintenance performed by ZBPW follows pruning standards approved by the American National Standards for Line Clearance. Our goal is to retain the health of trees and other vegetation, as we clear lines to ensure Customer safety and system reliability. We strive to complete a tree trimming

maintenance cycle throughout our service area every three years in order to provide clearance for power lines.

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 the construction, operation, and maintenance of any poles, cross-arms, wires, conductors, insulators, or other electrical fixtures, devices, or apparatus of ZBPW. By acceptance of electric service from ZBPW, each electric Customer shall be deemed conclusively to have granted such right, privilege, and authority to ZBPW; and if any electric Customer thereafter should challenge or object to the exercise of such service in the general utility function of ZBPW, service to such Customer may be refused and/or discontinued for that reason alone.

B. Right of Way and Easement Restoration

ZBPW utility equipment (fire hydrants, poles, transformers, etc.) is often located in the road right-of-way or in easements provided on Customer property. Landscaping (lawns, shrubs, trees, flowers, plants, stone, mulch, etc.) shall not be located so as to prevent access to ZBPW utility equipment. In the event this policy is disregarded and installed landscaping is disturbed during the course of work to maintain and/or replace ZBPW utility equipment, ZBPW shall not be held responsible for repair or replacement of disturbed landscaping, trees, fencing, structures, or other items placed in the right of way. Restoration of work to maintain, repair or replace components in the right of way or designated utility easement is limited to replacement of any disturbed streets, driveways, curbs, sidewalks or parking lots and reseeding of turf areas for erosion control. For designated utility easements restoration of paved surfaces is limited to those incorporated into the easement or in existence at the time of execution of the easement.

Trees and tree limbs can sometimes bring down poles and conductors during storms and severe weather. When this happens, problem trees will be cut so ZBPW can make needed repairs to restore service. The tree debris, brush and wood may be left on the Customer's property during storm events. ZBPW does not pick up brush or cut wood as a result of storm damage.

14. Use of Service

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

Customers may install their own check meter for tenants, lessees, or other persons, to whom ultimately the service is distributed in order to apportion the usage for monthly billing purposes. Additionally, the renting of premises, with the cost of service included in the rental as an incident of tenancy, will not be considered a resale of such services.

A. Customer Equipment

The Customer is responsible for ensuring that their wiring and equipment meet all the requirements of the latest edition of the National Electric Code. ZBPW may deny or terminate service to any Customer whose wiring or equipment constitutes 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 ZBPW electric transmission and distribution system, as well as the necessary devices to protect ZBPW system equipment against overload caused by the Customer's equipment.

B. Equipment on Poles

It is the intent of ZBPW to provide a safe working environment for its employees and additional parties with whom ZBPW has a pole attachment agreement by regulating the attachment of Customer-owned equipment to ZBPW poles.

1. Customer-owned equipment shall not be installed on ZBPW poles for new installations.
2. ZBPW will furnish and install a service pedestal adjacent to the pole for connection to Customer's underground service conductors. The service pedestal will be the service point and

will be the demarcation point between the ZBPW distribution system and the Customer's underground facilities.

3. An external disconnect and internal/external protection device on Customer side of Point of Interconnection is required.

Upon replacement of a pole, ZBPW, at its discretion, may either relocate Customer owned facilities to the new pole, or remove the Customer owned facilities from the pole and establish the service point as a service pedestal installed adjacent to the pole. ZBPW will inform the Customer of the needed relocation and determine a mutually agreeable location for the Customer-owned equipment.

1. Customers shall obtain approval of the service point and meter location before starting installation of a new or additional service entrance. ZBPW is responsible for installing the underground service conductors from ZBPW service point to their service equipment.
2. Modifications to Customer owned facilities must comply with the requirements of the current edition of the National Electric Code.

Any exceptions to the above requirements must be approved by ZBPW.

C. Power Quality

The Customer shall use the service so as not to cause interference, affect voltage, affect frequency, add harmonics, or cause other disturbances to the ZBPW electric system or another Customer's service. If ZBPW notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within ZBPW requested time frame, ZBPW will discontinue service until the Customer has remedied the situation and has paid fees for investigations and reconnections.

The Customer will be charged for all costs associated with alterations to ZBPW electric system required to continue proper operation in conjunction with the Customer's equipment. In determining the existence of disturbances, ZBPW will rely on the latest revision of all pertinent IEEE and ANSI Standards. ZBPW may also use other appropriate standards or criteria in determining disturbances to the ZBPW electric system.

D. Tampering with a Metering Device

An electric Customer of ZBPW shall not tamper with any ZBPW equipment; install or have installed any wiring, connection, apparatus, or other device which prevents the electric meter or metering system from registering or recording properly all energy used; or to be used; or which enables such Customer to obtain or use any electric energy without the same having been registered properly by any electric meter or metering device of ZBPW.

This section shall supplement and not be in lieu of any provision of state law, including but not limited to MCL 750.282.

A Meter Tampering fee shall be charged in any instance where it is found that a meter or any part of ZBPW owned electric equipment has been tampered with, regardless of if theft of electricity occurred or not. This fee shall include both the cost of repair and an applicable service call charge.

15. Metering

A. General

All energy sold to Customers will be measured by a meter owned and maintained by ZBPW. In locations where it is impractical to meter, such as street lighting or some temporary special installations, consumption will be calculated and billed according to a ZBPW approved monthly rate.

