

AGENDA for the Zeeland Board of Public Works
3:30 p.m. – Tuesday, December 9, 2025
Zeeland Board of Public Works
Water Warehouse Meeting Space
330 E. Washington Ave., Zeeland, MI 49464

1. Call Meeting to Order – Announcement of Quorum
2. Review and Approve Minutes of the November 11, 2025 Regular Meeting*
3. Public Comment
4. Safety Minute
5. Financial Reports*
 - A. Electric Utility Statement of Revenues and Expenditures
 - B. Water Utility Statement of Revenues and Expenditures
 - C. Cash Disbursements
 1. Electric
 2. Water
 - D. Summary of Cash Position and Recommended Cash Transfers
6. Department Reports, Project Updates, Bid Recommendations
 - A. Accounting, Finance & Customer Service
 1. Finance & Customer Service Department Report
 2. Informational – Church Street Reconstruction Project Update
 - B. Water
 1. Water Department Report
 - C. Transmission & Distribution
 1. T&D Department Report
 - D. Power Supply and Market Operations
 1. Power Production Department Report
 2. MPPA Capacity Sale Recommendation, Planning Year 2026/27*
7. Other Business
 - A. Approve Board of Commissioners 2026 Board Meeting Schedule*
 - B. Approve Water Terms of Service*
 - C. Approve Electric Terms of Service*
 - D. Upcoming Events
8. Enter Closed Session*
9. Exit Closed Session*
10. Adjourn

* denotes Board Action requested

Regular Meeting
Board of Public Works
Water Warehouse
November 11, 2025

The regular meeting of the Board of Public Works Commission was held at the BPW Water Warehouse, 330 E. Washington, Tuesday, November 11, 2025. Chairperson Boerman called the meeting to order at 3:30 p.m.

PRESENT: Commissioners – Chairperson Boerman, Vice Chair Cooney, Walters

ABSENT: Commissioners – VanAst (attended via Teams), Query

Staff Present: BPW General Manager Boatright; Electric Power Supply & Market Operations Manager Mulder; Electric, Transmission and Distribution Manager Coots; Water Operations Manager Postma, City of Zeeland ACM/Finance Director Plockmeyer, City of Zeeland IT Director Maloney; Water Service Technician Wolters

Guest Present: Jillian Jurczyk, Utility Financial Solutions

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the minutes of the October 14, 2025 Regular Meeting. Motion carried. All voting aye.

Public Comment

Joseph Purnell McCarter of Georgetown Township, representing the Save The Campbell effort, offered commentary on the 2nd round of “Save The Campbell” Resolutions.

Safety Minute

The Safety Minute this month was “Complacency”

Introduction of New Employee

Chris Wolters has been hired to fill the vacant Water Service Technician position and was in attendance at this meeting to be introduced to the Commissioners. His first day was Wednesday, November 5, 2025. He comes to the Zeeland BPW with almost two decades of experience as a public utility worker. He played a key role with his former employer. His vast knowledge of water and wastewater will help propel the Water Department to the next level. Chris was born and raised in Holland. He graduated from Holland Christian High School in 2006. He and his wife currently live on the southeast side of Zeeland with their two children.

25.054 Approve Cash Disbursements and Regular Monthly Transfers

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the September, 2025 cash disbursements and the regular monthly transfers for the month of September, 2025 as follows:

Cash and Investments as of :	September 30, 2025	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,676,506	\$ 1,760,536	-
Accumulated Debt Service (in Receiving Fund)	-	-	-
Recommended Transfers for the Month:	September-25		
		<u>Electric</u>	<u>Water</u>
Receiving	(934,145)	(1,288,400)	-
Accumulated Debt Service	-	-	-
Plant Improvements and Contingency	876,500	1,288,400	-
General Fund (per charter provision)	57,645	-	-

Motion carried. All voting aye.

Consultant Jillian Jurczyk presented the Electric Rate Design presentation, prepared by Utility Financial Solutions, LLC, which outlines a planned 1.5% annual system rate adjustment for January 1 of 2026, 2027, and 2028. The design also includes a \$0.015 Power Cost Adjustment (PCA) true-up, establishing a new PCA base rate of \$0.060 to align with increased power supply costs. These updates are part of Zeeland BPW's continued efforts to ensure cost-based, financially stable, and transparent electric rates consistent with long-term system reliability and operational sustainability.

Accounting, Finance & Customer Service Report

ACM/Finance Director Plockmeyer updated the Board on current operations status, activities and projects.

Director Plockmeyer explained the 2026 Water Rate Design, prepared by Utility Financial Solutions, LLC, recommends an overall 4.9% revenue increase to maintain adequate reserves, recover inflationary and debt-related costs, and ensure continued reinvestment in water utility infrastructure. This adjustment aligns with the multi-year cost-of-service plan initiated in 2025 to sustain the long-term financial stability of the water utility.

The accompanying Ordinance formally updates Section 40-121 of the Zeeland City Code to reflect the revised water rate schedule, including readiness-to-serve and commodity charges. These rates continue to be cost-based, equitable, and consistent for water utility customers served by the Zeeland BPW.

25.055 Approve 2026 Water Rate Revision Ordinance No. 1045

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the proposed 2026 Ordinance language as presented and recommend that this action item be placed on the November 17, 2025 City Council agenda for consideration and adoption. Motion carried. All voting aye.

Discussion continued regarding the proposed Electric rate revisions .

The accompanying Ordinance updates the City Code to reflect the new electric rate schedules, ensuring consistency with Zeeland BPW's approved rate design and cost-of-service principles.

25.056 Approve 2026 Electric Rate Revision Ordinance No. 1044

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the proposed Electric Rate Design and corresponding Ordinance language as presented and recommend that this action item be placed on the November 17, 2025 City Council agenda for City Council consideration and adoption. Motion carried. All voting aye.

Director Plockmeyer explained at its May 10, 2024 meeting, the BPW Board approved an allocation agreement between the Zeeland BPW and the Holland BPW for a class action settlement resolving claims related to PFAS contamination in drinking water systems. This settlement limits Zeeland BPW's ability to pursue future claims against the defendants (3M and DuPont) for any future PFAS contamination issues. Zeeland BPW's share of the settlement to-date has totaled \$1,482,983.73. An additional and likely final payment of \$873,248.53 is expected in spring 2026, resulting in a total settlement amount of \$2,356,232.26.

Director Plockmeyer further explained that while Zeeland BPW currently has no PFAS-related issues in its water system and no planned improvements related to PFAS, this situation could change over time. Given the potential for future treatment requirements, staff recommend that the Board take formal action to designate the settlement funds for potential future PFAS treatment costs. This action would create an internal fund balance designation and a corresponding note in our financial statements, committing these funds for this purpose unless a future Board takes formal action to reallocate them. Segregating these funds will also allow the account to accrue interest, which could be used to offset future PFAS-related expenses. Establishing this designation demonstrates prudent financial management and ensures that both the current and future Boards consider the intended use of these funds before making any spending decisions.

25.057 Approve Request to Commit PFAS Settlement Funds

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the recommendation that the Zeeland Board of Public Works commit the PFAS settlement funds, totaling \$2,356,232.26, for the purpose of addressing potential future PFAS treatment needs. Motion carried. All voting aye.

Water Department Report

Water Operations Manager Postma updated the Board on activities, current operations status, and projects.

Manager Postma explained four (4) bids were received on Thursday, October 23, 2025 for the reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road and Cemetery Drive project. All bids were reviewed and checked for accuracy. Diversco Construction Co. submitted the low bid for the project in total amount of \$3,718,876.00. The engineer's estimate was \$4,142,000.00. The bid amount from Diversco Construction Co. for Zeeland BPW Water is \$413,923.00. Additional costs that need to be included in the project are Engineering & Administration (\$50,752.80) and project contingency (\$47,316.30), for a total bid award amount of \$511,992.10. Staff request an additional five (5) percent of the total project cost (\$25,600) to be included to cover the BPW internal labor costs for a total project budget amount of \$537,592.00

- Construction \$413,923.00
- Engineering & Administration \$50,752.80
- Construction contingency \$47,316.30
- Capitalized wage for ZBPW \$25,600
- Total project \$537,292.00

In collaboration with the City of Zeeland's street reconstruction program, this project will be executed in two stages. The first stage extends from the Clean Water Plant to Central Avenue (funded by the City with utility contributions), and the second from Central Avenue to Washington Avenue (incorporating MDOT grant funding). Upon the bid award of the second stage of construction anticipated in December 2025, staff will be requesting a capital budget amendment for FY 2026 in an amount based costs for both stages of construction.

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
Diversco Construction	Grand Rapids, MI	\$537,592.00	YES	RECOMMENDATION

Manager Postma explained this plan will provide significant benefits for future development within the city. At their November 3 regular meeting, Zeeland City Council approved the Church Street Reconstruction project bid award subject to Board of Commissioner approval.

25.058 Approve Church Street Reconstruction Project

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to award this water main construction contract to Diversco Construction in the amount \$537,592.00. Motion carried. All voting aye.

Manager Postma explained in conjunction with increased demand in our high-pressure district and the need for added reliability, the addition of a 3rd pump at Carlton Pump Station is critical for our water systems' long-term success in high demand situations. The 3rd pump will provide the following enhancements.

- Provide redundancy to ensure daily demands are available
- Utilize innovative technology
- Allow us to operate using best practice when maximum daily flows approach 90% of firm capacity.

As this capital expenditure was not anticipated in the FY2026 capital improvement budget, staff request repurposing of two FY2026 CIP budgeted projects that will be non-performed - SCADA system replacement (\$150,000); paving 80th St. Tank parking area (\$50,000).

Staff are requesting approval for the engineering/design/bidding processes, and construction supervision at Carlton Pump Station in the total amount of \$92,137.50 which is comprised of the following:

- Preliminary design \$20,650.50
- Design & Construction Engineering \$27,414.50
- Bidding Phase \$4,357.00
- Construction Phase \$35,328.00
- Contingency (5%) \$4,387.50

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
Moore & Bruggink	Grand Rapids, MI	\$92,137.50	YES	RECOMMENDATION

The installation and construction portion of this project will be included in the FY2027 CIP budget.

25.059 Approve Carlton Pump Station 3rd Pump Addition Professional Services

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to award the engineering/design/bidding processes, and construction supervision for the Carlton Pump Station 3rd Pump addition to Moore & Bruggink Consulting Engineers in the total amount of \$92,137.50. Motion carried. All voting aye.

Transmission and Distribution Operations Report

Manager Coots updated the Board on current activities including the T & D Department Report.

Electric Power Supply & Market Operations Report

Manager Mulder updated the Board on current operations status, activities, projects and buildings & grounds.

Other Business

Approve MPPA Commercial & Industrial Demand Response Resolution and Participation Agreement

General Manager Boatright shared that the Michigan Public Power Agency (MPPA) has proposed a Commercial & Industrial Demand Response Project, developed in partnership with Voltus, a third-party demand response implementer. The program enables Zeeland BPW's Commercial and Industrial (C&I) customers to voluntarily reduce electric demand during grid emergency events in exchange for compensation. Participation in the program will provide Zeeland BPW with a no-cost, no- or low-risk opportunity to enhance system reliability, support sustainability goals, and strengthen the local economy by keeping performance payments within the community. The program also positions the Zeeland BPW competitively among other utilities offering similar customer options.

25.060 MPPA Commercial & Industrial Demand Response Project

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the Resolution authorizing participation in the MPPA Commercial & Industrial Demand Response Project and execution of the corresponding MPPA Master Participation Agreement thereby enabling Zeeland BPW to participate in the program and extend participation opportunities to eligible C&I customers. Motion carried. All voting aye.

Informational – Water and Electric Terms of Service

General Manager Boatright provided a summary of key content updates in the newly developed Zeeland BPW "Terms of Service" documents for Water and Electric, which replaces the prior document titled "Rules and Regulations". The new Terms of Service enhance clarity, strengthen customer protections, and align ZBPW policies with current regulatory and operational standards.

Draft copies of the proposed Water Terms of Service and Electric Terms of Service documents were included in the Board meeting packet for reference. The former Rules and Regulations documents have been retitled Terms of Service (Terms) to reflect their function as a customer-facing agreement that defines service conditions, customer responsibilities, and rights. The revised format improves readability, simplifies legal language, and aligns with current utility communication standards.

A more comprehensive glossary has been added to define key terms such as “critical care customer”, “medical emergency”, “eligible senior citizen”, and “tenant”, and so on. The Terms now include detailed criteria and certification procedures for customers qualifying as critical care or medical emergency households. The policy specifies documentation requirements, renewal timelines, and allowable postponement periods for shut-off, ensuring fair and consistent application. These additions ensure consistent application of policies and compliance with applicable regulations. The new Terms document includes enhanced language clarifying procedures for service disconnection and restoration. Details include the required notification process, payment arrangements, and reconnection procedures. Customer protections for senior citizens, low-income households, and medical or critical-care customers are consolidated into a single, clear policy. The new Terms provide clear guidance for properties served by master meters, specifying that the landlord or management authority is the customer of record and fully responsible for payment of all utility charges. The revised Terms include explicit references to cross-connection and backfeed prevention requirements under the ZBPW’s water cross connection and electrical safety and interconnection standards.

No Board action was being requested at this meeting. Staff asked the Commissioners to review the documents and be prepared to consider a recommendation for approval of the at the December 2025 Board of Commissioners meeting. As part of this initiative, staff will also introduce companion legislation that removes the former “Rules and Regulations” and “Fees and Charges” sections from the Zeeland City Code and enables future revisions of these documents to be accomplished by Resolution of the Board of Commissioners and City Council. This approach will streamline the update process, allowing more timely administrative revisions while maintaining appropriate oversight and transparency. General Manager Boatright requested that Commissioners contact him if there are any questions in the meantime.

Informational – MPIA Fall 2025 Board Meeting Summary

General Manager Boatright shared highlights from the October 28, 2025 MPIA Board of Directors meeting including:

Investment Portfolio Performance - The MPIA investment portfolio continues to show strong performance through the third quarter of 2025. As reported by Diamond Capital Management / The National Bank of Indianapolis, the Zeeland’s MPIA portfolio achieved a 5.43% return for Q3 2025, exceeding the blended benchmark return of 4.97%.

Election of Officers - Chair Andrew Boatright announced his planned retirement in September 2026 and recommended a succession plan for the Board’s leadership. The proposed slate included: Rob Shelley – Chair / Secretary; Andrew Boatright – Vice Chair / Treasurer. This recommendation was approved.

ZBPW Storm Damage Claim Estimate - A severe storm on September 20, 2025 caused significant damage to the Zeeland Board of Public Works’ electric distribution system, with estimated losses between \$100,000 and \$150,000. The event downed six power poles and caused outages for over 700 customers, most of whom regained power within two hours, though 26 customers experienced extended outages of up to 19 hours. Mutual aid from Holland, Lowell, Coldwater, and Niles was instrumental in a swift restoration effort. The recommendation to the Board was to authorize the insurance claim related to this incident and proceed with reimbursement through MPIA once final accounting is complete. This recommendation was approved.

The October 18 MPIA Board meeting agenda and draft minutes were also provided as part of the Board of Commissioner’s meeting materials.

Upcoming Events

- **Next Regular ZBPW Board Meeting, Tuesday, December 9, 2025, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland**
- New Utility Billing System Go-Live Date, Monday, November 17, 2025
- Power Supply Strategic Planning and Stakeholder Engagement Initiative - Stakeholder Working Group Meeting #1, Tuesday, November 18, 2025, 4:00 – 6:00 p.m., Howard Miller Library / Community Center West Activity Room

- Holiday Power Dollars Distribution, Monday, December 1 – Friday, December 12, 2025
- Zeeland Magical Christmas Parade, Monday, December 1, 2025, 6:30 p.m., Downtown Zeeland
- All Staff Holiday Luncheon, Wednesday, December 3, 2025, 11:30 a.m. – 1:30 p.m., North Warehouse (Commissioners welcome!)

Motion was made and supported that the regular meeting be adjourned at 5:35 p.m. Motion carried. All voting aye.