B. Installation/Ownership

The Customer is responsible for installing and maintaining a metering socket(s). Approved one position metering sockets will be provided to the Customer at no charge by ZBPW. ZBPW approved utility grade metering sockets with two or more positions will be procured by the Customer (Sockets rated for more than 200A will be procured by the Customer).

ZBPW shall maintain the transformer rated meters, sockets, potential and current transformers, and metering cabinet.

Customers shall furnish, install, own, and maintain all other service equipment, wiring, and conduits from the Weather Head of an overhead service connection or from the Point of Interconnection of an underground service connection. See Section 15. I. Primary Metering guidelines for equipment ownership details for primary metered Customers.

C. Metering Specifications

1. 120/240 Volt single phase service, 200 Ampere or less, shall use 4 jaw meter socket. 120/208 Volt single phase service, 200 Ampere or less, shall use 5 jaw meter socket with neutral terminal fifth jaw in the 6 o'clock position in the meter socket. 400 Ampere service shall use class 320 self-contained socket. If single phase service is needed greater than 400 Ampere, transformer metering shall be installed.
2. 120/208 Volt, 120/240 Volt, and 277/480 Volt three phase service, 200 Ampere or less, shall use 7 terminal self-contained meter socket. 400 Ampere service shall use class 320 - 7 terminal self-contained socket. Services larger than 400 Ampere will be measured with instrument rated meter at the Point of Interconnection with the Customer. All 3 phases must be supplied to the meter socket for proper meter operation.
3. 200A meter sockets shall be furnished by ZBPW. The Customer is responsible for installation, wiring connections, and maintenance of the meter socket.
4. 400 Ampere service shall use class 320 - 7 terminal self-contained socket provided by the customer. The Customer is responsible for installation, wiring connections, and maintenance of the meter socket.
5. Metering installations not covered by paragraphs 1, 2, 3, or 4 as shown above or variations to the above specifications shall be approved in advance by the ZBPW Transmission and Distribution Department.

D. Equipment Location

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 ZBPW. Metering equipment may not be behind debris, locked fences, gates, or obstructions. Decks, walls, vegetation, or any obstruction are not permitted within 36 inches of any ZBPW electrical equipment per the latest revision of the National Electric Code.

ZBPW may require metering equipment to be relocated if the current location does not meet accessibility standards.

ZBPW may approve the installation of metering equipment indoors when there is no suitable outdoor location. Indoor locations shall remain accessible to ZBPW 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 transformer enclosures 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 be run through this equipment.

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

For 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.

E. Multiple Occupancy Buildings

The metering equipment for multiple occupancy buildings, where several floors, apartments, stores, etc. are rented separately, shall be grouped in a ZBPW approved location where they will be Accessible at all times to ZBPW service employees. Metering equipment in multiple occupancy buildings shall be plainly marked with permanent tags identifying the portion of the building served. Such identification is the responsibility of the owner and must be verified prior to meter installation. If identification changes after meter installation or verification does not occur, any billing discrepancies are the responsibility of the owner. Refer to Section 14. Use of Service for further information on the prohibition of resale of electricity in multiple occupancy buildings.

F. Separate Disconnect

Customers shall provide a separate disconnect for utility and emergency purposes for each service that is not a self-contained metered service in multi-occupancy buildings that are installed or upgraded after January 1, 2019. The disconnect shall be Accessible to emergency and utility personnel, capable of interrupting the Customer Load, and lockable by the utility. The disconnect and access to it shall be maintained by the property owner.

Transformer rated services without separate disconnects that are delinquent accounts shall provide a separate disconnect within 90 days of disconnection notice. Failure to do so will result in discontinuation of services until remedied.

G. Meter Calibration Request

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

H. Damaged Meter

The Customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage. This includes damage caused by ice buildup or falling ice. ZBPW will repair or replace any meter so damaged, and the cost shall be billed to the Customer.

I. Primary Metering Guidelines

Customers served with Primary Voltages choose to own and maintain their transformer(s). Customers with individual services requiring transformation above 1,000 kVA are required to be primary metered. The following guidelines will apply:

I. Zeeland Board of Public Works Responsibilities

ZBPW will furnish, install and maintain the primary service and metering equipment and cabinet 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 ZBPW structure to the Customer's property line.

ZBPW shall install the primary service to the Customer's property line or pre-determined location and make final connections at the metering cabinet or overhead rack. Primary metering may be pad mounted or on a Riser Pole (as specified by the ZBPW).