Andrew Boatright, General Manager

Zeeland Board of Public Works
Statement of Revenue & Expenses
Electric Utility Fund
October 2025

GL NUMBER	ACTIVITY FOR MONTH 10/31/2025	ACTIVITY % OF OPERATING REVENUE	October 2025 BUDGET	BUDGET % OF OPERATING REVENUE	COST AS BUDGET % OF ACTUAL REVENUE	DELTA F/(U)	YTD BALANCE 10/31/2025	2025-26 AMENDED BUDGET	2025-26 REMAINING BUDGET	PRIOR YEAR YTD BALANCE 10/31/2024
Fund 582 - ELECTRIC UTILITY FUND										
	CHARGES FOR SERVICE	3,090,563.70		3,198,524.70			13,749,355.63	38,769,996.34	25,020,640.71	13,326,249.49
	OTHER REVENUE	7,318.12		6,630.53			20,868.91	80,370.00	59,501.09	22,718.83
TOTAL OPERATING REVENUES		3,097,881.82		3,205,155.22			13,770,224.54	38,850,366.34	25,080,141.80	13,348,968.32
240 - CONTINGENCIES		0.00		0.00%	13,955.45	0.44% \$	13,488.38 \$	13,488.38	0.00	169,157.00
252 - FRINGE BENEFITS		0.00		0.00%	123.75	0.00% \$	119.61 \$	119.61	0.00	1,500.00
536 - POWER PRODUCTION		103,248.42		3.33%	107,540.90	3.36% \$	103,941.61 \$	693.19	371,954.88	1,303,526.00
537 - INTERCHANGE POWER		2,394,559.69		77.30%	2,137,424.52	66.69% \$	2,065,887.02 \$	(328,672.67)	8,771,840.28	25,908,176.00
539 - TRANSMISSION		659,492.84		21.29%	358,944.63	11.20% \$	346,931.11 \$	(312,561.73)	1,582,309.48	4,350,844.00
540 - UTILITY LINES		159,034.44		5.13%	159,974.37	4.99% \$	154,620.18 \$	(4,414.26)	575,705.02	1,939,083.23
542 - STREET LIGHTING & SIGNALS		311.94		0.01%	510.32	0.02% \$	493.24 \$	181.30	3,204.26	6,185.67
543 - METERS		242.24		0.01%	3,584.98	0.11% \$	3,464.99 \$	3,222.75	4,359.00	43,454.30
545 - SUBSTATIONS		20,110.38		0.65%	18,169.95	0.57% \$	17,561.82 \$	(2,548.56)	83,395.79	220,241.85
546 - ACCOUNTING		17,689.96		0.57%	32,332.76	1.01% \$	31,250.61 \$	13,560.65	76,324.99	391,912.23
547 - ADMINISTRATION		81,827.81		2.64%	143,098.72	4.46% \$	138,309.35 \$	56,481.54	393,338.55	1,734,529.97
551 - CLEAN ENERGY PROGRAM		91,702.54		2.96%	37,125.00	1.16% \$	35,882.46 \$	(55,820.08)	211,757.65	450,000.00
571 - BUILDINGS & GROUNDS		16,638.56		0.54%	28,823.12	0.90% \$	27,858.43 \$	11,219.87	68,107.35	349,371.10
572 - INSURANCE & BONDS		35,307.15		1.14%	41,701.28	1.30% \$	40,305.57 \$	4,998.42	141,228.60	505,470.00
576 - CAPITAL CONTRIBUTIONS		0.00		0.00%	4,125.00	0.13% \$	3,986.94 \$	3,986.94	0.00	50,000.00
TOTAL OPERATING EXPENDITURES		3,580,165.97		115.57%	3,087,434.74	96.33% \$	2,984,101.32 \$	(596,064.65)	12,283,525.85	37,423,451.35
										25,139,925.50
										11,099,404.06
Fund 582 - ELECTRIC UTILITY FUND:										
NET OF OPERATING REVENUES & EXPENDITURES		(482,284.15)			117,720.49			1,486,698.69	1,426,914.99	(59,783.70)
										2,249,564.26
NON-OPERATING REVENUES										
Equity Adjustment in MPIA		282,938.00			82,500.00			1,551,165.21	1,000,000.00	(551,165.21)
Equity Adjustment in MPPA		15,429.37			8,250.00			60,608.34	100,000.00	39,391.66
Interest Earnings - Imp & Add		58,314.32			16,500.00			190,846.69	200,000.00	9,153.31
Sale of Fixed Assets		0.00			2,475.00			12,000.00	30,000.00	18,000.00
Capital Contributions		0.00			4,125.00			8,688.75	50,000.00	41,311.25
TOTAL REVENUES		3,454,563.51			3,319,005.22			15,593,533.53	40,230,366.34	24,636,832.81
										14,388,542.40
NON-OPERATING EXPENSES										
550 - DEPRECIATION		239,276.64		7.72%	241,554.72	7.54% \$	233,470.12 \$	(5,806.52)	957,106.57	2,927,936.00
965 - TRANSFERS OUT		57,644.50		1.86%	57,068.06	1.78% \$	55,158.04 \$	(2,486.46)	230,578.00	691,734.00
TOTAL EXPENDITURES		3,877,087.11			3,386,057.51			13,471,210.42	41,043,121.35	27,571,910.93
NET OF REVENUES & EXPENDITURES		(422,523.60)			(67,052.29)			2,122,323.11	(812,755.01)	(2,935,078.12)
										2,209,316.18

Zeeland Board of Public Works
Statement of Revenue & Expenses
Water Utility Fund
October 2025

GL NUMBER	ACTIVITY FOR MONTH 10/31/2025		October 2025 BUDGET	BUDGET % OF OPERATING REVENUE	COST AS % OF ACTUAL REVENUE	DELTA F/(U)	YTD BALANCE 10/31/2025	2025-26 AMENDED BUDGET	2025-26 REMAINING BUDGET	PRIOR YEAR YTD BALANCE 10/31/2024
	ACTIVITY % OF OPERATING REVENUE	OPERATING REVENUE								
Fund 591 - WATER UTILITY FUND										
	CHARGES FOR SERVICE	398,571.06	472,240.72				2,261,961.19	5,808,619.00	3,546,657.81	2,032,865.57
	OTHER REVENUE	224,285.94	1,693.07				1,487,896.60	20,825.00	(1,467,071.60)	13,746.30
	TOTAL OPERATING REVENUES	622,857.00	473,933.80				3,749,857.79	5,829,444.00	2,079,586.21	2,046,611.87
240 - CONTINGENCIES	0.00	0.00%	859.09	0.18% \$	1,129.04 \$	1,129.04	0.00	10,130.78	10,130.78	0.00
252 - FRINGE BENEFITS	0.00	0.00%	84.80	0.02% \$	111.45 \$	111.45	0.00	1,000.00	1,000.00	0.00
534 - SOURCE OF SUPPLY	204,664.37	32.86%	216,936.38	45.77% \$	285,103.83 \$	80,439.46	841,510.93	2,558,212.00	1,716,701.07	783,917.45
535 - PUMPING	22,558.97	3.62%	40,687.29	8.59% \$	53,472.37 \$	30,913.40	131,150.47	479,802.94	348,652.47	156,840.43
538 - TRANSMISSION	16,206.46	2.60%	38,177.45	8.06% \$	50,173.86 \$	33,967.40	69,757.28	450,205.73	380,448.45	110,736.75
546 - ACCOUNTING	10,515.33	1.69%	16,399.68	3.46% \$	21,552.91 \$	11,037.58	43,235.37	193,392.41	150,157.04	49,129.81
547 - ADMINISTRATION	57,721.96	9.27%	59,875.49	12.63% \$	78,690.04 \$	20,968.08	181,447.69	706,078.93	524,631.24	169,865.15
571 - BUILDINGS & GROUNDS	7,160.36	1.15%	12,248.02	2.58% \$	16,096.69 \$	8,936.33	28,264.92	144,434.22	116,169.30	39,975.20
572 - INSURANCE & BONDS	11,769.05	1.89%	14,288.80	3.01% \$	18,778.74 \$	7,009.69	47,076.20	168,500.00	121,423.80	46,878.80
576 - CAPITAL CONTRIBUTIONS	0.00	0.00%	848.00	0.18% \$	1,114.47 \$	1,114.47	0.00	10,000.00	10,000.00	0.00
TOTAL OPERATING EXPENDITURES	330,596.50	53.08%	400,404.99	84.49% \$	526,223.40 \$	195,626.90	1,342,442.86	4,721,757.01	3,379,314.15	1,357,343.59
Fund 591 - WATER UTILITY FUND: NET OF REVENUES & EXPENDITURES										
	292,260.50		73,528.80				2,407,414.93	1,107,686.99	(1,299,727.94)	689,268.28
NON-OPERATING REVENUES										
Interest Earnings - Imp & Add	52,159.43		12,375.00				170,800.80	150,000.00	(20,800.80)	118,976.50
Rents	44,732.82		6,578.72				83,420.82	79,742.08	(3,678.74)	78,857.04
Sale of Fixed Assets	0.00		0.00				0.00	0.00	0.00	0.00
Contributed Capital	0.00		2,062.50				15,152.00	25,000.00	9,848.00	2,590.00
TOTAL REVENUES	719,749.25		494,950.02				4,019,231.41	6,084,186.08	2,064,954.67	2,247,035.41
NON-OPERATING EXPENSES										
550 - DEPRECIATION	90,180.70	14.48%	99,268.15	20.95% \$	130,460.97 \$	40,280.27	360,722.79	1,170,615.00	809,892.21	389,509.84
TOTAL EXPENDITURES	420,777.20		499,673.15				1,703,165.65	5,892,372.01	4,189,206.36	1,746,853.43
NET OF REVENUES & EXPENDITURES	298,972.05		(4,723.13)				2,316,065.76	191,814.07	(2,124,251.69)	500,181.98

FUND 582 - ELECTRIC
CHECK DATE FROM 10/01/2025 - 10/31/2025

Check Date	Check #	Payee	Description	Amount
10/23/2025	141203(A) #	ACE HARDWARE	CHECK GEN 141203(A) TOTAL FOR FUND 582:	470.74
10/06/2025	141164(A)	AD BOS OFFICE COFFEE SERVICE	GRINDSTONE CAFE CREAM, COFFEEMATE LIQUID INV., AD E	184.99
10/23/2025	141207(A)	AD BOS OFFICE COFFEE SERVICE	CHECK GEN 141207(A) TOTAL FOR FUND 582:	239.53
10/22/2025	187390	ADVANCED RADIOLOGY SERVICES PC	XRAY EXAM OF FINGERS - B. HOEZEE	23.00
10/22/2025	187391	AIDEN RASMUSSEN	MILEAGE AND PER DIEM REIMBURSEMENT FOR TRAINING IN	928.40
10/22/2025	187393	ALTEC INDUSTRIES INC.	CHECK GEN 187393 TOTAL FOR FUND 582:	37,405.76
10/31/2025	187520	ALTEC INDUSTRIES INC.	CHECK GEN 187520 TOTAL FOR FUND 582:	310,988.83
10/31/2025	187521	ANTHONY STRONG	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50031010-27	190.88
10/22/2025	187395	APX, INC - 9551	ZEELAND BPW MIRECS	252.88
10/22/2025	187396#	AUTO SPECIALIST LLC	CHECK GEN 187396 TOTAL FOR FUND 582:	314.26
10/31/2025	187529	BEN VANROEKEL	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50254029-09	200.00
10/03/2025	187310	Brewer's City Dock Inc.	22A ROAD GRAVEL	208.17
10/31/2025	187530	BRIAN HOPPER	REFUND OF OVERPAYMENT ON FINAL ACCOUNT: 50016181	80.73
10/31/2025	187533	CHRISTOPHER CILLEY & JULIO BURT	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50274878-22	72.48
10/03/2025	187313	CHRISTOPHER DRIY	CLEAN ENERGY PROGRAM: EV CHARGER REBATE	445.20
10/22/2025	187406	CITY OF NILES	LABOR AND EQUIPMENT CHARGES, EMPLOYEE BENEFITS F	9,413.56
10/17/2025	141200(A)	CONSTELLATION NEWENERGY	NATURAL GAS USAGE 9/1/25 - 9/30/25	4,973.38
10/23/2025	141216(A) #	COOPERATIVE RESPONSE CENTER, INC.	BASE FEE, CRC LINK USER LICENSE, MULTISPEAK OMS INTE	528.86
10/03/2025	187316	CORY SCHMIDT	CLEAN ENERGY PROGRAM: 554 ALICE AVE	105.00
10/03/2025	187317	DAN & TENA SAUL	CLEAN ENERGY PROGRAM: APPLIANCE RECYCLING	50.00
10/31/2025	187538	DAWN WILLIAMS	REFUND OF OVERPAYMENT ON FINAL ACCOUNT: 50112050	108.34
10/31/2025	187540	DEBORAH BARTZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50014491-22	84.47
10/22/2025	187410	DEBRUYN SEED COMPANY	2.5 GAL KILLZALL SUPER CONC.	59.98
10/23/2025	141217(A)	DEYOUNG IND. WASTE DISPOSAL	LANDFILL CHARGES, LOADS TO LANDFILL - SEPTEMBER 202	1,386.01
10/23/2025	141220(A)	Don's Flowers & Gifts	INTERIORSCAPING - BPW	61.50
10/22/2025	187411	DUTCH KLEEN	JANITORIAL SERVICE 9/15/25 - 10/15/25	900.00
10/22/2025	187412#	ECOLAYERS, INC.	TREEAM/IMAM HOSTING - OCTOBER 2025	125.00
10/22/2025	187413	ELLEN WILDEY	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50090191-26	34.99
10/23/2025	141224(A)	EXTEND YOUR REACH	BPW BILL STUFFING AND MAILING OCTOBER 2025	253.34
10/31/2025	141446(E) #	FIRST BANKCARD	CREDIT CARD ACCT THRU 10/31/25	4,915.38
10/22/2025	187415	FRESH COAST LABEL LLC	EXTERIOR ANODIZED ALUMINUM LASER ETCH - ELECTRIC C	63.64
10/23/2025	141226(A)	GEMINI SERVICES INC.	TRUCK #555 - REPAIRED AIR LEAK NEAR RADIATOR	199.12
10/22/2025	187416	GENTEX MAIN ACCOUNT	CLEAN ENERGY PROGRAM C&I: GENTEX MAIN ACCOUNT	58,670.90
10/03/2025	187321	GRAPHIX EMBROIDERY	CORNERSTONE TEE BLACK, REGATTA BLUE, NAVY, ROYAL	92.64
10/22/2025	187418	GRAPHIX EMBROIDERY	EMBROIDER CUSTOMER GARMENT	33.00
10/03/2025	187322	GRAPHIX GURUS	TEMPORARY SIGN WRAP "UNDER CONSTRUCTION"	491.25
10/06/2025	141177(A)	HIGHMARK ANALYTICS	HIGH BOX ENGINE KIT FOR INLET CONC., LOW SPAN KIT FOI	1,666.00
10/31/2025	187545	HOLLAND BOARD OF PUBLIC WORKS	MUTUAL AID ASSISTANCE, 3 LINEMEN, EQUIPMENT TRUCK F	9,453.95
10/22/2025	187426	HOLLAND P.T.	PARKER 1/2" RELIEVING REGULATOR	139.27
10/23/2025	141229(A)	HR SOLUTIONS GROUP OF WEST MICHIGAN	HR SERVICES - SEPTEMBER 2025	1,402.66
10/23/2025	141230(A)	INTEGRITY BUSINESS SOLUTIONS	BILLING PAPER - WHITE	224.96
10/23/2025	141231(A)	INTEGRITY LANDSCAPE MANAGEMENT LLC	BPW FERTILIZER APPLICATIONS 3 AND 4	611.25
10/06/2025	141179(A)	INTERACTIVE STUDIO, LLC	BPW OFFICE RENOVATION - CIVIL SURVEY, CIVIL PLANNING	7,552.12
10/10/2025	141197(E) #	INVOICE CLOUD	SEPTEMBER 2025 BILL PRESENTMENT & CREDIT CARD FEES	2,169.28
10/31/2025	187548	JAMES A. DONKERSLOOT	CITY LEGAL FEES - SEPTEMBER 2025	201.56
10/22/2025	187433	JAMIE KUIPERS	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50274724-07	95.25
10/22/2025	187435	JESSIE STOUT	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50075081-29	172.87
10/23/2025	141232(A)	John's Battery and Electric	LINE TRUCK PARTS	399.90
10/03/2025	187329#	KENDALL ELECTRIC INC.	CHECK GEN 187329 TOTAL FOR FUND 582:	649.13
10/22/2025	187439	KENDALL ELECTRIC INC.	GRAY LIQUATITE, ST90100 APP 1-IN 90D STEEL ST CONN, ST	223.83
10/22/2025	187440	KRISTINE & JEANETTE IDE	REFUND OF OVERPAYMENT ON FINAL ACCOUNT: 50094350	162.61
10/22/2025	187441	KURT ZURBURG	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50031082-06	35.32
10/22/2025	187442	LAKEWOOD CONSTRUCTION	SER THRU 9/30/25 RE BPW ADDITION & RENOVATION	15,024.83
10/22/2025	187444	LILLIAN MICHMERHUIZEN	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50016180-09	45.22
10/22/2025	187445	LINDE GAS & EQUIPMENT INC.	PROPANE ALUM 7.3 GALLONS, HAZARDOUS MATERIAL CHA	85.74
10/31/2025	187552	LOREN GONZALEZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50093350-28	75.59
10/22/2025	187451	MARC & ANN BIBEAU	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50111572-21	82.79
10/22/2025	187454	MEEKHOF ELECTRIC TRADE ALLY ACCT	CLEAN ENERGY PROGRAM C&I: CITY ON A HILL	5,829.00
10/31/2025	187554	MEGAN GROTHENHUIS	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50017090-16	78.44