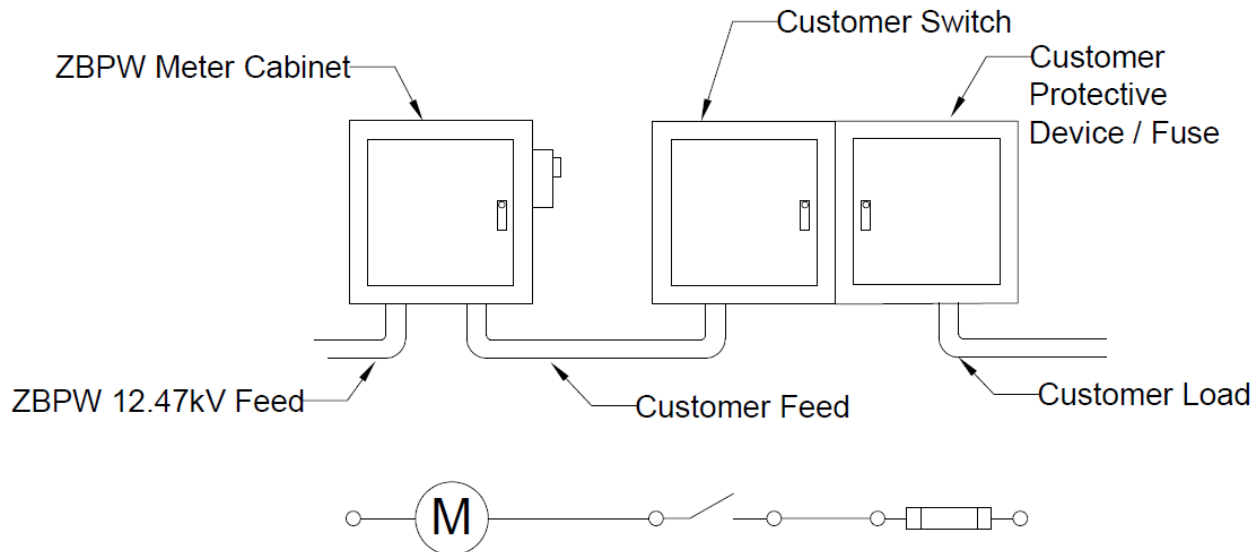
II. Primary Metering Customer

The Customer shall apply to ZBPW for proposed primary service and obtain approval of the location, equipment, and design before starting installation of the service entrance. Customers shall submit a plan view drawing of the installation and shop drawings of switchgear to ZBPW for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense for the Customer and ZBPW.

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 visible open and operating capabilities to both the Customer and ZBPW.

Any exceptions to the above requirements must be approved by ZBPW.

The Customer shall furnish and install cables up to the metering cabinet, as specified in the



"APPLICATION FOR AN EXTENSION OF ELECTRIC LINES" contract. A two-hole NEMA standard lug shall be provided for each conductor including the neutral bus.

J. Transformer Purchase Procedure

In the event that a ZBPW Customer would like to purchase a ZBPW-owned transformer, the following guidelines are established.

1. In the event that an ZBPW Customer is without electricity due to failure of a Customer owned transformer, the Customer may purchase a transformer from the ZBPW inventory in order to restore Power to their facility, as long as there is adequate inventory to meet ZBPW system needs. ZBPW will then order an equivalent replacement to replenish inventory and the Customer will pay for the replacement transformer including sales tax, delivery charges and 10% service charge.
2. If a Customer desires to purchase a ZBPW-owned transformer that is currently in service at the Customer's site, ZBPW may offer the transformer for sale to the Customer for the fair market value of the unit. The market value will be determined by ZBPW based upon the value of used transformers that are currently for sale, but the value shall not be less than 25 percent of the price of the unit when it was purchased new. If the Customer accepts the market price and documents the intent to purchase, ZBPW will declare the transformer surplus and offer it for sale to the Customer for the established price plus any sales tax that may be required.

3. ZBPW provides no guarantee or warranty on the transformer unit or its installation. All Customer owned primary metered and transformer installations must comply with ZBPW primary metering policy and National Electric Code requirements. The Customer is responsible for transformer size requirements and may be required to replace the transformer in order to comply with the National Electric Code.

16. Selection of Rates

The Customer will be placed on the rate schedule deemed appropriate by the ZBPW for the applicable class of service. This classification may not necessarily result in the lowest available rate for the Customer. Commercial and Industrial rate (e.g., Rates B, C, and D) determinations are based on the average or peak demand, load factor, annual energy consumption, time-of-use patterns, power factor, voltage level of service, and other relevant usage characteristics. Rate assignment will occur at the time service is initiated, or within a reasonable time after a change of account or a new service request.

In some cases, a Customer may be eligible to receive service under two or more applicable rates. ZBPW will evaluate the options and determine the rate based on the best information available at the time. The final responsibility for selecting the appropriate rate rests solely with ZBPW.

In the event a Customer is eligible for more than one rate, they may not change from the assigned rate to another until at least twelve (12) months have elapsed. This restriction may not be circumvented by temporarily terminating service. ZBPW may waive this provision if it determines that a rate change is necessary for a permanent rather than temporary or seasonal advantage.

No credits or back-billed amounts will be issued when rates are changed. The new rate will become effective as of the date the change is implemented.

A. Residential Electric Vehicle Charging

ZBPW offers rebates for residential Level 2 EV chargers through the ZBPW Retail Energy Improvement Program (to comply with the Clean and Renewable Energy and Energy Waste Reduction Act, 2008 Public Act ("PA") 295, MCL 460.1001 et seq., as amended).

The Time-of-Use Rate for Residential Customers possessing a Plug-In Electric Vehicle is a required rate for all Customers receiving a rebate from ZBPW for a Level 2, 240V AC, Electric Vehicle (EV) charger installed

at their residence. The rate shall be applied to energy use during on, mid, and off-peak time periods as defined on the approved rate sheet.