10/03/2025	187333	MICHAEL MASHOUR	CLEAN ENERGY PROGRAM: APPLIANCE RECYCLING	50.00
10/03/2025	187334	MICHIGAN CAT	TROUBLESHOOT VOLTAGE REGULATOR	3,868.71
10/03/2025	141161(A)#+	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 913/2025-9/19/2025	401,971.57
10/10/2025	141198(A)	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 9/20/2025-9/26/2025	421,568.74
10/17/2025	141201(A)#+	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER & COMMITTEES - MONTHLY BILLING - (1,046,237.23
10/24/2025	141269(A)#+	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 10/4/2025-10/10/2025	461,847.88
10/31/2025	141284(A)	MICHIGAN PUBLIC POWER AGENCY	PURCHASED POWER EXPENSE - 10/11/2025-10/17/2025	342,181.92
10/22/2025	187460	NATIONAL LED SOLUTIONS LLC	CLEAN ENERGY PROGRAM C&I: FAITH REFORMED CHURCH	63.17
10/22/2025	187462	OEO ENERGY SOLUTIONS	CLEAN ENERGY PROGRAM C&I: DSA INTERNATIONAL	2,442.60
10/31/2025	187561	PATRICIA HUERTA-MENDEZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50274800-14	38.52
10/03/2025	187341	PHONESAVANH ANOURAKS	CLEAN ENERGY PROGRAM: 9428 NORTHWIND DR	100.00
10/06/2025	141181(A)	Plant Growth Management System	PLANNING 138KV SE 8/27-28, PLANNING 138KV SE 9/3-4	3,201.60
10/23/2025	141245(A)	Plant Growth Management System	PLANNING 138KV, HERBICIDE & MOWING, CUSTOMER SER	5,299.20
10/06/2025	141182(A)#+	POWER LINE SUPPLY	CHECK GEN 141182(A) TOTAL FOR FUND 582:	15,040.38
10/23/2025	141247(A)#+	POWER LINE SUPPLY	CHECK GEN 141247(A) TOTAL FOR FUND 582:	17,950.41
10/23/2025	141249(A)	PURITY CYLINDER GASES, INC.	ACETYLENE 8", IND GAS MEDIUM, IND GAS LARGE, SPEC GA	47.85
10/27/2025	141272(A)	PURITY CYLINDER GASES, INC.	NITROGEN	30.95
10/22/2025	187465	QUANG-LIEM PHAM	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50274658-18	100.00
10/31/2025	187565	QUEST CAR CARE PRODUCTS	WASH N SHINE 55 GALLON DRUM	345.00
10/23/2025	141250(A)	RANDALL G. MEYER, EXCAVATING	PERRY STREET SUB STATION PAVING PROJECT	1,935.50
10/03/2025	187343	REPUBLIC SERVICES #240	WASTE PICKUP - SEPTEMBER 2025	1,074.07
10/06/2025	141185(A)	RITE-WAY PLUMBING & HEATING INC	MECHANICAL SERVICES TESTING AND INSPECTION ON BOI	655.60
10/31/2025	187566	ROBERT & ARLENE SAMUELSON	REFUND OF OVERPAYMENT ON ACTIVE ACCOUNT: 5024001	109.00
10/22/2025	187468	ROBERT MULDER	MILEAGE REIMBURSEMENT FOR 2025 MMEA FALL CONFERE	49.00
10/22/2025	187470	RYAN & JENIFER NYLAND	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50010260-17	59.98
10/22/2025	187473	SCOTT ADOLF	MILEAGE REIMBURSEMENT FOR EASTERN TECHNICAL ASSC	24.22
10/22/2025	187474	SEECO	FIELD INSTALL & TRAVEL	3,647.31
10/31/2025	141463(E)#+	SEMCO ENERGY GAS COMPANY	SERVICE 9/19/25 - 10/21/25	225.67
10/17/2025	141202(A)	SEMCO ENERGY, INC.	USAGE 9/1/25 - 9/30/25	3,652.70
10/31/2025	187571	SHARON BOSCH	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50252790-02	367.37
10/23/2025	141253(A)	SPRYPOINT SERVICES	IMPLEMENTATION PROGRESS PAYMENT - MILESTONE 56	2,880.00
10/22/2025	187481	STACY GUTKNECHT	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50240244-07	116.17
10/22/2025	187482	STATE OF MICHIGAN	MONTHLY SALES TAX PAYMENT - SEPTEMBER 2025	48,223.92
10/22/2025	187484	STUART C IRBY CO	GE QMBF242 50 KVA 1PH PAD TRANSFORMER 12470 GRDY I	35,158.68
10/31/2025	187575	STUART C IRBY CO	CHECK GEN 187575 TOTAL FOR FUND 582:	62,900.49
10/22/2025	187486	THEKA	RILEY STREET GEN G4 TROUBLESHOOT	1,559.25
10/03/2025	187349	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	469.00
10/22/2025	187490	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	171.13
10/24/2025	187518	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	166.06
10/31/2025	187578	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	166.06
10/03/2025	187353	West Michigan Office Interiors	NEW CHAIRS FOR P.P. CONTROL ROOM	600.00
10/22/2025	187500	West Michigan Office Interiors	BPW TEMP LABOR/RENTAL FOR OFFICE SPACE	4,404.64
10/03/2025	187355	Woody's Small Eng. Repair	REPLACED KILL SWITCH LEVER, REPLACED BROKEN ANTI-VI	101.78
10/22/2025	187502	Woody's Small Eng. Repair	BUMP CAP FOR SPEED FEED HEAD	5.62
10/22/2025	187503	WOONGSIK YOO	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50116821-08	168.88
10/23/2025	141264(A)	YELLOW LIME CREATIVE	MONTHLY FIXED AMOUNT - BPW	4,172.66
10/03/2025	187356	ZACHARY ARENS	CLEAN ENERGY PROGRAM: 742 LINCOLN AVE E	250.00
10/31/2025	187583	ZEELAND BAKERY	DOZEN DONUTS, SINGLE PIG IN A BLANKET	33.00
10/22/2025	187505#	Zeeland BPW	BPW UTILITIES STATEMENT DUE 10/20/25	1,747.43
10/22/2025	187507	ZEELAND FESTIVALS INC.	ZEELAND'S MAGICAL CHRISTMAS PARADE ENTRY FEE - BPW	30.00
10/03/2025	187360#	ZEELAND PUBLIC SCHOOLS	JUNE FUEL CHARGES - BPW	1,464.15
10/22/2025	187509#	ZEELAND PUBLIC SCHOOLS	SEPTEMBER FUEL CHARGES - BPW	1,885.66
10/03/2025	187361	ZEELAND RECREATION	SENIORS PROM - 60 YRS+ SPONSORSHIP	749.25

Total for fund 582 ELECTRIC UTILITY FUND \$ 3,382,547.76

'#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

FUND 591 - WATER
CHECK DATE FROM 10/01/2025 - 10/31/2025

Check Date	Check #	Payee	Description	Amount
10/06/2025	141162(A) #	ACE HARDWARE	CHECK GEN 141162(A) TOTAL FOR FUND 591:	119.93
10/23/2025	141203(A) #	ACE HARDWARE	CHECK GEN 141203(A) TOTAL FOR FUND 591:	3.23
10/06/2025	141163(A)	ACTION INDUSTRIAL SUPPLY CO.	CHECK GEN 141163(A) TOTAL FOR FUND 591:	126.17
10/06/2025	141164(A)	AD BOS OFFICE COFFEE SERVICE	GRINDSTONE CAFE CREAM, COFFEE MATE LIQUID INV., AD E	61.66
10/23/2025	141207(A)	AD BOS OFFICE COFFEE SERVICE	CHECK GEN 141207(A) TOTAL FOR FUND 591:	79.84
10/22/2025	187396	AUTO SPECIALIST LLC	#543 - ENGINE OIL FILTER, SYNTHETIC MOTOR OIL	16.02
10/03/2025	187315	COMPANIA DOOR & OPERATOR INC.	LABOR TO REPLACE ROLLER, ADJUST TRACKS, LUBE & ADJ	213.95
10/23/2025	141216(A)	COOPERATIVE RESPONSE CENTER, INC.	BASE FEE, CRC LINK USER LICENSE, MULTISPEAK OMS INTE	339.95
10/31/2025	187538	DAWN WILLIAMS	REFUND OF OVERPAYMENT ON FINAL ACCOUNT: 50112050	17.64
10/22/2025	187410	DEBRUYN SEED COMPANY	2.5 GAL KILLZALL SUPER CONC.	20.00
10/23/2025	141220(A)	Don's Flowers & Gifts	INTERIORSCAPING - BPW	20.50
10/22/2025	187411	DUTCH KLEEN	JANITORIAL SERVICE 9/15/25 - 10/15/25	900.00
10/06/2025	141173(A)	ETNA SUPPLY INC.	APOLLO THRD FULL PORT BALL VALVE LEAD FREE	631.89
10/23/2025	141224(A)	EXTEND YOUR REACH	BPW BILL STUFFING AND MAILING OCTOBER 2025	126.68
10/06/2025	141174(A)	FASTENAL	PPH MS 8-32 X 1/2 Z	8.88
10/31/2025	141446(E) #	FIRST BANKCARD	CREDIT CARD ACCT THRU 10/31/25	2,022.60
10/03/2025	187322	GRAPHIX GURUS	TEMPORARY SIGN WRAP "UNDER CONSTRUCTION"	163.75
10/22/2025	187420	GREAT LAKES ENERGY	SERVICE FROM 9/7/25 - 10/8/25	66.55
10/01/2025	141120(E) #	HOLLAND BOARD OF PUBLIC WORKS	WATER/COMMUNICATIONS AUGUST 2025 USAGE	219,266.43
10/22/2025	187424	HOLLAND BOARD OF PUBLIC WORKS	BACTI SAMPLES - SEPTEMBER 2025	600.00
10/23/2025	141229(A)	HR SOLUTIONS GROUP OF WEST MICHIGAN	HR SERVICES - SEPTEMBER 2025	1,409.76
10/23/2025	141230(A)	INTEGRITY BUSINESS SOLUTIONS	BILLING PAPER - WHITE	112.49
10/23/2025	141231(A)	INTEGRITY LANDSCAPE MANAGEMENT LLC	BPW FERTILIZER APPLICATIONS 3 AND 4	634.75
10/06/2025	141179(A)	INTERACTIVE STUDIO, LLC	BPW OFFICE RENOVATION - CIVIL SURVEY, CIVIL PLANNING	2,517.38
10/10/2025	141197(E) #	INVOICE CLOUD	SEPTEMBER 2025 BILL PRESENTMENT & CREDIT CARD FEES	1,078.38
10/31/2025	187548	JAMES A. DONKERSLOOT	CITY LEGAL FEES - SEPTEMBER 2025	67.19
10/22/2025	187441	KURT ZURBURG	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50031082-06	5.70
10/22/2025	187442	LAKEWOOD CONSTRUCTION	SER THRU 9/30/25 RE BPW ADDITION & RENOVATION	5,008.27
10/23/2025	141236(A)	LEADING BY DESIGN	COHORT SEPT 2025 - AUGUST 2026	12,000.00
10/31/2025	187552	LOREN GONZALEZ	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50093350-28	8.79
10/23/2025	141239(A)	MAIN STREET AUTO REPAIR	#553 - FULL SERVICE OIL CHANGE	120.02
10/31/2025	187565	QUEST CAR CARE PRODUCTS	WASH N SHINE 55 GALLON DRUM	115.00
10/03/2025	187343	REPUBLIC SERVICES #240	WASTE PICKUP - SEPTEMBER 2025	358.02
10/31/2025	187566	ROBERT & ARLENE SAMUELSON	REFUND OF OVERPAYMENT ON ACTIVE ACCOUNT: 5024001	18.00
10/31/2025	141463(E) #	SEMCO ENERGY GAS COMPANY	SERVICE 9/18/25 - 10/17/25	148.00
10/22/2025	187479	SITE WORK SOLUTIONS	SERVICES THROUGH 8/2/25 - 8/29/25 - TAFT, LAWRENCE AN	37,635.14
10/23/2025	141253(A)	SPRYPOINT SERVICES	IMPLEMENTATION PROGRESS PAYMENT - MILESTONE 56	960.00
10/22/2025	187481	STACY GUTKNECHT	REFUND OF DEPOSIT ON FINAL ACCOUNT: 50240244-07	14.47
10/22/2025	187489	TOTAL ENERGY SYSTEMS, LLC	GENERATOR INSPECTION AND TESTING	1,706.00
10/03/2025	187349	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	91.79
10/22/2025	187490	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	37.30
10/24/2025	187518	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	37.30
10/31/2025	187578	UNIFIRST CORPORATION	MATS, WIPERS, MOPS, AIR FRESHENER	37.30
10/22/2025	187492	VAN DER KOLK PLUMBING LLC	WATER SERVICE REPLACEMENT	42,047.33
10/31/2025	187580	VAN DER KOLK PLUMBING LLC	WATER SERVICE REPLACEMENT	11,444.59
10/22/2025	187500	West Michigan Office Interiors	BPW TEMP LABOR/RENTAL FOR OFFICE SPACE	1,468.21
10/06/2025	141193(A)	Windemuller Electric Inc.	TROUBLESHOOT ZGS WATER PUMP FLOW SIGNAL, TRBLSH1	1,240.00
10/22/2025	187502	Woody's Small Eng. Repair	BUMP CAP FOR SPEED FEED HEAD	1.87
10/23/2025	141264(A)	YELLOW LIME CREATIVE	MONTHLY FIXED AMOUNT - BPW	827.34
10/22/2025	187505#	Zeeland BPW	BPW UTILITIES STATEMENT DUE 10/20/25	17,692.32
10/22/2025	187507	ZEELAND FESTIVALS INC.	ZEELAND'S MAGICAL CHRISTMAS PARADE ENTRY FEE - BPW	10.00
10/03/2025	187360#	ZEELAND PUBLIC SCHOOLS	JUNE FUEL CHARGES - BPW	57.73
10/22/2025	187509#	ZEELAND PUBLIC SCHOOLS	SEPTEMBER FUEL CHARGES - BPW	327.53
10/03/2025	187361	ZEELAND RECREATION	SENIORS PROM - 60 YRS+ SPONSORSHIP	249.75

Total for fund 591 WATER UTILITY FUND \$ 364,293.39

'#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

BOARD OF PUBLIC WORKS
SUMMARY OF CASH POSITION

Cash and Investments as of :	October 31, 2025	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,387,021	\$ 1,113,060	-
Accumulated Debt Service (in Receiving Fund)	-	-	-
Plant Improvements and Contingencies	12,922,234	13,305,106	-
Bond and Interest Payment Reserve*	-	-	-
Totals	<u>\$ 17,309,255</u>	<u>\$ 14,418,166</u>	

* Reserve required per electric and water revenue bond ordinances.

Recommended Transfers for the Month: October-25

	<u>Electric</u>	<u>Water</u>
Receiving	(644,645)	(640,900)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	587,000	640,900
General Fund (per charter provision)	57,645	-

Notes on Recommended Transfers:

- 1 The annual operating transfer for FY 25-26 from the Electric Fund to the General Fund is a combination of 1% of net fixed assets as of June 30, 2024 and 1% of gross sales, less sales tax, for the year ended June 30, 2024, less any franchise payments. The annual operating transfer is divided into twelve monthly payments.
- 2 Assumed carrying amounts (minimum) in Receiving accounts are established at approximately 10% of budgeted operating expenses, before depreciation.

Electric = 10% of \$ 37,423,451 or approximately \$ 3,742,345

Water = 10% of \$ 4,721,757 or approximately \$ 472,176

- 3 Further surpluses of \$587,000 in the Electric Fund and \$640,900 in the Water Fund are recommended for transfer to the Plant Improvements and Contingencies Reserve.

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

SUBJECT: Accounting, Finance & Customer Service Update

DATE: November 26, 2025



October 2025 Customer Metrics

- Overdue/Disconnect Notices = 210
- Active Accounts = 8,018
- Total Bills Sent = 8,045
- Paperless Bills = 2,468
- NorthStar Pre-Authorized Payment Customers = 2,264
- Invoice Cloud = 3,560
 - Credit Card = 2,818
 - EFT = 742

September 2025 Customer Metrics

- Overdue/Disconnect Notices = 209
- Active Accounts = 8,015
- Total Bills Sent = 8,046
- Paperless Bills = 2,454
- NorthStar Pre-Authorized Payment Customers = 2,264
- Invoice Cloud = 3,440
 - Credit Card = 2,722
 - EFT = 718

MyMeter

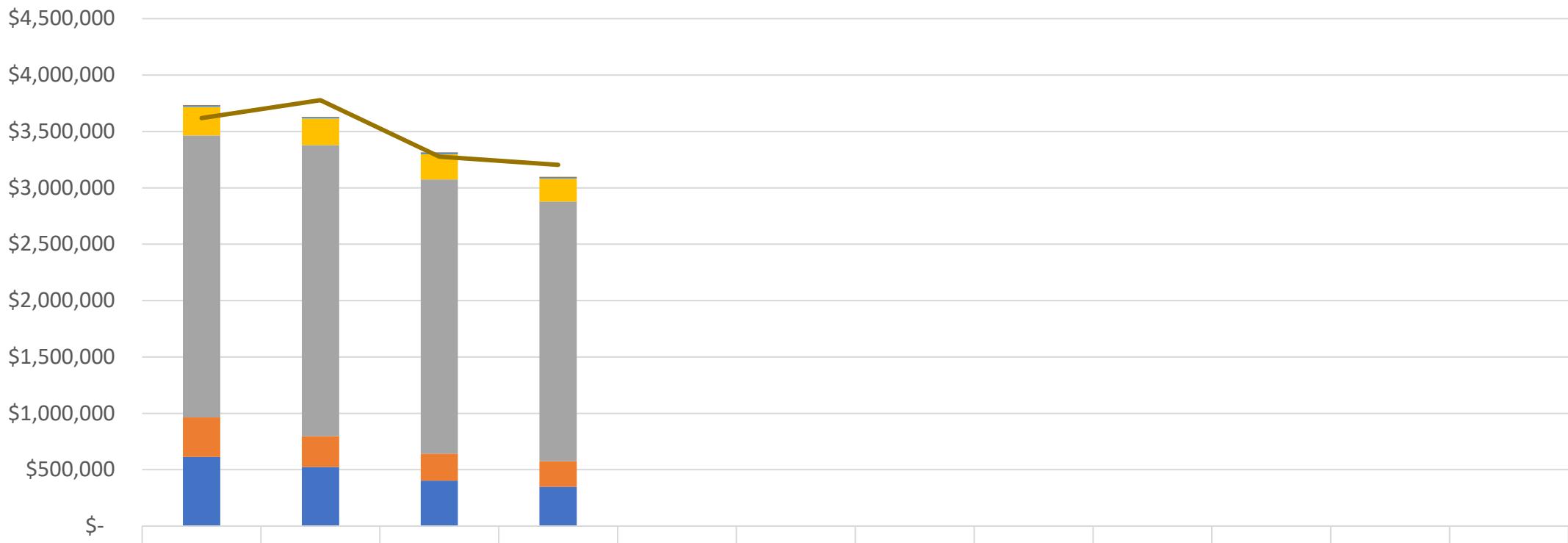
- MyMeter Active Accounts as of March 31, 2024 = 738

SpryPoint Billing Software Transition – The billing software transition began on November 17. While we have encountered a few minor issues during the process, overall we are very pleased with how the transition has gone and would consider it a success. Thank you to the team for their work in making this possible, as the project has been nearly three years in the making.