Level 2 charging is defined as providing 208-240-volt single phase alternating current energy to an onboard battery of an electric motor vehicle that is registered and operable on public highways in the State of Michigan. Low-speed electric vehicles, including golf carts, are not eligible to take service under this rate, even if licensed to operate on public streets.

Customers shall not back-feed or transmit stored energy from the electric vehicle's battery to ZBPW's distribution system.

B. Non-Residential Electric Vehicle Charging

Electric vehicle chargers owned by Customers for commercial purposes shall be installed on either the Customer's internal electric system, where the Customer's rate shall apply to all energy usage provided to the charging stations, or under a separately metered commercial electric vehicle charging service as described in the Commercial Electric Vehicle Charging Station Rate EVC.

The provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service as described in Section 14.

17. Distribution Line Extensions

A Line Extension Policy by which ZBPW will extend electric lines and facilities to serve Applicants that have made a written application for electric service within the retail service area of the ZBPW is as follows:

1. In the event that upgrading, construction, or extension of facilities is required to provide service to the Applicant, the ZBPW 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 Customer makes an in-aid-to-construction contribution.
2. 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 Customer. 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 Customer. A non-betterment cost excludes the costs of replacement or addition of facilities solely for the benefit and at the election of the ZBPW.

3. Where the estimated construction investment exceeds the established allowable construction credit, the ZBPW will receive from the Customer 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.
4. The allowable construction credits established by this policy are as follows:
 - a. The service furnished to a Customer of the ZBPW 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
<u>Economic Development Rider</u>		
General Secondary (C)	20.87	Per Annual kW
C&I Primary (D)	9.85	Per Annual kW

5. Customers who make connections under this policy are required to sign a five-year contract with the ZBPW for service under the proposed rate. Customers are not allowed to change rates during the five-year period without prior approval of the ZBPW. The ZBPW 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: $1/5 \text{ times } 10,000 = \$2,000$ charge to the Customer.

6. Customers with an existing service who are requesting an upgrade of the facilities to serve additional load, the ZBPW will contribute the following amounts based on the additional (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 Servic	13.99	Per Annual kW
Commrcial Charging Primary	11.67	Per Annual kW
<u>Economic Development Rider</u>		
General Secondary (C)	20.87	Per Annual kW
C&I Primary (D)	9.85	Per Annual kW

(Amount times the estimated annual usage of new load)

7. 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 Customer.

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.

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.

A. Residential

ZBPW will install, own, and maintain all electric lines and equipment up to the Weather Head of the building.

The Customer will install, own, and maintain the secondary service from the Weather Head through the electric meter and all internal residential wiring. The Customer or their representative will provide all needed easements for the line extension. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service.



Meter: Measures the amount of electricity your home consumes, typically in kilowatt-hours (kWh). Utilities use meter readings to determine your monthly bill.

Meter Socket: The mounting device or enclosure on the exterior of your home where the electric meter is installed. It connects the incoming power lines to your home's electrical system and securely holds the meter in place.

Padmounted Transformer: A ground-level, enclosed transformer used in underground utility systems. It reduces high-voltage electricity from distribution lines to a lower voltage suitable for residential or commercial use.

Pole-Mounted Transformer: Typically mounted on a utility pole and steps down high-voltage electricity from distribution lines to a lower voltage suitable for residential or commercial use.

Service Line: Delivers electricity from the utility's distribution system to the customer's meter.

Service Mast: The vertical metal conduit or pipe mounted on your home that carries overhead electrical wires down to the meter. It provides a secure and protected path for electrical service entrance wires.

Service Panel (Breaker Box): The central point inside your home where incoming electricity is divided into individual circuits. It contains circuit breakers or fuses that protect each electrical circuit.

Weather Head: The point where overhead electrical wires from the utility connect to the home's service entrance. It is typically shaped to prevent rainwater from entering the conduit, protecting the electrical connections from moisture.

B. Commercial and Industrial

ZBPW will install, own, and maintain the electric lines and equipment up to the Point of Interconnection.

The Customer will install, own, and maintain the electric lines and equipment from the Point of Interconnection through the wiring in their facility.

The Customer or their representative will provide all needed easements for the service extension. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service.

C. Underground Extensions

All new and upgraded services shall be underground, unless determined by ZBPW.

I. Residential

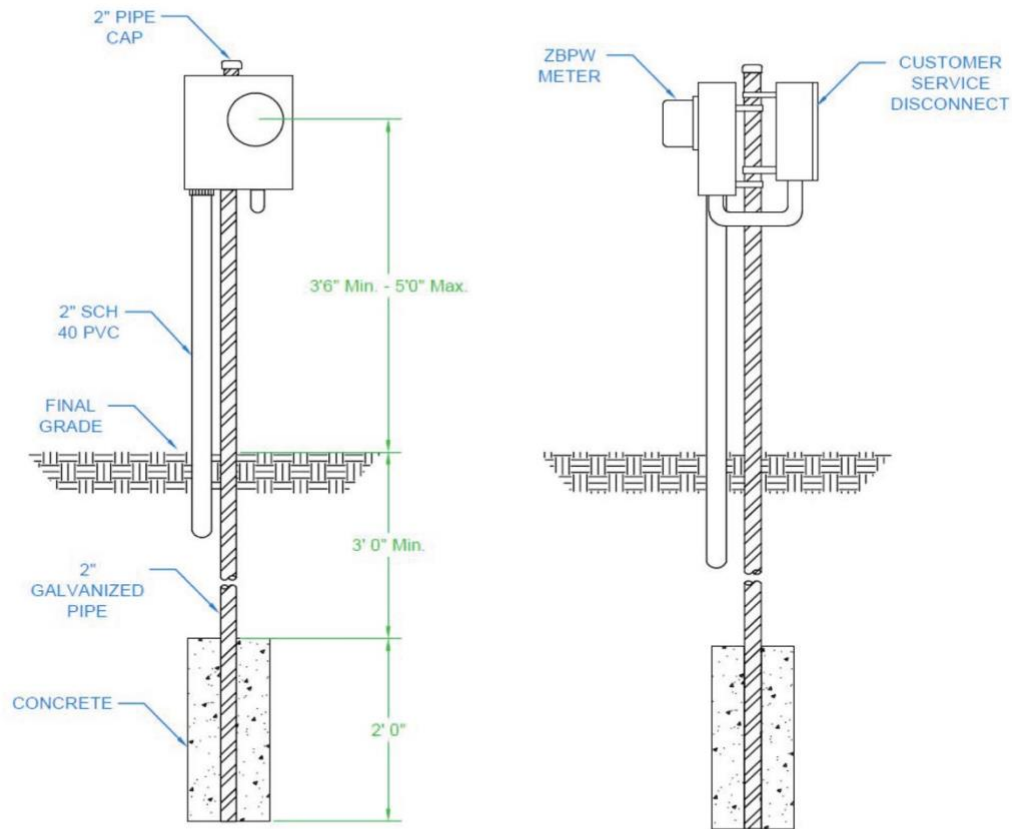
ZBPW will install, own, and maintain all electric lines and equipment up to and including the service pedestal. This equipment shall include, but not be limited to, the primary distribution cable, transformer, transformer pad, secondary cable to the pedestal, secondary cable to the meter socket and the distribution pedestal. Equipment shall be located in the right-of-way, the Customer's property, or on an easement on the Customer's property as prescribed by the ZBPW Transmission & Distribution Department.

The Customer will install, own, and maintain the secondary service from electric meter socket, through their electric meter and all wiring beyond that point.

The Customer will provide all needed easements. The Customer will also provide specifications on all electric Loads, site plans, grading, and any other underground lines.

1. For mobile homes in parks with individual services, ZBPW will own, install, and maintain an underground service to its termination in a ZBPW meter socket. (See diagram below)
2. The socket will normally be mounted on a supporting structure, referred to as a pedestal. The pedestal is owned, installed, and maintained by the mobile home park owner, along with the required service disconnect box.
3. The pedestal and its location must have prior design approval from ZBPW.
4. ZBPW will furnish the meter socket and any service conduit to the meter socket for pedestal installation.
5. Pre-manufactured pedestals must be pre-approved before installing.
6. Individual mobile homes, basement homes, well houses, and other structures as designated by the ZBPW, require a customer-owned service pedestal or pole to support the ZBPW's service conductors, Customer's service conductors, and equipment and the ZBPW's meter.
7. For mobile homes attached to a permanent foundation that are considered a permanent dwelling, a metering pedestal is not required, and the meter socket shall be attached to the permanent structure as required by the ZBPW.

Mobile Home Electrical Metering Standard



Installation Notes:

1. Minimum burial depth for conduit shall comply with NEC requirements.
2. Concrete footing minimum: 2' deep x 6" diameter.
3. Conduits shall be Schedule 40 PVC unless noted.
4. Galvanized support pipe: 3' min. embedded above concrete footing.
5. Meter & disconnect height: 3'6"-5' above grade.
6. All installations shall comply with NEC and ZBPW specifications.
7. ZBPW will provide 200A meter socket and 2" conduit necessary for service entrance.

Revision History

Date	Version	Description
08/29/2025	1.0	Initial Release

II. Commercial and Industrial

ZBPW will install, own, and maintain electric lines and equipment up to and including the transformer. Any ZBPW owned three phase pad mounted transformer shall be located within 25 feet of a drivable surface suitable for truck access. A drivable surface suitable for truck access shall be defined as asphalt paving, concrete, or a gravel four season road that is provided by the Customer or developer, where the surface is Accessible to a driveway, parking lot, or public roadway. If the Customer chooses to own their transformer, 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.

The Customer will install, own, and maintain all secondary service conductors and equipment from the transformer serving their facility. If the Customer owns this transformer, the Customer will install, own, and maintain all conductors and equipment from the primary metering cabinet to their facility.

The Customer will provide acceptable easements. The Customer will also provide specifications on electric Loads, site plans, grading, and any other information needed in order to properly install underground lines.

D. Trenching and Duct

The owner, developer, or Customer shall be required to provide, at no expense to ZBPW, rough grading (within six inches of finished grade) prior to the installation of ZBPW's facilities so that underground electric distribution system and street lighting cables can be properly installed in relation to the finished grade. Owner, developer, or Customer shall install and maintain permanent survey stakes indicating property lines, at no expense to ZBPW, after rough grading, and prior to the installation of ZBPW facilities.