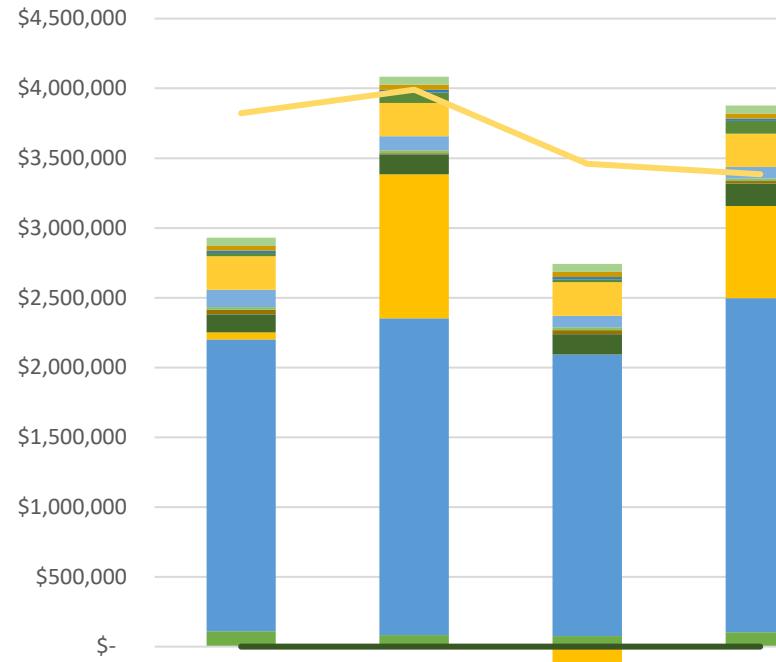
Holiday Power Dollars – Our annual Holiday Power Dollars program officially began on December 1. From December 1 through December 12 at 5:00 p.m., customers may claim their certificates, which can be redeemed through January 31. This continues to be a very popular program, and customers have been able to find us without much difficulty at our temporary location in the Howard Miller Library and Community Center.

November Electric Shutoffs – As noted last month, recent state legislation now allows electric shutoffs to occur between November and April, which was previously prohibited. The November shutoff process went smoothly, and we had only one customer question our ability to proceed with a shutoff during this period. Additionally, we have not needed to allocate any resources for heat or electric shutoffs, as all cases have been resolved through the State of Michigan. We will continue to monitor the situation and provide updates to the Board.

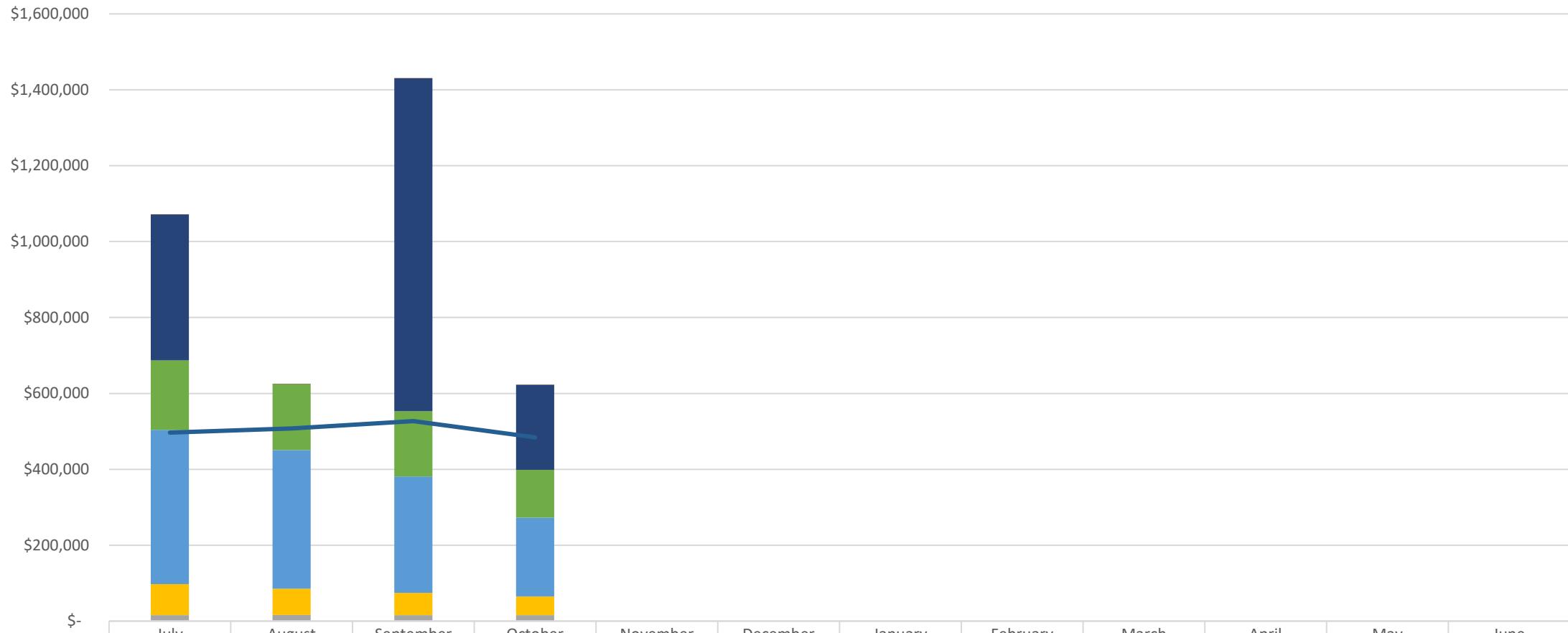
Electric Utility Fund Operating Revenue



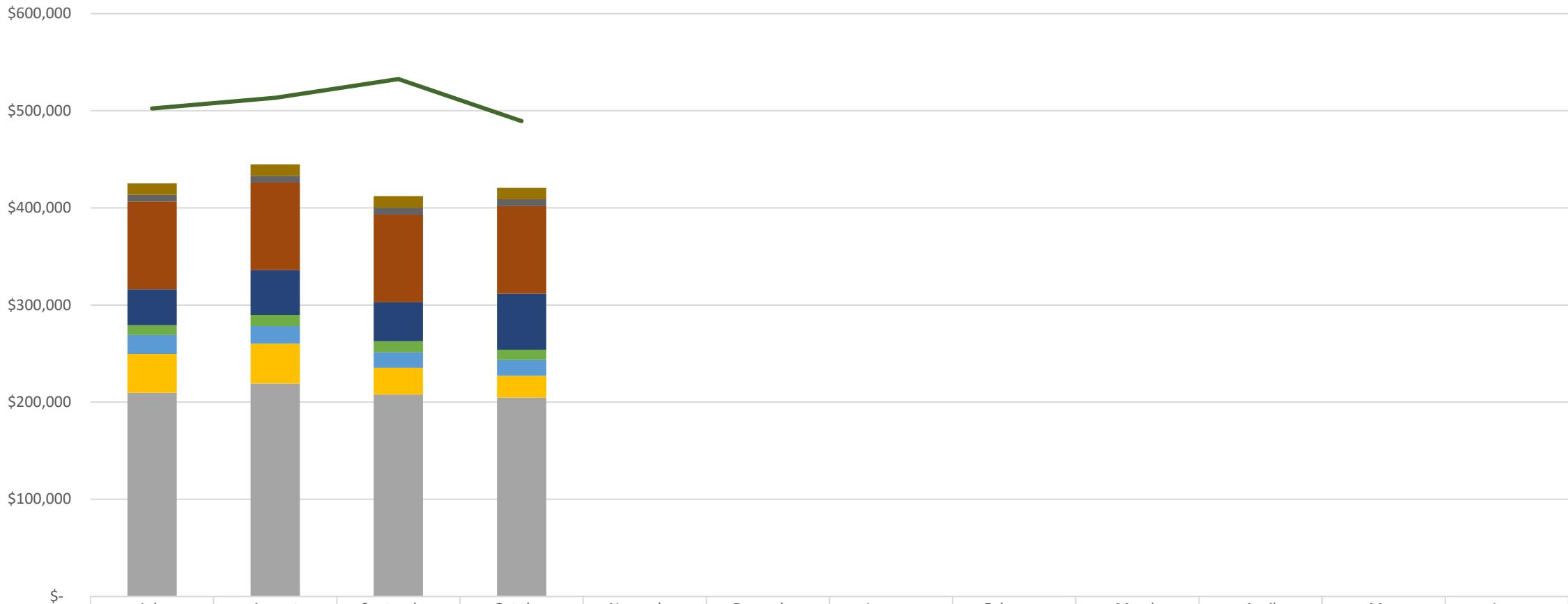
Electric Utility Fund Expenditures



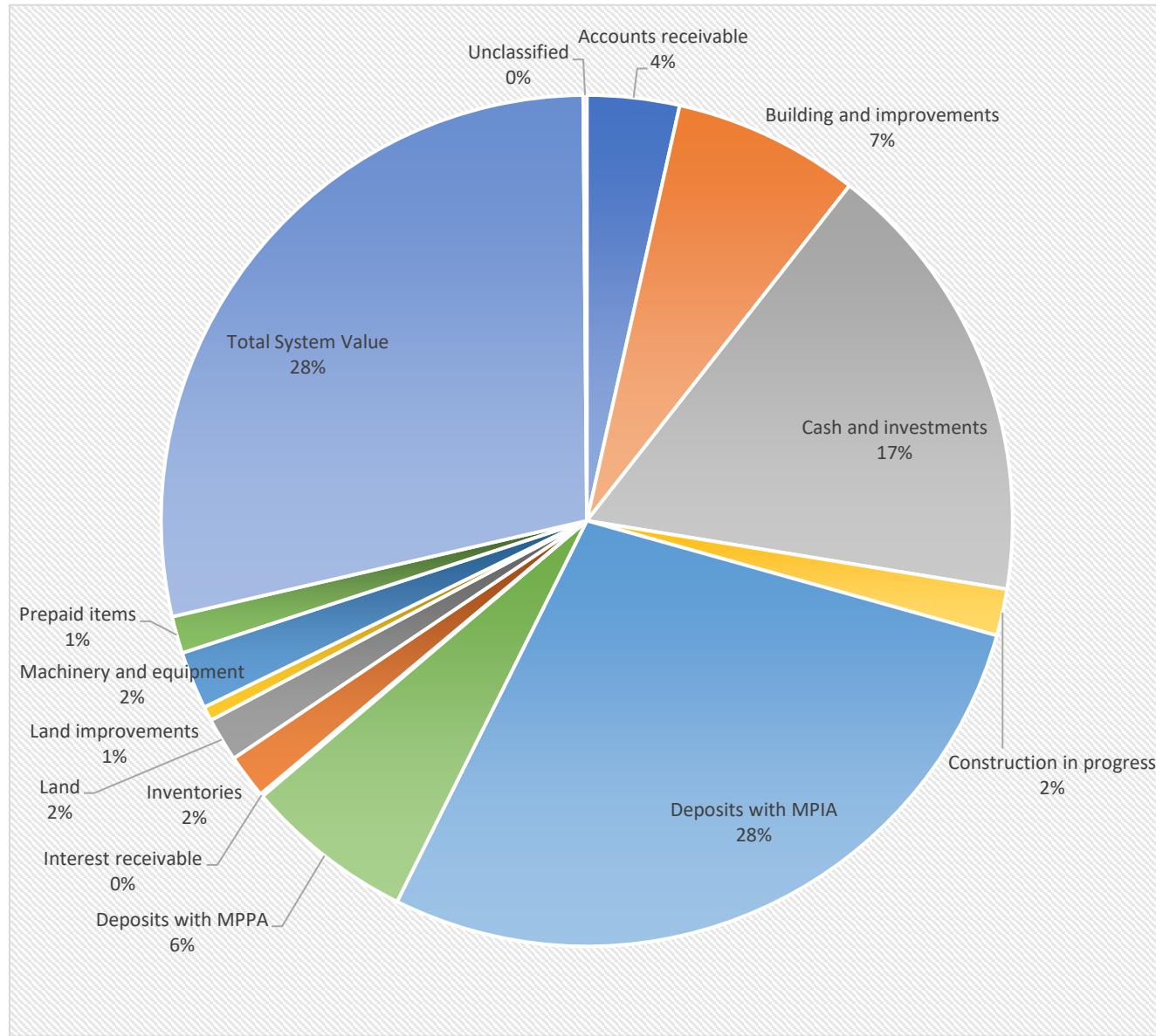
Water Fund Operating Revenues



Water Fund Expenditures

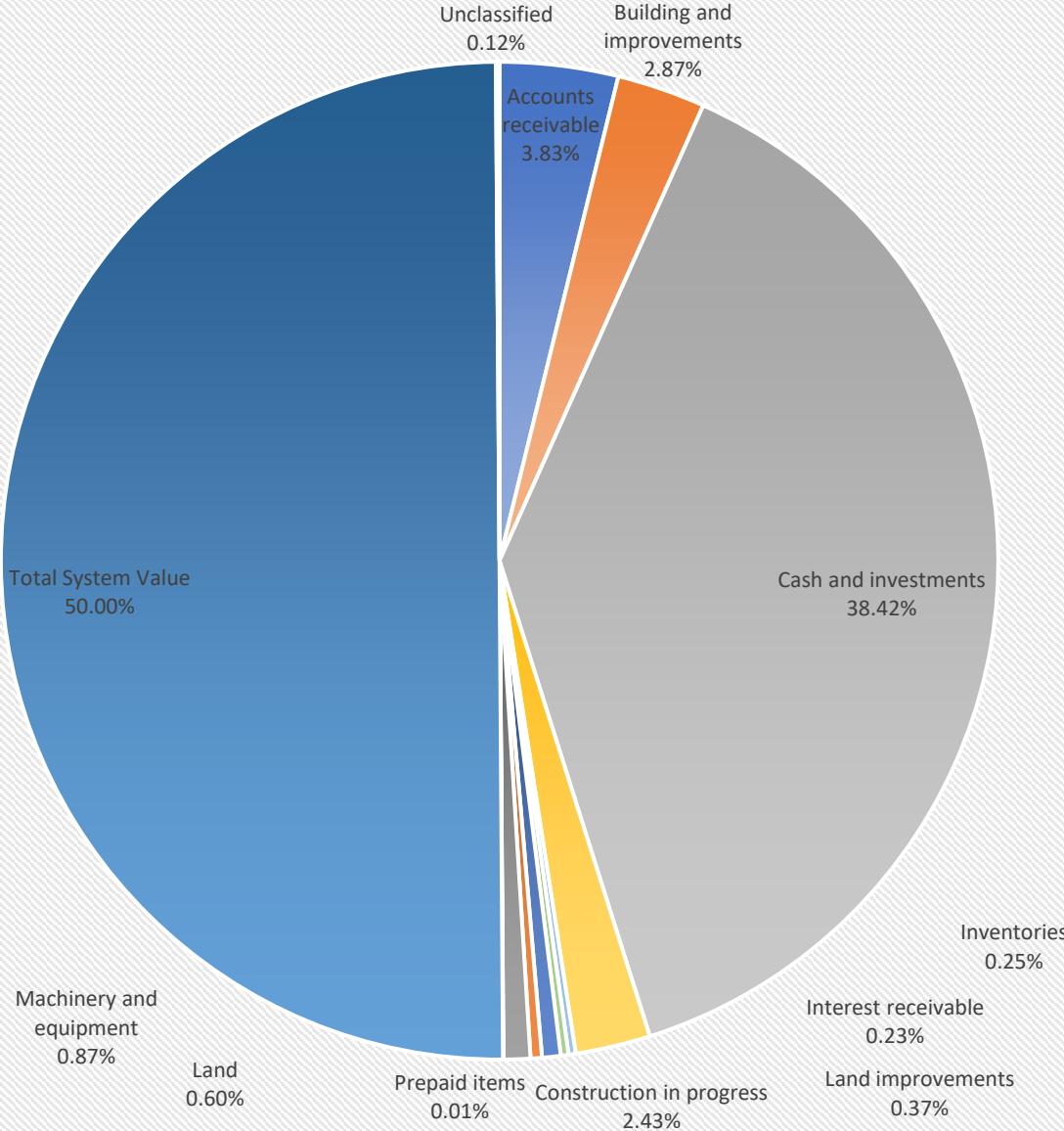


Electric Assets



	October 2025	September 2025
Accounts receivable	\$ 3,567,836.36	\$ 3,983,739.74
Building and improvements	\$ 7,207,970.53	\$ 7,207,970.53
Cash and investments	\$ 17,309,254.80	\$ 17,388,298.93
Construction in progress	\$ 1,808,075.73	\$ 1,564,799.39
Deposits with MPIA	\$ 28,522,463.13	\$ 28,286,601.33
Deposits with MPPA	\$ 6,554,248.09	\$ 6,488,754.45
Interest receivable	\$ 111,543.92	\$ 111,543.92
Inventories	\$ 1,701,129.35	\$ 1,638,260.01
Land	\$ 1,691,050.33	\$ 1,691,050.33
Land improvements	\$ 558,008.28	\$ 558,008.28
Machinery and equipment	\$ 2,231,735.34	\$ 1,918,780.11
Prepaid items	\$ 1,434,243.12	\$ 1,636,798.72
Total System Value	\$ 29,011,862.43	\$ 29,188,238.58
Unclassified	\$ 141,615.00	\$ 94,688.00
TOTAL ASSETS	\$ 101,851,036.41	\$ 101,757,532.32

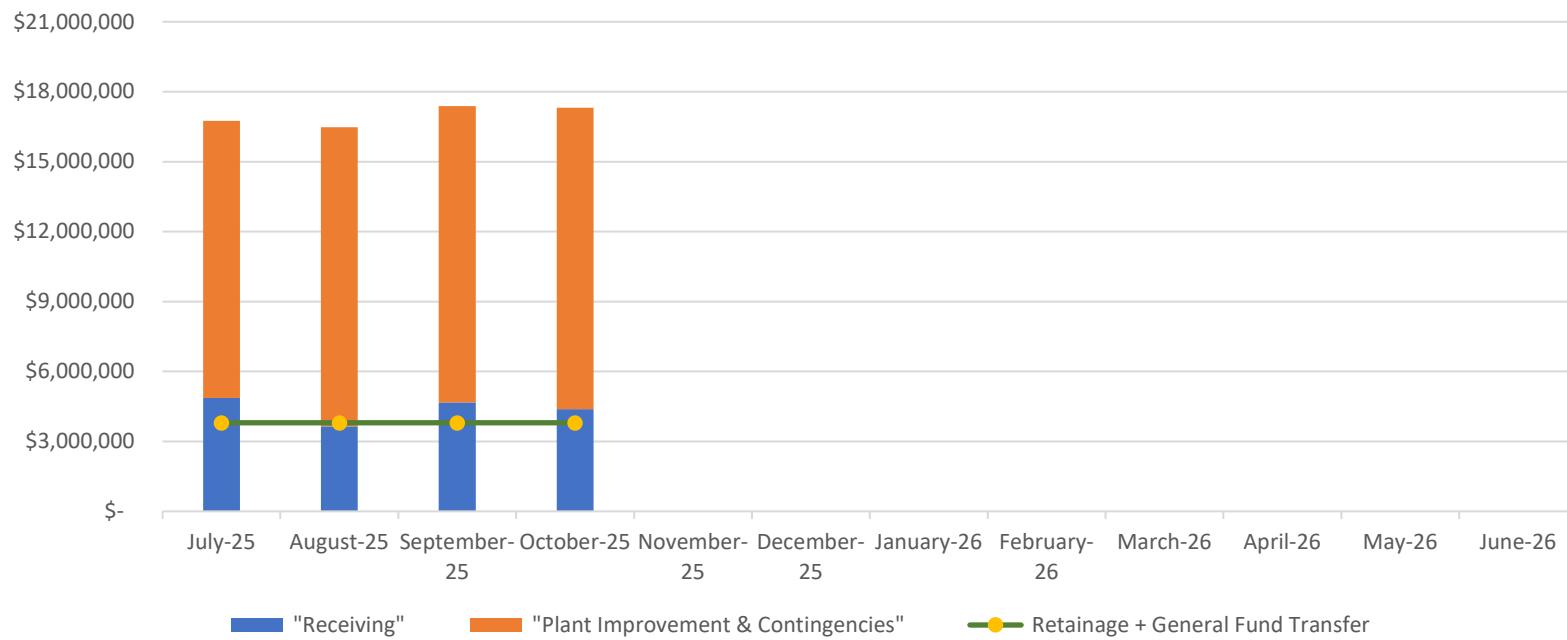
Water Assets



	October 2025	September 2025
Accounts receivable	\$ 1,438,649.80	\$ 1,634,399.87
Building and improvements	\$ 1,076,174.14	\$ 1,076,174.14
Cash and investments	\$ 14,418,166.04	\$ 13,976,381.37
Construction in progress	\$ 911,913.05	\$ 765,482.99
Interest receivable	\$ 87,403.63	\$ 87,403.63
Inventories	\$ 93,824.64	\$ 93,700.64
Land	\$ 226,432.58	\$ 226,432.58
Land improvements	\$ 137,717.72	\$ 137,717.72
Machinery and equipment	\$ 325,301.71	\$ 325,301.71
Prepaid items	\$ 5,069.69	\$ 7,062.50
Total System Value	\$ 18,760,634.17	\$ 18,807,076.87
Unclassified	\$ 43,666.00	\$ 34,695.00
TOTAL ASSETS	\$ 37,524,953.17	\$ 37,171,829.02



Electric Fund Total Cash



Electric Total Cash

\$ 17,309,255

Receiving Account - \$4,387,021

Plant Improvement & Contingencies -
\$12,922,234

FY 2026 Retainage = \$3,742,345
~10% of budgeted operating expenses,
before depreciation.



Electric Cash Usage - \$79,044

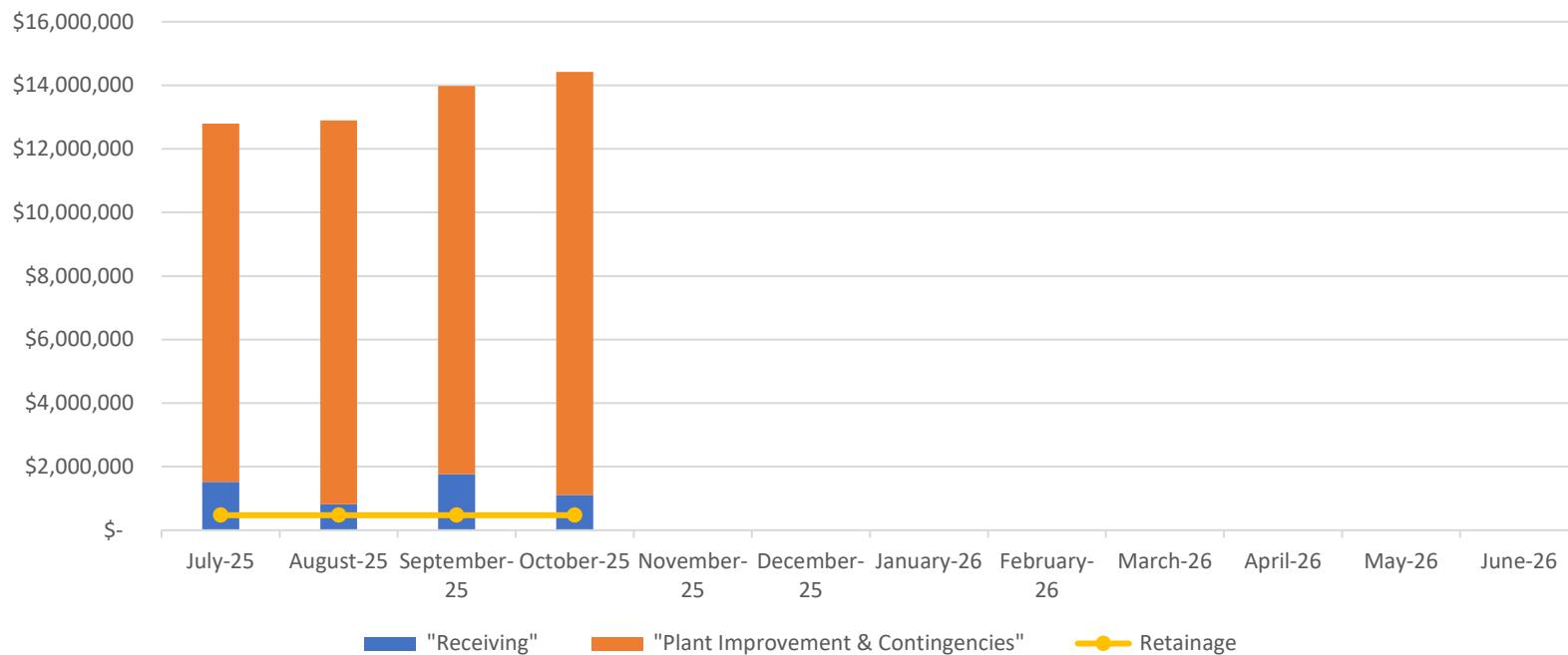
Beginning Balance - \$17,388,299

Operating Loss	(\$422,524) (Decreases Cash)
Depreciation	\$239,277 (Non-Cash Component of Operating Income, Add to Cash)
Change in A/P	\$648,725 (Increases Cash)
Change in A/R	\$415,903 (Increases Cash)
Change in Inventory	\$139,686 (Increases Cash)
Capital Assets	(\$666,059) (Purchases of Capital Assets Decreases Cash)
MPPA/MPIA	(\$301,355) (Non-Cash Component of Operating Loss, Decreases Cash)
Audit Adjustments	(\$132,697) (Decreases Cash)

Ending Balance - \$17,309,255



Water Fund Total Cash



Water Total Cash

\$14,418,166

Receiving Account - \$1,113,060
Plant Improvement & Contingencies -
\$13,305,106

FY 2026 Retainage = \$472,176
~10% of budgeted operating expenses,
before depreciation.



Water Cash Increase - \$441,785

Beginning Balance - \$13,976,381

Operating Gain	\$303,936 (Increases Cash)
Depreciation	\$90,181 (Non-Cash Component of Operating Income, Add to Cash)
Change in A/P	\$49,188 (Increases Cash)
Change in A/R	\$195,750 (Increases Cash)
Change in Inventory	\$1,869 (Increases Cash)
Capital Assets	(\$199,139) (Purchases of Capital Assets Decreases Cash)

Ending Balance - \$14,418,166

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

SUBJECT: Church Street Project Update

DATE: December 5, 2025



At last month's meeting, we awarded a contract to Diversco Construction for the water portion of the Church Street reconstruction project from Central Avenue to the Clean Water Plant. The project budget for this portion of the work was \$537,292.

In addition to the improvements from Central Avenue to the Clean Water Plant, we are also reconstructing Church Street from Central to Washington Avenue. The project needed to be bid in two separate phases because the City is receiving approximately \$900,000 of MDOT grant funding for this segment of the work. MDOT accepted bids on November 7, and we are pleased to report that we received very competitive pricing. CL Trucking and Excavating was the low bidder with a construction bid of \$3,567,637.30. When including engineering and project contingencies, the total project budget is \$4.5 million. The estimated allocation of this portion of the project to the Water Department is \$580,758. Because the project was bid through MDOT, there is no formal award process, so we are bringing this to the Board for your information.

Overall, we budgeted \$1,240,000 for the watermain portion of the Church Street reconstruction project. Between both phases, we estimate that the total cost to the Water Department will be \$1,118,050. The total project cost, including streets, sanitary sewer, and water, is \$9.1 million and will upgrade the City's main trunk storm and sanitary sewer lines. This project also provides much-needed capacity to accommodate future flows associated with anticipated growth in the 425 District. City Council affirmed the full project scope at their December 1 meeting, and we look forward to the project kicking off right after the new year.

WATER DEPARTMENT REPORT (October Usage)

Monthly Board Meeting 12/9/2025

WHOLESALE PURCHASES	Oct 2025		Oct 2024		PERCENT CHANGE
AMOUNT PURCHASED	140,540,000	GAL	126,880,000	GAL	10.8%
TOTAL PAYMENT	\$204,664.37		\$188,675.98		8.5%
UNIT COST (1000 GALLONS)	\$1.4563		\$1.4870		-2.1%

MONTHLY INFORMATION

TOTAL AMOUNT PURCHASED (Gal)-(9/1/25-9/30/25)	140,540,000	GAL	126,880,000	GAL	10.8%
TOTAL AMOUNT SOLD (Gal)	139,516,960	GAL	122,576,256	GAL	13.8%
MONTHLY SYSTEM LOSSES (Gal)	1,023,040	GAL	4,303,744	GAL	N/A
MONTHLY SYSTEM LOSSES (%)	0.73%		3.39%		N/A
RATE PURCHASED - RATE SOLD = ROI (1000 GAL)	\$0.86		\$1.09		-21.1%
AVERAGE MONTHLY RETAIL UNIT RATE (1000 Gal)	\$2.22		\$2.13		4.2%
AVERAGE MONTHLY CONTRACT UNIT RATE (1000 Ga)	\$2.49		\$6.85		-63.7%

WATER SOLD

*RESIDENTIAL	10,510,148	GAL	11,996,424	GAL	-12.4%
COMMERCIAL/INDUSTRIAL	78,243,044	GAL	98,982,840	GAL	-21.0%
CONTRACTUAL SALES-(10/1/25-10/31/25)	50,763,768	GAL	11,596,992	GAL	337.7%
TOTAL SALES	139,516,960	GAL	122,576,256	GAL	13.8%

CHARGES FOR SERVICES

RESIDENTIAL	\$23,324.66		\$25,500.42		-8.5%
COMMERCIAL/INDUSTRIAL	\$173,640.98		\$210,404.70		-17.5%
INDUSTRAL SALES - CONTRACTUAL	\$126,231.07		\$79,409.25		59.0%
FIRE PROTECTION	\$15,761.25		\$15,160.25		4.0%
READINESS TO SERVE	\$59,613.10		\$54,914.20		8.6%
MISC CHARGES (Overdue Int)	\$0.00		\$0.00		N/A
TOTAL CHARGES	\$398,571.06		\$385,388.82		3.4%

CUMULATIVE FOR FISCAL YEAR

PUMPING STATION DISCHARGE- Start July 1,2025	925,940,000	GAL	823,800,000	GAL	12.4%
AMOUNT SOLD	930,329,644	GAL	827,175,052	GAL	12.5%
SYSTEM LOSSES	-4,389,644	GAL	-3,375,052	GAL	N/A
SYSTEM LOSSES (PERCENT)	-0.5%		-0.4%		N/A
TOTAL CHARGES FOR SERVICES	\$2,263,048.38		\$2,032,319.68		11.4%
AVERAGE RATE PER 1000 GAL SOLD(combined with all service charges)					

PEAK DAY

MONTH -10/3/2025 (9/13/2024)	7.96	MGD	9.10	MGD
FISCAL YEAR-TO-DATE - 07/29/2025 (08/28/2024)	11.56	MGD	9.88	MGD



TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Jason Postma, Water Operations Manager

SUBJECT: Water Department On-Going Projects Update

DATE: December 1, 2025

Meter Replacement Program-

- Total Water Meters- 3,025
 - AMI Water Meters-2,666 (88%)
 - Radio Read Water Meters-113 (3.7%)
 - Touch Read Water Meters-244 (8%)
 - 96.3% of all large diameter meters are replaced
 - 3 remaining out of 214 large diameter meters to replace.

Galvanized Service line Replacement Program-

- Replaced (107) GSL in 2025 (Replaced (133) GSL in 2024)
- Replaced (11) GSL in November 2025
- Replaced (847) GSL since June 18, 2018, when New EGLE Requirements were Implemented.
- Approximately (153) total GSLR still needs replacing.

Other Work Projects-

- Logan Estates Meter Replacement began (approximately 380 meters) (164 replaced) (43%)
- Completed winter checking fire hydrants.

Water Administration Projects-

- Risk and Resilience Assessment- EPA Requirement
 - Next steps – certifying with the EPA. The deadline to certify is June 30, 2026. **Completed**
 - ERP certification statement to EPA is due on or before December 31, 2026. **Completed**
- Carlton Pump Station
 - Engineering to start in December 3rd pump.