18. Temporary Services

ZBPW will provide temporary electric service for construction purposes, shows, vendors, events, and other non-recurring purposes in accordance with the following terms: Temporary service cannot be used as a permanent service or be connected for more than one year. Temporary connections lasting more than one year must receive prior approval by ZBPW as part of the application for service process. ZBPW has the right to determine whether the temporary service is overhead or underground.

A. Guidelines

1. Application for temporary service must be made by the property owner or building contractor if for construction purposes. A valid address for the temporary service and the permanent billing address of the Customer must be provided.
2. The requesting Customer will be responsible for installation and line extension fees. Usage will be billed to the Customer under an applicable ZBPW rate.
3. All temporary installations must be inspected for code compliance prior to being energized. ZBPW must receive notice of the inspection from the recognized inspection agency. Customers will inform ZBPW when the service may be disconnected. Customers will provide access, easements, specifications on electrical Loads, site plans, or any additional information needed to properly install and provide temporary service.
4. ZBPW must approve the service location.

B. Underground Installation Specifications

1. ZBPW will own and maintain the service pedestal or pad mount transformer from which temporary service will be provided. ZBPW will make the final connection of the Customers underground service conductors in the pedestal or transformer.
2. The Customer will furnish and install underground service conductors from the service to the ZBPW pedestal or transformer. The conductors must be of sufficient length to reach the supply terminals of ZBPW equipment.
3. Conductors must be installed and buried within one (1) foot of the pedestal or transformer.
4. The Customer will have existing underground utilities located before the installation of the underground temporary service or conductors by calling the "MISS DIG" one-call locating system at 1-800-482-7171.

C. Temporary Service Fees

1. Where overhead service can be supplied from existing facilities by installation of a single span of service drop conductors, or underground service can be supplied from an existing pedestal or transformer, a temporary electric service charge will be billed to the Customer.
2. Where it is necessary to install a temporary overhead transformer to provide service, a temporary overhead transformer charge will be billed to the Customer.

3. Where it is necessary to install a temporary pad mounted transformer to provide service, a temporary pad mounted transformer charge will be billed to the Customer.
4. Temporary installations not covered in paragraphs 1 through 3 above shall require a ZBPW Electric Transmission & Distribution engineering estimate to determine cost of providing service. The Customer will be charged for the installation and removal of the required temporary line extension.
5. Where a portion of a temporary line installation can be used as part of a permanent line extension, the cost of that portion will be evaluated as a permanent line extension subject to ZBPW Distribution System Extension section above.

19. Relocation of Utility Facilities

It is the intent of ZBPW to cooperate with public and private developers in relocating its electric facilities within a public right-of-way or existing easement when requested by a developer. The cost for such relocation shall be borne by the developer, shared with the developer, or absorbed by ZBPW as determined in the following guidelines.

1. ZBPW shall relocate its facilities consistent with the request provided that the relocation can be accomplished within approved design standards and governing codes. ZBPW shall not be obligated to relocate its facilities inconsistent with such standards and codes.
2. Private developers shall be responsible for the full cost, including administrative and overhead costs, for the relocation of ZBPW facilities within public rights-of-way or existing easement. When facility relocation is requested as part of a new development that will generate new revenue for ZBPW, and the relocation is authorized by ZBPW engineering personnel as being required to complete the project, the relocation costs will be considered as part of the installation costs and will be addressed by Line Extension Policy in Section 17. Any relocation that is cosmetic in nature or of a personal preference, and not required for the delivery of electricity, is solely the responsibility of the developer.
3. ZBPW shall absorb the cost of relocation when requested by the unit of government responsible for the public right-of-way or existing easement in order for that unit of government to carry out a general public improvement.
4. The cost of relocation of ZBPW facilities in the public right-of-way or existing easement shall be borne by the government unit requesting the relocation if the development is for proprietary purposes as opposed to governmental purposes.

5. If the unit of government forces ZBPW out of the right-of-way or existing easement, the cost of the relocation shall be borne by the governmental unit.

A. Street Lighting

ZBPW may install street lighting in areas served by its distribution system subject to the governing entity's approval, ZBPW approved standards, and the ZBPW rate schedule. ZBPW may provide underground street lighting in areas directly served by underground distribution systems according to the following rules:

1. Where applicable, street lighting facilities including standards, luminaires, cables, and associated facilities will be installed after curb and gutter installation.
2. Underground conduits shall be installed under all drivable surfaces.
3. Where applicable, a reasonable effort should be made by the governing entity and its contractor to coordinate the installation of conduits during road and driveway construction.
4. Conduits will be installed across all quadrants of intersections where streetlights are proposed at locations to be specified by the ZBPW Transmission & Distribution Department. ZBPW's Transmission & Distribution Department may reduce or increase the number of conduits to meet the conditions of the system or site.
5. Where concrete is continuous between curb and sidewalk and or property line, conduits shall be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by ZBPW's Transmission & Distribution Department.
6. Standards and poles will be installed three (3) feet behind the back of curb or drivable surface and six (6) feet from any curb radius or driveway. Exceptions shall be approved by ZBPW's Transmission & Distribution Department.

B. Security Lighting

Upon a Customer's request, ZBPW will install security light(s) on a Customer's property, at a fixed monthly rate, subject to the following rules. Rates and service definition can be found in the ZBPW rate schedules.