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Brian L. Coots, Electrical Transmission & Distribution Manager

SUBJECT: Electric Transmission & Distribution Department Projects Update

DATE: December 9th, 2025



New Residential Developments

Over the past several weeks, the Electric T&D line crew successfully completed the installation of electric power distribution infrastructure in Prairie Winds West, Eagle Meadows, and Trailside East. Across these developments, the team installed a total of 16 single-phase distribution transformers, 9,407 feet of #2 15kV copper primary cable, and 35 secondary pedestals. With all backbone primary circuits, secondary distribution cables, and associated equipment now in place, the team is coordinating final service installations as home construction progresses.

Washington Substation Preventative Maintenance

As part of our five-year rotating maintenance schedule, we will be performing preventative maintenance on the Washington Substation and switchgear building. The five-year maintenance on substations and other key equipment is an industry's best practice and assists in getting the most lifespan on some of our most critical and expensive assets. We are able to de-energize all of the major equipment on-site without having to give forced outages on any customers. This will take roughly one week and will start on December 15th, in the next months board report staff will provide feedback of any critical findings.

Electrical Infrastructure Outlook

As we enter budget season, it is an appropriate time to step back and review the broader outlook of our electrical infrastructure. The system has experienced steady load growth over the past several years, and our capacity has kept pace due to major upgrades at the Perry, Washington, Northside, Fairview, and Riley Substations. In 2020, ZBPW operated with 135 MVA of 69kV/12.47kV substation transformer capacity. Since then, we have added an additional 100 MVA of capacity. These enhancements have primarily strengthened the distribution portion of our substation assets.

Looking ahead, staff are actively evaluating additional projects necessary to maintain iron-clad reliability at the 138kV transmission level as demand continues to grow.

Beyond transmission planning, forecasted large load additions on the distribution system are accelerating the need to complete Northside Substation Bus #2. This installation will mirror the configuration of Northside Bus #1, which was placed in service last year. Much of the foundational work for Bus #2 was completed during the original substation construction; however, several key pieces of equipment are still required to fully commission this addition.

Outage Statistics

No major updates to the outage statistics for the month on November. The system held up well during the winter storm that occurred during the Thanksgiving holiday, with one pole needing replacement during the weather. Aside from the storm, our outage statistics are still balancing out from the outage on September 20th of this year, this is the reason the CAIDI looks inflated compared to the data from 2024.

Rolling Outage Statistics	2024	2025
SAIDI	5.04	11.14
SAIFI	0.13	0.06
CAIDI	38.79	177.10
ASAI	99.9991	99.9981
Momentary Interruptions	6	4
Sustained Interruptions	18	21

ELECTRIC DEPARTMENT REPORT

October 2025

<u>OPERATIONS</u>	<u>October 2025</u>		<u>October 2024</u>		<u>PERCENT CHANGE</u>
BPW	53,349	KWH	44,027	KWH	21.2%
RENEWABLES	6,661,124	KWH	7,785,757	KWH	-14.4%
PURCHASED POWER	30,918,000	KWH	30,359,159	KWH	1.8%
SYSTEM TOTAL	37,632,473	KWH	38,188,943	KWH	-1.5%

ENERGY SOLD

RESIDENTIAL	3,373,838	KWH	3,150,979	KWH	7.1%
COMMERCIAL	2,204,516	KWH	2,253,363	KWH	-2.2%
INDUSTRIAL	29,160,533	KWH	28,365,031	KWH	2.8%
PUBLIC	2,333,413	KWH	2,215,572	KWH	5.3%
SYSTEM TOTAL	37,072,300	KWH	35,984,945	KWH	3.0%

CHARGES FOR SERVICES

RESIDENTIAL	\$346,086.87		\$333,586.37		3.7%
COMMERCIAL	\$223,130.67		\$232,113.87		-3.9%
INDUSTRIAL	\$2,282,658.91		\$2,255,896.29		1.2%
PUBLIC	\$201,783.09		\$196,224.26		2.8%
STREET LIGHTS	\$10,211.45		\$10,367.15		-1.5%
TOTAL CHARGES	\$3,063,870.99		\$3,028,187.94		1.2%

CUMULATIVE FOR FISCAL YEAR

KWH PURCHASED AND GENERATED	168,192,018	KWH	162,519,139	KWH	3.5%
KWH SOLD	165,877,135	KWH	157,959,540	KWH	5.0%
SYSTEM LOSSES	2,314,883	KWH	4,559,599	KWH	
SYSTEM LOSSES (PERCENT)	1.4%		2.8%		
TOTAL CHARGES FOR SERVICES	\$13,636,817.70		\$13,219,059.92		
AVERAGE RATE PER KWH SOLD	\$0.08221		\$0.08369		-1.8%

PEAK HOUR

PURCHASED POWER - 10/6/25 @ 2PM	73,322	KW	68,826	KW	
POWER GENERATED	0	KW	0	KW	
TOTAL PEAK	73,322	KW	68,826	KW	6.5%

ALL TIME PEAK - 91,663 KW - 6/24/25 @ 2PM

RENEWABLE ENERGY CREDITS

	Monthly RECs Generated	REC Bank (Available)	Pending (Est.)	Total (with Pending)	
BEEBE WIND FARM	396	7,948	4,406	12,354	
PEGASUS WIND FARM	2,600	46,399	27,747	74,146	
ASSEMBLY SOLAR 1	1,093	18,068	13,607	31,675	
ASSEMBLY SOLAR 2	1,354	22,825	17,180	40,005	
INVENERGY SOLAR	1,299	21,417	15,102	36,519	
BRANDT WOODS SOLAR	417	0	4,199	4,199	
PURCHASED	0	0	0	0	
TOTALS:	7,159	116,657	82,241	198,898	
2025 COMPLIANCE REQUIREMENT:				64,422	
BALANCE (Carry Forward):				134,476	

VOLUNTARY GREEN PROGRAM 3.9 47 0 47

Note 1: 'Pending' RECs have been generated, are due to the BPW and are awaiting transfer

Note 2: RECs counts include applicable Michigan Incentive RECs (iRECs)

SEPTEMBER 2025 FUEL AND PURCHASED POWER COSTS

	<u>TOTAL COST</u>	<u>KWH</u>	<u>AVERAGE COST (MILLS)</u>
FUEL USED AT PLANT	\$8,528.19	100,980	84.45
PURCHASED POWER	\$2,249,812.16	40,026,670	56.21
SYSTEM TOTAL	\$2,258,340.35	40,127,650	56.28

ADJUSTMENT FACTOR

(SYSTEM AVERAGE COST - 45.00) X 1.06 X 0.001 = \$0.011956
12 month rolling average \$0.016525

TO: Chairperson Boerman and Members of the Board of Public Works

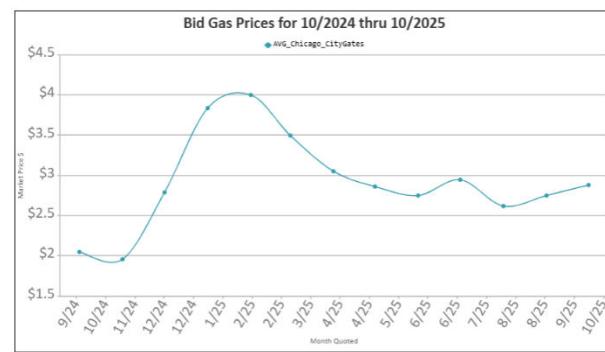
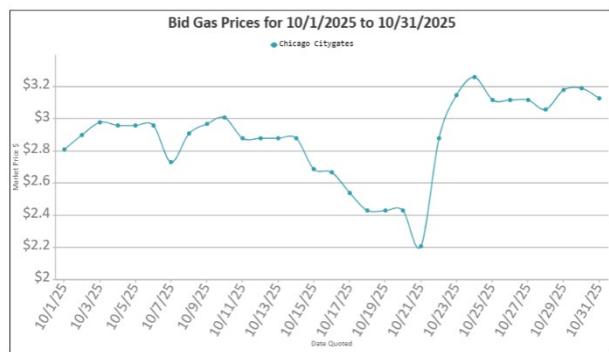
FROM: Robert Mulder - Power Supply & Market Operations Manager

SUBJECT: Power Production and Buildings & Grounds Department Report

DATE: December 2, 2025

Operations & Power Supply: October 2025

- Operation of the BPW's on system generating units increased 21.2% year-over-year, while accounting for less than 1% of our monthly energy.
- BPW renewables decreased (14.4%) year-over-year, accounting for 17.7% of our monthly energy.
 - The BPW received 3,664,199 kWh from our (4) solar PPA's, 9.7% of our monthly energy.
 - The BPW received 2,996,925 kWh from our (2) wind PPA's, 8.0% of our monthly energy.
- Purchased power increased by 1.8% year-over-year, accounting for 82.2% of our monthly energy.
- Total energy requirements decreased by (1.5%) year-over-year for a total of 37,632,473 kWh.
- System demand increased by 6.5% year-over-year, reaching a peak of 73,322 kW on 10/6/2025.
- Like previous months, MISO market prices in October increased year-over-year but remained at moderate, anticipated levels:
 - Day-ahead average: \$39.996/MWh (+39.9% year-over-year)
 - Real-Time average: \$38.951/MWh (+43.6% year-over-year)
- Natural gas spot market prices:
 - The month began at \$2.81/MMBtu and closed at \$3.13/MMBtu
 - Monthly average: \$2.881/MMBtu - A 4.8% increase from September's average of \$2.749/MMBtu.



Renewable Energy Credits (RECS): October 2025

- During October, an estimated 7,159 RECs were generated (pending) in the MIRECS system from Beebe, Pegasus Wind, and the Assembly / Invenergy / Brandt Woods Solar PPAs.
- Voluntary Green Program participation remained steady at five (5) customers, totaling 3.9 RECs.
- The BPW's MIRECS account balance presently stands at 116,657 (2023 and 2024 vintage). An additional estimated 82,241 RECs are expected for January - October 2025, bringing the projected total to 198,898. The 2025 compliance requirement is 64,422.

Projects & Department Updates

- **Washington Avenue Generation Facility – Title V ROP Renewal:** A professional services contract to facilitate renewal of the facility's Title V Renewable Operating Permit (ROP) was awarded to Cornerstone Environmental (CEHS) and has been kicked off. Submission of the completed application is due by mid-October 2026.
- **Integrated Resource Plan (IRP) Update & Stakeholder Engagement:** Our first Stakeholder Working Group (SWG) session was held on November 18 and was attended by 19 members of the public, in addition to BPW and City staff. The team continues developing projections for the IRP and is preparing for the next SWG meeting on January 8, 2026. The Power Supply Strategic Planning website is updated regularly and can be accessed at the following link:

<https://zeelandbpw.com/power-generation-supply>

Buildings & Grounds

- **BPW Office Remodel & Expansion Project:** The project remains on schedule with completion targeted for May 2026. The base course of asphalt was laid on November 14 and steel delivered the week of Thanksgiving. Significant steel construction began the week of December 1 and will continue for the next couple of weeks. Several change orders have been realized to date, totaling just under \$20,000 of the \$240,000 project contingency. The most significant change order was due to the removal of unsuitable soils in the parking lot and stormwater detention areas, and replacement with sand.
- **General Facilities Work:** In addition to supporting the BPW Office Remodel project, the Buildings & Grounds staff installed significant holiday decorations at several BPW's facilities to celebrate the Christmas season. Much of this work was previously contracted but was moved in-house two years ago. Brian, Chuck, and Mark continue to raise the bar each year in every season, creating a workplace that reflects the pride and commitment to community felt by BPW staff.

TO: Chairperson Boerman and Members of the Board of Public Works

FROM: Robert Mulder – Power Supply & Market Operations Manager

SUBJECT: MPPA Capacity Sale Recommendation, Planning Year 2026/27

DATE: December 2, 2025



Background

The Zeeland Board of Public Works (BPW) participates in the wholesale power market through the Michigan Public Power Agency (MPPA). Beyond the near-term requirements of the BPW's Risk Management and Hedging Policy, staff, with the support of MPPA, periodically review the BPW's long-term capacity resources in conjunction with its load forecast and changes in market conditions to assess its resource-adequacy planning.

The State's Public Act 341 requires electric utilities to annually demonstrate sufficient capacity resources to meet 95% of the forecasted peak load, plus reserves, for the upcoming four (4) MISO Planning Years (PY). In December 2023, staff executed a series of three multi-year capacity transactions of different terms and volumes. These began in PY 2025/26 but were structured to address significant open positions in PY 2028/29, PY 2029/30, and the years that follow. The transactions required purchasing some surplus capacity in the near term to secure capacity in later years where we had substantial open positions. This was done anticipating that the near-term surplus would be re-marketed in advance of those planning years. Since these transactions were executed, market pricing for capacity have continued to increase, a trend that is projected to continue.

As preparation for MISO Planning Year 2026/27 is being finalized, MPPA recommends that the BPW execute a capacity sale of up to 6,500 kW per month. This conservative estimate represents the minimum long position in any season of the upcoming planning year, providing margin while the specific reserve margin, unit accreditation, and other factors are finalized in December. The BPW's anticipated net positions for each of the PY 2026/27 seasons are shown below.

PY2026/27	Summer	Fall	Winter	Spring
Net Position (kW per Month)	14,930	8,250	7,570	6,990

The proposed transaction will not be executed until after BPW's positions have been finalized using updated accreditation values provided by MISO. All remaining surplus seasonal capacity will be sold prior to, or as part of, the MISO Planning Reserve Auction this spring.

Recommendation

Staff recommend approval of the attached Power Purchase Commitment (PPC), authorizing the sale of up to 6,500 kW per month of electric capacity deliverable to MISO Local Resource Zone 7 for MISO Planning Year 2026/27. If approved, MPPA will execute this transaction on Zeeland's behalf at a minimum authorized price of \$7.50 per kW-Month for an estimated total revenue of \$585,000.

The BPW's Energy Risk Policy Statement specifies that transaction terms greater than the prompt year but not more than five years are authorized to be made by the Member Authorized Representative (MAR) or designated MAR, after approval by the majority vote of the BPW Power Purchase Committee (PPC). The prompt year is defined as the balance of the current and the entire next calendar year.

Attachments:

- MPPA Power Purchase Commitment Authorization (November 21, 2025)
- Zeeland Board of Public Works – Energy Risk Management Policy Statement (March 20, 2023)



November 21, 2025

Subject: **Power Purchase Commitment Authorization**

Zeeland Board of Public Works ("Zeeland"), through its Member Authorized Representative, hereby authorizes a Capacity Sale, as described below, by Michigan Public Power Agency ("MPPA") on behalf of Zeeland at the following Quantity, Term, and minimum price levels. The capacity sold through this Authorization will be delivered into the Midcontinent Independent System Operator ("MISO") Local Resource Zone 7.

Planning Year	Up to Capacity per Month (kW)	Minimum Authorized Sale Price (per kW Month)	Estimated Total Revenue for Planning Year
PY 26/27	6,500	\$7.50	\$585,000

The Capacity Sale outlined above is the for the amount forecasted to be above Zeeland's MISO capacity requirements in the applicable forward planning year and represents an estimated transaction value of \$585,000.

Member Authorized Representative:

Signature

Printed

Date

Zeeland Board of Public Works – Energy Risk Management Policy Statement

In order to establish a formal umbrella that governs the management of energy risk, as well as to set forth clean risk management governance, responsibility, and decision-making processes, and to identify and require adoption of supporting risk management policies to manage energy supply risk for the Zeeland Board of Public Works, the following is adopted:

The Zeeland Board of Public Works (BPW) ratifies the Michigan Public Power Agency's (MPPA) Power Supply Risk Management Policy (PSRM) dated February 8, 2023 as amended (attached). In accordance with these policies, the BPW appoints the General Manager as its Member Authorized Representative (MAR), and has designated an alternate MAR in the event that the General Manager is unavailable.

The BPW affirms its internal power supply transaction authority limitations for authorized commodities, which apply to both the purchase and sale as outlined below. The prompt year is defined as the balance of the current, and entire next calendar year. The BPW Purchase Power Committee (PPC) consists of the BPW Chairperson, the General Manager (or designated alternate MAR), and any one of the remaining BPW Commissioners.

- Transaction terms greater than five years are to be recommended by the BPW Board and approved by Zeeland City Council.
- Transaction terms greater than the prompt year but not more than five years are authorized to be made by the Member Authorized Representative (MAR) or designated alternate MAR, after approval by the majority vote of the BPW Power Purchase Committee (PPC).
- Transaction terms within the prompt year that exceed 15% of the forecast requirement are authorized to be made by the Member Authorized Representative (MAR) or designated alternate MAR, after approval by the majority vote of the BPW Power Purchase Committee (PPC).
- Transaction terms within the prompt year not exceeding 15% of the forecast requirement are authorized to be made by the MPPA Director of Power Supply, without the expressed approval of the Member Authorized Representative (MAR).

The BPW's approved power supply transaction commodities include:

- Energy, transmission service, Renewable Energy Credits (RECs), bilateral ancillary services, capacity, and others identified in Appendix C of the MPPA PSRM.
- MISO and/or PJM authorized commodities: Generation and Demand Awards, Import/Export Transactions, Ancillary Service Awards, and Financial Transmission Rights

The Zeeland Board of Public Works elects the MPPA "Stability Plan" as the adopted energy hedge plan, which consists of the prompt year plus 8 year horizon.

Submitted: March 14, 2023 (Revised)

BPW Adopted: March 20, 2023

TO: Chairperson Boerman and Commissioners
FROM: Andrew M. Boatright, General Manager
SUBJECT: Item 7 - Other Business – December 9, 2025 Board of Commissioners Meeting
DATE: December 5, 2025



A. Approve the Board of Commissioners 2026 Board Meeting Schedule: Included under this tab is the proposed Board of Commissioners meeting schedule for calendar year 2026. I would like to draw your attention to the month of February, where two meetings are scheduled. In addition to the regular meeting on February 10, we are requesting a second *special* meeting dedicated to reviewing and discussing the FY 2027 budget. Staff welcomes any Commissioner feedback, particularly regarding potential conflicts with your personal schedules.

Requested Action: Approve the 2026 Board of Public Works Meeting Schedule.

B. Approve Water Terms of Service: Please refer to my memo and documents included under this tab regarding adoption of the Water Utility Terms of Service, which, if adopted, becomes effective January 1, 2026.

Requested Action: Approve Ordinance No. 1048 to amend Section 40-124 and Section 40-125 and to Repeal Sections 40-147 through 40-155 of Volume I of The Code of the City of Zeeland, Michigan.

Requested Action: Approve the Resolution to adopt the Water Terms of Service effective January 1, 2026.

C. Approve Electric Terms of Service: Please refer to my memo under tab 7. B. and documents included in this tab regarding adoption of the Electric Utility Terms of Service, which, if adopted, becomes effective January 1, 2026.

Requested Action: Approve Ordinance No. 1047 to Amend Sections 40-74 through 40-77 and Sections 40-97 through 40-102 of Volume I of The Code of the City of Zeeland, Michigan.

Requested Action: Approve the Resolution to adopt the Electric Terms of Service effective January 1, 2026

D. Upcoming Events:

- **Next Regular ZBPW Board Meeting, Tuesday, January 13, 2026, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland**
- Power Supply Strategic Planning and Stakeholder Engagement Initiative - Stakeholder Working Group Meeting #2, Thursday, January 8, 2026, 4:00 – 6:00 p.m., Howard Miller Library / Community Center West Activity Room (<https://zeelandbpw.com/power-plan/>)
- Holiday Power Dollars Distribution, Monday, December 1 – Friday, December 12, 2025 (<https://zeelandbpw.com/holiday-power-dollars/>)

NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE
BOARD OF PUBLIC WORKS
CITY OF ZEELAND, TO BE
HELD DURING THE CALENDAR YEAR
COMMENCING JANUARY 1, 2026 AND ENDING
DECEMBER 31, 2026

TO ALL PERSONS INTERESTED IN THE MEETINGS OF THE
BOARD OF PUBLIC WORKS, ZEELAND, MICHIGAN

PLEASE TAKE NOTICE that the Board of Public Works of the City of Zeeland, 350 E Washington, Telephone 616-772-6212, will hold regular meetings at the following dates, times, and locations during the calendar year commencing January 1, 2026 and ending December 31, 2026:

<u>DATE</u>		<u>TIME</u>	<u>LOCATION</u>	<u>ADDRESS</u>
January	13	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
February	10	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
February	17	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
March	10	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
April	14	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
May	12	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
June	9	3:30 p.m.	Water Warehouse Meeting Room	330 E. Washington
July	14	3:30 p.m.	Board Conference Room	350 E. Washington
August	11	3:30 p.m.	Board Conference Room	350 E. Washington
September	8	3:30 p.m.	Board Conference Room	350 E. Washington
October	13	3:30 p.m.	Board Conference Room	350 E. Washington
November	10	3:30 p.m.	Board Conference Room	350 E. Washington
December	8	3:30 p.m.	Board Conference Room	350 E. Washington

Proposed minutes of each of the meetings listed above will be available for public inspection during regular business hours at the City Clerk's Office not more than eight business days after the date of said meeting, and approved minutes of each meeting will be available for public inspection during regular business hours, at the same location, not more than five business days after the meeting at which the minutes were approved. Approved minutes are also available on-line <https://www.cityofzeeland.com/AgendaCenter>.

The BPW has the right to change the location as needed and special meeting dates will be announced by the City Clerk in accordance with this law.

THIS NOTICE is given in compliance with Act No. 267 of the Public Acts of Michigan 1976.

Kristi DeVerney, City Clerk

DATED: December 2025

The City of Zeeland will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing with a need for an accommodation being provided upon a notice to the City of Zeeland by the Monday preceding the meeting by 5:00 p.m. With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation. Individuals requiring auxiliary aids or services should contact the City of Zeeland by writing or calling the City Clerk's office 772-6400.

TO: Chairperson Boerman and Commissioners



FROM: Andrew M. Boatright, General Manager

SUBJECT: **Agenda Items 7. B. and 7. C. - ZBPW Water and Electric Terms of Service**

DATE: December 5, 2025

The following is a summary of key content updates in the newly developed ZBPW "Terms of Service" documents for Water and Electric, which replaces the prior document titled "Rules and Regulations". The new Terms of Service enhance clarity, strengthen customer protections, and align ZBPW policies with current regulatory and operational standards.

The former Rules and Regulations documents have been retitled Terms of Service (Terms) to reflect their function as a customer-facing agreement that defines service conditions, customer responsibilities, and rights. The revised format improves readability, simplifies legal language, and aligns with current utility communication standards.

A more comprehensive glossary has been added to define key terms such as "critical care customer", "medical emergency", "eligible senior citizen", "tenant", and so on. The Terms now include detailed criteria and certification procedures for customers qualifying as critical care or medical emergency households. The policy specifies documentation requirements, renewal timelines, and allowable postponement periods for shut-off, ensuring fair and consistent application. These additions ensure consistent application of policies and compliance with applicable regulations.

The new Terms document includes enhanced language clarifying procedures for service disconnection and restoration. Details include the required notification process, payment arrangements, and reconnection procedures. Customer protections for senior citizens, low-income households, and medical or critical-care customers are consolidated into a single, clear policy.

The new Terms provide clear guidance for properties served by master meters, specifying that the landlord or management authority is the customer of record and fully responsible for payment of all utility charges.

The revised Terms include explicit references to cross-connection and backfeed prevention requirements under the ZBPW's water cross connection and electrical safety and interconnection standards.

As part of this initiative, staff request approval of companion legislation that removes the former "Rules and Regulations" and "Fees and Charges" sections from the Zeeland City Code and enables future revisions of the Terms of Service documents to be accomplished by Resolution of the Board of Commissioners and City Council. This approach will streamline the update process, allowing more timely administrative revisions while maintaining appropriate oversight and transparency.

Recommendation

(Note: Separate Board action is requested for each action item in the order listed below.)

- Approve Ordinance No. 1048 to amend Section 40-124 and Section 40-125 and to Repeal Sections 40-147 through 40-155 of Volume I of The Code of the City of Zeeland, Michigan.
- Approve the Resolution to adopt the Water Terms of Service effective January 1, 2026
- Approve Ordinance No. 1047 to Amend Sections 40-74 through 40-77 and Sections 40-97 through 40-102 of Volume I of The Code of the City of Zeeland, Michigan.

- Approve the Resolution to adopt the Electric Terms of Service effective January 1, 2026

If approved by the Board of Commissioners, this legislation will be presented to City Council for consideration at their regular meeting on December 15.

Attachments:

Under Tab 7. B.

- 1) Ordinance No. 1048
- 2) Resolution - Adoption of Water Terms of Service
- 3) ZBPW Water Terms of Service effective January 1, 2026

Under Tab 7. C.

- 1) Ordinance No. 1047
- 2) Resolution - Adoption of Electric Terms of Service
- 3) ZBPW Electric Terms of Service effective January 1, 2026

CITY OF ZEELAND

ORDINANCE NO. 1048

(An ordinance to Amend Section 40-124 and Section 40-125
and to Repeal Sections 40-147 through 40-155 of Volume I of
The Code of the City of Zeeland, Michigan)

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa, Michigan, held in the Zeeland City Hall in said City on December ___, 2025, at 7:00 o'clock P.M., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and ordinance were offered by Council Member

_____ and supported by Council Member _____:

WHEREAS, the Board of Public Works has reviewed the terms for providing water service to its customers;

AND WHEREAS, it is recommended that various fees and scheduled be adopted and made available to its customers and potential customers in a document which is entitled "Water Terms of Service";

AND WHEREAS, the Water Terms of Service will be approved by the Board of Public Works and by a resolution of the City Council and the updating of the Water Terms of Service will be more expediently changed if changes are adopted by a resolution of the City Council;

AND WHEREAS, to make the necessary changes, various sections of the Zeeland City Code must be amended and/or repealed;

AND WHEREAS, the public will be able to access the Water Terms of Service on the BPW's website and from the staff of the Board of Public Works.

THE CITY OF ZEELAND ORDAINS.

Section 1. Section 40-124 and Section 40-125 of Volume I of The Code of the City of Zeeland, Michigan are hereby amended to read in their entirety as follows:

“Sec. 40-124. Water department service rules, and regulations.

Terms of service of the water service contract for every person, firm, organization or entity which is supplied with water from the board of public works shall be established by a resolution which has been approved by the City Council.”

“Sec. 40-125. Water service fees and charges schedule.

Water service fees and charges shall be established by a resolution which has been approved by the City Council.”

Section 2. Section 40-145 through Section 40-155 of Volume I of The Code of the City of Zeeland, Michigan are hereby repealed in their entirety.

Section 3. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 4. This Ordinance shall take effect immediately upon publication thereof and is hereby declared to be an Emergency Ordinance.

This Ordinance is hereby adopted on the _____ day of December, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

City of Zeeland

By: _____

Richard J. Van Dorp III, Mayor

By: _____

Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. _____ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on December _____, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. _____ or a summary of such Ordinance was published in the Zeeland Record on the _____ day of December, 2025.

Kristi DeVerney, Clerk

RESOLUTION
(Adoption of Water Terms of Service)

City of Zeeland
County of Ottawa, Michigan

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa, Michigan, held in the City Hall in said City on December ___, 2025, at 7:00 o'clock p.m., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____
and supported by Council Member _____.

WHEREAS, the Board of Public Works has reviewed its terms and conditions for connecting to the water distribution system of the Zeeland Board of Public works and for purchasing water from the Zeeland Board of Public Works;

AND WHEREAS, the Water Terms of Service have been reviewed by the Board of Public Works and such Terms of Service will be made available to the public in both print and electronic formats;

AND WHEREAS, the Water Terms of Service are necessary to operate a reliable water utility and to provide information to customers as to enrollment procedures, discontinuation requests, reasons for suspension of service, payment obligations, landlord obligations, billing information, deposits, service charges and liens, shut-off policies, payment plan alternatives, dispute resolution procedures and other miscellaneous information;

AND WHEREAS, the Water Terms of Service will promote the public welfare and will promote the public safety since the Water Terms of Service also provide for service in hardship and in emergency conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The attached Water Terms of Service are hereby adopted and approved in their entirety.

The attached Water Terms of Service will become effective on January 1, 2026.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

RESOLUTION DECLARED ADOPTED.

Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on December ___, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Kristi DeVerney, Clerk

WATER TERMS OF SERVICE ATTACHMENT



Water Terms of Service

Effective January 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 by not a dwelling unit.

Corporation Stop: A valve that connects the service line to the Water Main. It is tapped directly into the main and controls flow from the main into the service line.

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.

Curb Stop: A water service line valve that is used to shut-off water service without having to access the Customer premise. The valve is typically located seven feet (7') inside the public right-of-way or at the edge of the Water Main easement.

Curb Box: a vertical cast-iron pipe extending from curb or sidewalk level down to the shutoff (Curb Stop) at the water-main connection.

Customer: A purchaser of electrical and 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 have a bathroom.

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

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

Landowner: the person(s), legal entity, or authorized representative who holds legal title to the property receiving water service, as recorded in the official property records of the applicable jurisdiction. Where property ownership is vested in a business entity, trust, association, or governmental body, the landowner shall be that entity, acting through its authorized agent. The landowner may designate a property management company or other duly authorized agent to act on their behalf in establishing and managing the service account. However, the landowner remains ultimately responsible for compliance with all Terms of Service, including payment of charges, fees, and penalties, regardless of any delegation to a management company or agent.

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 and/or 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 Horn: The device that holds the meter between the two (inlet and outlet) shut-off ball valves within the structure.

Meter Constant: multiplier or factor that relates the meter dial or digital reading to the actual volume of water consumed.

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

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.

Readiness To Serve 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.

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

Tenant: Any person or entity that occupies premises under lease, rental agreement, or similar arrangement. In the case of master-metered properties, the Landowner shall be deemed the customer of record and shall be responsible for all charges incurred for water service supplied through the master meter. The ZBPW shall not be responsible for the distribution or allocation of water costs among tenants of master-metered properties.

Water Main: The city's way of bringing water access to buildings or homes.

Water Meter: Measures the amount of water used in your home or business, typically measured in cubic feet or gallons. Utilities use meter readings to determine your monthly bill.

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 service with ZBPW agrees to abide by all ZBPW Terms of Service and Rates. All Rates are subject to revision at any time upon approval by the ZBPW Board of Directors 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

ZBPW and the City of Zeeland will use ordinary diligence in providing utility service but does not guarantee constant or continuous service. By applying for utility service, each Customer shall be deemed to have agreed that ZBPW:

1. May interrupt or suspend service at any time, either with or without notice, for inspection, repair, maintenance, alteration, or change on the Customer's premises or elsewhere; and

2. Shall have no duty, obligation, responsibility, or obligation for or by reason of any such interruption or suspension of service, or for any damage or loss resulting therefrom.

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 business 10 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 5. F. Account Security Deposits.

4. Readiness to Serve

All active accounts will be billed the Readiness To Serve Charge based on account type and size. Service must be completely disconnected or suspended to eliminate the readiness to serve 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. Readiness to Serve charges shall not be prorated for Customer requested suspension of service.

5. Responsibility for Payment of Bill

A. General

Each ZBPW Customer is responsible to pay 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 (if applicable).
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 issued. 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 by any of the following:

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, ZPBW 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.

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 undercharge amount.

I. Account Security Deposits

ZBPW requires account security deposits from all Tenants and Residential Customers of mobile home parks. ZBPW shall not provide services to the premises until it receives a security deposit from the Tenant, or an individual or entity acting on behalf of the Tenant.

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.

The ZBPW shall require the standard residential account security deposit for all residential accounts serving leased residential properties, including mobile home parks, and for Customers who have filed for bankruptcy and continue to live in their homes.

Moreover, if any residential account has been disconnected for nonpayment, an additional deposit equal to the standard residential security deposit will be required each time any residential account is disconnected for nonpayment before service will be reconnected.

2. The ZBPW may require an account security deposit of up to two (2) times the average monthly billing for commercial or industrial accounts.
3. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shut-off for nonpayment shall be determined as follows:
 - a. If the Customer has been disconnected once within the last three years, then the deposit shall be two (2) times the average or estimated monthly billing for the premises.
 - b. If the Customer has been disconnected twice within the last three years, then the deposit shall be three (3) times the average or estimated monthly billing for the premises.
 - c. If the Customer has been disconnected three times within the last three years, then the deposit shall be four (4) times the average or estimated monthly billing for the premises.
 - d. If the Customer has been disconnected more than three times within the last three years, then the deposit shall be six (6) times the average or estimated monthly billing for the premises.
4. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to unauthorized use, diversion, or interference shall be four (4) times the average monthly bill for the Premises.
5. ZBPW may also require payment of the delinquent account and approved charges as a condition of providing, restoring, or continuing service if the prior account is in the Customer's or applicant's name, is delinquent and owed to ZBPW and accrued within the last six (6) years.
6. 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.

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

Except as otherwise provided or limited by state law, the city 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 city determines` to be the responsibility of the service Customer.

K. Placement on Tax Rolls

1. 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 City 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.

2. 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.

L. 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 services. 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:

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 Shut-Off

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

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 shut off 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.

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 10 days before the date of the proposed shut-off. ZBPW shall maintain a record of the date the notice was sent.

C. Permissible Shut-Off

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 water service policy establishing the terms and conditions under which water 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. Shut-Off 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 shut-off of electric or water, at least one day before the service shut-off, ZBPW shall make no less than one attempt, in addition to the notice of shut-off, 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 Shut-Off

For an involuntary shut-off using a meter with a remote shut-off 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 shut-off of service is imminent and of the steps necessary to avoid shut-off.

G. Restoration

ZBPW shall restore service upon a Customer's request when the cause for the shut-off 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 on the day requested, and no later than one working day after the Customer's request. 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.

H. Charges for Shut-Off and Restoration

ZBPW will assess the Customer charges once a disconnect order has been issued and the meter has been disconnected and restored. Please refer to the fee schedule for applicable charges. Personal checks and EFT/ACH will not be accepted for payment following disconnection.

I. Critical Care and Medical Emergency Residential Customers

I. Postponement

For electric and water service, ZBPW will postpone shut-off of service for up to 21 days if a Customer is a Critical Care Customer or has a Medical Emergency. The Customer shall identify the period during which the shut-off will aggravate the medical emergency. If the Customer provides additional documentation or certification ZBPW will postpone the shut-off 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 shut-off 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 shut-off 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.