1. ZBPW will furnish and install a complete dusk-to-dawn lighting fixture, including one span of wire not exceeding 160 feet, without the Customer incurring an installation charge. Distances greater

than 160 feet of wire and/or requiring pole will be charged to the Customer as an installation charge. The unit will be controlled by a photoelectric cell. Switches are not permitted. Any applicable state and federal taxes will be added to the Customer fees indicated in the rate schedule. No discount will apply for security lights.

2. The Customer will grant an easement, at no cost to ZBPW, for necessary pole(s) and the right of ingress and egress to service the lighting unit.
3. The Customer will agree to pay the monthly charges indicated in the rate schedule for a minimum of forty-eight (48) months. If the service is disconnected at the Customer's request at any time in that forty-eight (48) month period, the balance that would be billed for the remaining portion of that minimum period will become immediately due. The amount due will be calculated as the number of months remaining multiplied by the monthly rate in effect at the time of the disconnection.

20. Use of Electric Poles and Equipment

ZBPW's poles, wires, and equipment, together with any interconnections thereof, are the exclusive property of ZBPW, and the service connection of a Customer's premises to them does not entitle the Customer to any use of them, except as permitted by the ZBPW and as necessary for the delivery of ZBPW's service to the Customer.

The use of any part of ZBPW's electric distribution system without prior ZBPW approval is expressly prohibited.

A. Authorized Attachments

ZBPW may enter into a pole attachment agreement providing joint use of certain of its poles. The use of any pole by anyone without first having entered into a written agreement with ZBPW is prohibited. Any applicant desiring to attach to a ZBPW pole must follow the pole attachment application processes and pole make ready processes of the ZBPW, complete the applications, sign required agreements and agree to pay all reasonable and established charges. Processes, applications, and agreements are available upon request. Only approved and certified contractors are authorized to attach equipment on ZBPW poles.

B. Unauthorized Use and Removal

The unauthorized attachment (including painting or marking) of any signs, banners, lines, cables, equipment, or any other matter to ZBPW's poles or equipment is prohibited.

Authorization may be granted by ZBPW designated representative based upon purposes permitted by Michigan state law and requirements of governmental authority for the health, safety, or welfare of the general public.

ZBPW may remove or cause to be removed, without notice, any unauthorized foreign matter from its poles at the expense of the Customer, the person(s) attaching the unauthorized matter or, in the event neither can be identified, the individual, firm, or organization which appears to be the primary sponsor, user or beneficiary of the unauthorized matter. ZBPW will observe reasonable precautions to prevent any damage resulting from such removal but will not be liable for any damage thereto.

21. PURPA Qualifying Facilities

The ZBPW permits Customers to install distributed generation systems that meet the requirements of the Public Utility Regulatory Policies Act of 1978 (PURPA). All installations shall conform to the latest applicable rules specifying terms, conditions and interconnection requirements.

A. Availability

Applies to Customers who own and/or operate an Electric Power generating facility using cogeneration or fuels derived from biomass, waste, or renewable energy sources, and which is a 'Qualifying Facility' (QF) as prescribed by rules of PURPA.

ZBPW may, at its own discretion, limit the cumulative total nameplate generating capacity of all QFs interconnected to the distribution system.

B. Application and Enrollment

Customer shall make a formal application for interconnecting a QF by completing an application available via the ZBPW. In addition to submitting an interconnect application, the Customer must pay required application fees and agree to pay all ZBPW costs associated with evaluating and interconnecting the QF.

After ZBPW has completed the evaluation with an interconnection study, and approved the proposed interconnection, the Customer will be required to enter into an “Interconnection and Operating Agreement.”

C. Interconnection Requirements

The interconnection must be in compliance with PURPA and Federal Energy Regulatory Commission (FERC) rules and regulations. ZBPW shall own and install any interconnection facilities on the utility side of the meter required for the QF. However, costs associated with the installation and maintenance of the QF, including the interconnection evaluation, costs of connection, switching and metering, transmission and distribution, safety provisions, control devices, and any administration costs incurred by ZBPW directly related to the installation and maintenance of the QF are the responsibility of the Customer. Additionally, the Customer shall pay for the actual cost of relocating and/or rearranging existing facilities to allow interconnected QFs.

The QF shall be subject, at all reasonable times, to an inspection by an ZBPW authorized representative and shall comply with the electrical parameters identified in the latest edition of The Institute of Electrical and Electronic Engineers “Standards for Interconnecting Distributed Resources with Electric Power Systems” (IEEE Standard 1547). This includes, but is not limited to, requirements related to voltage regulation, reactive power capability and power factor control, frequency regulation, voltage and frequency ride-through performance, protection coordination and fault detection, synchronization, grounding methods, harmonic distortion limits, electromagnetic interference, islanding detection and prevention, and interoperability and communication capabilities.

The QF must cease parallel operation upon notification by the ZBPW during system outages and other emergency or abnormal conditions if such operation is determined to be unsafe, interferes with the supply of service to others, or interferes with system operation or maintenance. In the event that the

QF damages ZBPW's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of the damaged portion or equipment.

The ZBPW shall not be liable to the Customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the QF, and associated equipment and wiring, except to the extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection nor non-rejection nor in any other way does the ZBPW give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises, including the QF.

The Customer shall indemnify and hold harmless the ZBPW, its commissioners, managers, employees, agents, consultants, attorneys and assigns from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, payments and liabilities, together with any costs and expenses (including attorneys' fees) incurred in connection with, resulting from, relating to or arising out of the construction, installation, operation, maintenance and repair of the QF, including the Customer's failure to comply with the Interconnection requirements or any abnormality or failure in the operation of the QF, or any adverse impact to the ZBPW's system or its other Customers.

D. Standby Service

Qualifying Facilities under this section may elect to purchase any or all standby services at the rates described below.

1. **Standby Rate (SB)** – Monthly charge applied to the subscribed nameplate capacity (kW) of QF for which ZBPW provides back up service.
2. **Supplemental Power (SP)** – Monthly charge based upon Customer's rate due to QF not providing, on a regular basis, all Power requirements
3. **Maintenance Power/Unscheduled Outages (MP)** – Daily charge on kW for subscribed nameplate capacity if Customer schedules maintenance during the On-Peak time period.

22. Zeeland Board of Public Works Fee Schedule

Electric Utility Miscellaneous Charges		
Type	Charge	When applied
Non-sufficient funds (NSF) charge	\$30.00	Per occurrence
Service Transfer Fee	\$10.00 (water) \$15.00 (electric)	New account assessed at 1 st billing

Electric Utility Fees and Charges			
Type	During (?)	Charge	Charge
		M-F 7:30 a.m. – 3:30 p.m.	After 3:30 p.m.
Reconnection fee for non-payment	Disconnect	\$55.00	Additional \$65.00
	Reconnect	\$55.00	
Reconnection fee for meter tampering	Disconnect	\$100.00	\$100.00
	Reconnect	\$100.00	\$100.00
Voluntary disconnect fee	Disconnect	Up to \$55.00	\$75.00

(each occurrence)	Reconnect	Up to \$55.00	\$75.00
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Description	When Applied	Charge	Per
Meter Tampering	When discovered. (Damaged equipment will result in additional charge for the meter plus Meter Tampering Charge.)	\$500.00	-
Damaged Meter	When discovered.	Materials and labor costs	-
Temporary service fee		\$110.00 plus electricity cost. Additional charges are possible to cover construction costs.	Each service installation

**Electric Utility
Fees and Charges (continued)**

Description	When Applied	Charge	Per
Flat Rate Service	Non-Residential services that Zeeland BPW determines meet flat rate criteria. (Streetlights, Cable Boosters, Tornado Sirens, etc.)	Varies - based on cost to serve	Each service installation
Non-transmitting meter provision	Residential customers may have the option to choose a non-transmitting meter.	\$110.00 one-time initial fee \$10.00 per month	Waived in circumstances where provision applies to both electric and water meters at the same location.

Customer-requested service investigation or meter reading		\$110.00 No charge for any valid metering issue.	Each occurrence
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Electric Utility Fees and Charges (continued)		
Description	When Applied	Charge
Security deposit – Residential	For each rental unit acct without landlord affidavit of billing responsibility and lease/regulations copy	\$100.00
	For each rental unit account with a landlord affidavit of billing responsibility and lease/regulations copy	\$200.00
	For each residential customer following each reconnect occurrence for non-payment	\$100.00

Security deposit – Commercial/Industrial	ZBPW may require a security deposit for Commercial and Industrial accounts	Two (2) times average monthly billing
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

Single family residential service		
Description	When Applied	Charge
Overhead distribution to overhead service	New service when requested by customer	\$200.00 connection fee plus wire over 100 feet and equipment charges
Underground service	New service or existing overhead to underground service conversion - when requested by customer	\$200.00 connection fee (New Service Only) & \$5.81 per trench foot or \$10.96 per boring foot
Mobile home (within mobile home park)	New service when requested by customer and within mobile home park	\$200.00 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	\$100.00 per unit connection fee

	New service – ZBPW furnishes and installs wire from meter(s) to service point.	\$100.00 per unit connection fee plus \$8.63 per trench foot or \$12.80 per boring foot.
Commercial / Industrial Service		
Description	When Applied	Charge
Overhead distribution to overhead service	New single phase service when requested by customer	\$250.00 connection fee plus wire over 100 feet and equipment charges
	New three-phase service when requested by customer	\$400.00 connection fee plus wire over 100 feet and equipment charges
Commercial / Industrial Service		
Description	When Applied	Charge
Overhead distribution to underground service	New service single-phase when requested by customer	\$250.00 connection fee \$8.63 per trench foot or \$12.80 per boring foot
	New service three-phase when requested by customer	\$450.00 connection fee & \$14.49 per trench foot or \$19.85 per boring foot
	Existing service single-phase change when requested by customer	\$8.63 per trench foot or \$12.80 per boring foot
	Existing service three-phase change when requested by customer	\$14.49 per trench foot or \$19.85 per boring foot
Relocations, damages, etc.	Requested relocations and/or damages	At cost

Underground distribution to underground service	New service single-phase when requested by customer	\$250.00 connection fee plus \$8.63 per trench foot or \$12.80 per boring foot
	New service three-phase when requested by customer	\$500.00 connection fee plus \$14.49 per trench foot or \$19.85 per boring foot
	Existing service single-phase change when requested by customer	\$8.63 per trench foot or \$12.80 per boring foot
	Existing service three-phase change when requested by customer	\$14.49 per trench foot or \$19.85 per boring foot