A. 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 agreement until the 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.

J. Active-Duty Customers

Active-Duty Customers are residential households where:

1. The household income is reduced because the Customer of record, or the spouse 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. Shut Off Prohibited

ZBPW shall not shut off service to an active-duty Customer during his or her 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 Customer.

II. Notification

An active-duty 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 provider, this shut-off protection does not void or limit the obligation of the active-duty Customer to pay for services received during his or her time of service.

IV. Payment Plan

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

1. Establish a payment plan requiring minimum monthly payments that allows the active-duty 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 Customers with access to existing information on ways to minimize or conserve their service usage.

7. Complaint Resolution

A. Complaint

In the event that a ZBPW Customer believes that ZBPW is in violation of this policy or, [Michigan Legislature - Section 460.9q](#) and that the Customer's service was shut off without merit, the Customer shall have the opportunity to file a complaint with ZBPW Customer Service.

B. Initial Review

Upon a Customer's filing of a complaint, ZBPW Customer Service shall review the decision to shut off the Customer's service in a timely manner. If Customer Service finds that the service was improperly shutoff, it shall restore service to the customer. If Customer Service finds that the shutoff was proper, it shall refer the complaint to the General Manager, or in his/her absence, the manager on premise, for a final determination regarding the shutoff.

C. Final Review

If the General Manager, or in his/her absence, the manager on premise, finds that the service was improperly shut off, ZBPW shall restore service to the Customer. If the General Manager, or in his/her absence, the manager on premise, finds that the shutoff was proper, ZBPW shall issue a written decision via first-class mail or other reliable means of delivery.

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.

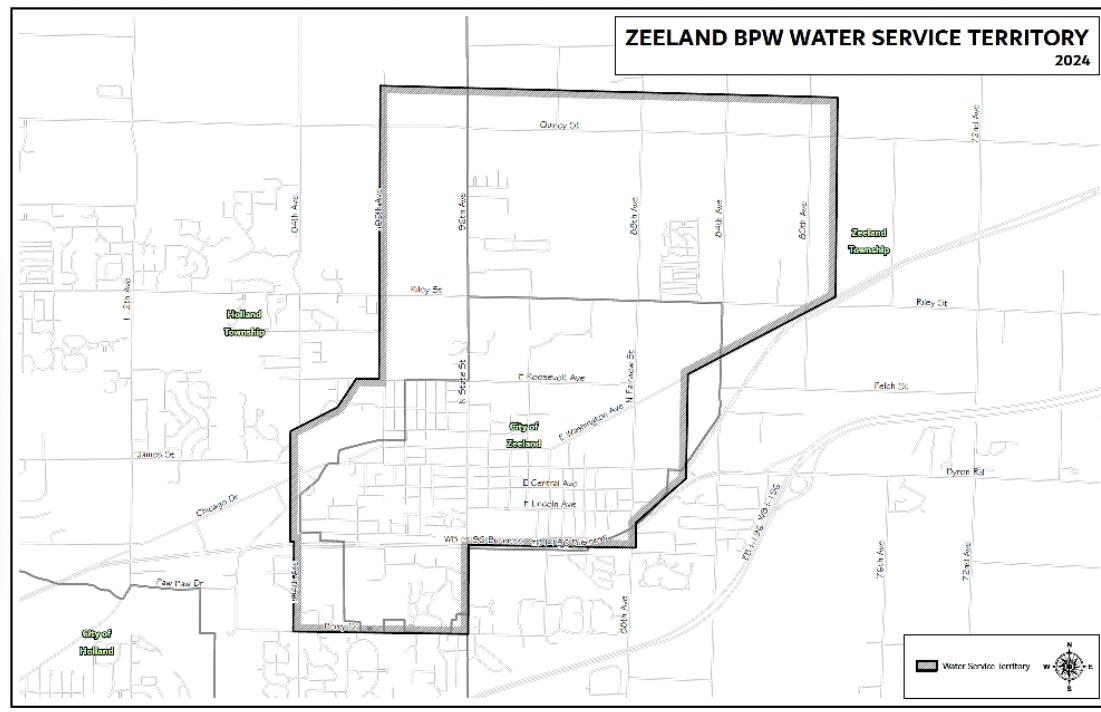
C. Right of Way and Easement Restoration

ZBPW utility equipment (fire hydrants, poles, transformers, etc.) is often located in the road rights-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 responsible for repair or replacement of disturbed landscaping, trees, fencing, structures or other items placed in the right-of-way or easement. 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.

11. Water Service Area

Please use the link below to view a map and description of the ZBPW water service territory:
zeelandbpw.com/water



12. Definitions

Assessment: Payment required due to a public work that has benefited a parcel.

Appurtenances: Any device, piping, equipment, or accessory connected to the distribution system that is used for the delivery of water or maintenance of the system.

Corporation Stop: A valve that connects the service line to the Water Main. It is tapped directly into the main and controls flow from the main into the service line.

Curb Stop: A water service line valve that is used to shut-off water service without having to access the Customer premise. The valve is typically located seven feet (7') inside the public right-of-way or at the edge of the Water Main easement.

Curb Box: a vertical cast-iron pipe extending from curb or sidewalk level down to the shutoff (Curb Stop) at the water-main connection.

Cross-Connection: A physical interconnection, arrangement or condition of the Customer's plumbing through which the potable water furnished by ZBPW's Water Distribution System could become contaminated if backflow takes place.

Customer Piping: A piping system owned or controlled by the Customer that conveys water from the Service Location throughout the Customer's Premises.

Demand: The rate of water delivered at a given point.

Facilities: A general term which includes devices, associated structures and the like used as a part of or in connection with a water installation such as pipes, fittings, valves, fire hydrants, associated structures and the like.

Fire Protection Service: Pipes, valves, backflow devices and appurtenances installed from the Water Main to the customer's premises for the sole purpose of providing water for firefighting on the served premises.

Meter Setting: Pipes, valves and appurtenances that house the water meter.

Meter Transmitter Unit (MTU/MXU): A device connected to each water meter that automatically transmits water usage data to the ZBPW at regular intervals, typically every 12 hours or less. This unit enables remote meter reading and supports efficient monitoring of water consumption.

Private Fire Hydrant: The hydrant and appurtenances owned and maintained by the Customer, installed on Customer Piping on private property to provide water primarily for firefighting purposes.

Public Fire Hydrant: The hydrant and appurtenances owned and maintained by the ZBPW, installed on public Water Mains within public right-of-way or in ZBPW approved easements to provide water primarily for firefighting purposes for public benefit.

Service Stub: A piping system owned or controlled by the Customer that convey water from the Service Location throughout the Customer's Premises.

Service Connection: The point at which the water service line is connected to the ZBPW water distribution system.

Trench: A cut in the ground in which cables, pipes, etc. are installed.

Water Distribution System: The system of Water Mains, pipes, pumps, motors, fittings, tanks, valves, fire hydrants and all equipment and appurtenances thereto, necessary to distribute water to customer water services.

Water Main: A pipe owned and maintained by the ZBPW installed in a public rights-of-way or easements that conveys water to a Customer water service or to a fire hydrant.

13. Service Conditions

A. Description of Service

ZBPW produces and distributes potable water, meeting standards established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for public use throughout its service area.

ZBPW provides two types of services: metered service and non-metered service. Nonmetered services are designed for the sole purpose of supplying water to fire protection services.

ZBPW is responsible for and will maintain all of the Water Distribution System within the City of Zeeland and in portions of the townships served by the water system, which portions shall be defined by legal agreements between the ZBPW and the townships. The Water Distribution System consists of all Water Mains that are available to supply water to more than one water Customer service line.

B. Financing for Water Line Improvements

Refer to Section 40-123 of the City of Zeeland Codified Ordinances.

C. Access

ZBPW's authorized personnel or agents shall have access to the Customer's Premises at all reasonable hours for all purposes necessary to operate and maintain water service, including without limitation:

1. Install, inspect, observe, read, repair, maintain, test or remove its meters or MXU's.
2. Install, operate and maintain other ZBPW equipment or Facilities.
3. Inspect Fire Service installations, Customer Piping, and backflow devices.
4. Survey for cross connection hazards.

5. Determine the connected water Demand.

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

D. Service Interruption

ZBPW shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the ZBPW's reasonable control. Water service may be restricted or discontinued for repairs to Water Mains, fire hydrants, Customer's service connection or associated Appurtenances.

E. Customer Responsibilities

The customer shall, at the customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water.

I. Protection of Customer's Equipment

The customer shall be responsible for installing suitable safety switches, alarms, low pressure or water-flow cut-offs, etc., on all equipment which depends upon water services for protection against damage or failure. This equipment protects against any possible interruption of flow or drop in pressure in the ZBPW's water supply. No claim shall be made against the ZBPW for interruption of water supply.

II. Water Service Connection Applications

New connections to the Water Main require approval from the local municipal authority. New water service connection applications are issued by ZBPW and can be completed online via the ZBPW website (zeelandbpw.com) or via an application form obtained at the ZBPW Administrative Office. For connections in the Townships, service applications and plumbing permits are issued at the respective township office. Plumbing permits in the City are issued by the Community Development Department at City Hall.

The service application shall be supplemented with plans, specifications, or other information when requesting a water service connection that is larger than 2" or when requested by ZBPW due to non-standard site conditions.

The applicant is responsible for payment of any charges or fees incurred for connecting to the water system in accordance with the Fee Schedule.

14. Use of Service

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

The renting of a premises, with the cost of service included in the rental as an incident of tenancy, will not be considered a resale of such services.

No person except authorized fire department personnel and such other people as determined by ZBPW shall operate and/or take water from a fire hydrant, Fire Service, or any other unmetered connection, unless otherwise approved by ZBPW. Any other use of fire hydrants requires installation of a hydrant meter and backflow prevention device obtained from ZBPW. A hydrant meter rental application must be submitted and approved by ZBPW, and the Customer shall pay all fees in accordance with the Fee Schedule.

A. Customer Piping and Equipment

The Customer is responsible for all service piping downstream of the ZBPW owned shutoff valve. For domestic services this valve is typically located near the edge of the right-of-way. For Fire Protection Services the delineation of ownership shall be after the first shutoff valve from the Water Main.

ZBPW may deny or terminate service to any Customer whose water piping or equipment constitutes a hazard to water quality, the ZBPW's employees, ZBPW equipment, or its service to others.

Alterations to the Customer water service or associated equipment are prohibited without a plumbing permit acquired from the local municipality having jurisdiction.

If the Customer piping is found to be leaking before the meter, the Customer will be notified and is subject to shut off. If the leak is causing damage to property (i.e. washing out or eroding the soils, causing flooding or dangerous icy conditions, etc.) then ZBPW will shut off water to the service immediately. The Customer is responsible for maintaining awareness of their internal plumbing conditions and promptly notifying ZBPW of any leaks from the ZBPW owned water meters. ZBPW shall not be liable for excessive damage caused to private property from long-term leakage due to the failure of the Customer to check the condition of the water meter.

B. Water Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, backpressure, water hammer or other problems in the water distribution system or to other Customers. 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 reconnections.

C. Termination of Service

In the case of utility termination due to building demolition, partial or full basement installation, foundation replacement or house moving, the following steps have been established:

1. A Request for Utility Service Termination must be completed by the Customer or the agent.
2. All services must be terminated at the Water Main unless otherwise approved by ZBPW. If termination at the Water Main requires excavation in public right-of-way, a fee will be assessed to the Customer or agent in accordance with the Water Utility Fee Schedule.
3. City Customers must request a permit for building demolition, partial or full basement installation, foundation replacement or house moving from the City's Community Development Department. Township Customers must request a permit from their township of residence.
4. Advanced notice of seven (7) business days is required for scheduling ZBPW water service terminations.
5. Permits for building demolition, partial or full basement installation, foundation replacement, or house moving will not be issued until the utility termination has been completed.
6. The applicant, owner, or agent will be billed for the service based on the Fee Schedule.

D. Disconnection and Resumption of Service

ZBPW requires that Customers requesting additional services for disconnecting and/or resumption of water services be billed according to ZBPW fee schedule to cover the cost of these services. Among the services performed which incur additional costs are: disconnects and resumption for non-payment; seasonal disconnects and resumption; and Customer

requests for service during non-business hours (unless they are for emergency repairs on ZBPW equipment).

Seasonal disconnects and resumption will involve the shut-off of the service at the Curb Stop. Service crews will only remove the meter and plug the lines if the meter is exposed to the elements. The Customer is responsible for winterizing the water meter along with the remainder of the plumbing in the home but may not remove the meter.

The Customer is required to pay all normal water charges until the date of disconnection.

Disconnects and resumption of water service shall be accomplished only by ZBPW services personnel. It is strongly recommended that a Customer be available at the premises at the time the water is turned on or off. The water service technician may decide, at their discretion, not to perform the service requested in the absence of the Customer. This decision will be based on the potential damage that may occur due to faulty plumbing within the building or due to the possibility of freezing if the building is not properly winterized. ZBPW will not be held liable for damage occurring during disconnects/resumes as the result of faulty plumbing within the customer's home or business, or as the result of improper winterization of the Customer's plumbing.

After receiving training and approval to do so by ZBPW, businesses or organizations with adequately trained staff may seasonally remove irrigation meters with notification to ZBPW. Meters shall be labeled and tagged with the size and location of the meter and reinstalled in the exact same location and in the same manner as its previous configuration.

If a disconnection of water service is made due to non-compliance with any terms by the Customer, any labor or material to disconnect or resume the water service shall be charged to the Customer.

All charges due for the disconnection of water service must be paid by the Customer before the water service will be resumed.

E. Water Use Reduction Plan

The Water Use Reduction Plan is to be implemented during times of unusually high peak water Demands, water shortage, or severe drought and consists of five stages which may be implemented at any level depending on the severity of the situation.

Restrictions may be increased or decreased at any time as conditions warrant. Decisions regarding the stage to be implemented will be made based on the judgment of ZBPW staff.

I. Public Awareness

Customers will be informed of the possibility of restricted water use and asked to restrict their use of water voluntarily.

II. Odd-Even Lawn Sprinkling

All Customers whose addresses end in an odd number will be allowed to sprinkle any time only on odd numbered dates; Customers with even-number addresses may sprinkle any time only on even numbered dates.

III. Odd-Even Sprinkling—Midnight to Noon

Same as above, except all permitted sprinkling activity must occur between the hours of midnight and noon. All sprinkling, regardless of address, will be prohibited from noon to midnight.

IV. Total Ban on Sprinkling and Non-essential Use of Water

Non-essential use of water examples include:

- Non-commercial car washes
- Washing of exterior surfaces (i.e. driveways, homes, and walks)
- Other non-essential uses as determined by ZBPW

If it is determined water use restrictions are necessary, the limitation or prohibition shall take effect immediately.

15. Metering

All Customers connected to the water system shall install a meter of such size as may be approved by ZBPW. The meter shall be installed by the ZBPW Water Department. The Customer or licensed plumber shall be responsible for installing Meter Horn and inlet/outlet ball valves provided by ZBPW. , in a suitable location for the meter where it will be protected from freezing. The meter must be easily accessible for reading.

All meters shall be sealed at the time of installation. No seal shall be altered or broken except with the authorization of ZBPW.

Meters moved for the convenience of the Customer are to be relocated at the Customer's expense and in accordance with the procedures for the installation of a new meter. ZBPW reserves the right to meter any service and to apply the established metered rates. All meter installations must be inspected and approved by ZBPW before service may be provided.

For residential Customers requiring irrigation service, the installation shall be a single meter of sufficient size to serve both the household and an irrigation system. The minimum monthly charge will apply to the particular size meter installed. Wastewater charges are calculated in accordance with Section 40-126 of the City of Zeeland Codified Ordinances.

All service connections, except Fire Services, shall be metered. Meters shall be set horizontally in a clean, easily accessible and suitable place.

All meters and MTUs/MXUs installed by ZBPW shall remain the property of the ZBPW. ZBPW reserves the right to size such metering equipment.

Meter costs are charged for initial installations to recover the first-time expense of the meter. Meters replaced due to normal wear and age are not charged to the Customer.

A. Temporary Metering

Temporary metered water service is available to contractors and others for construction. The applicant shall pay the current installation charge for the meter size requested and shall be responsible for protecting the meter from damage, freezing, cross connections, and backflow events. Such installations must be made in a manner so that unauthorized persons cannot remove the meter or interfere with its proper registration of the water taken from the service. Charges for water furnished through a temporary service connection shall be at the established rates. Temporary construction metering receives the benefit of avoiding Meter Equivalent Connection fees, however, Assessments may still be required.

B. Meter Location

1. A proper location for each meter shall be provided by the Customer. The location shall be readily accessible and well-ventilated. Such space shall be kept free from all obstructions, fixtures, etc. within a distance of three (3) feet from the meter. A clear overhead space of at least six (6) feet shall be provided. For overall space requirements of the meter connection, check with ZBPW. The location must be approved by authorized ZBPW personnel. The Customer must provide a proper location for the MTU/MXU on the outside of the building, as well as access to run wiring from the meter to the MTU/MXU and must maintain easy accessibility to the MTU/MXU for purposes of reading it.
2. The Customer shall install ZBPW-provided ball valves at the inlet and outlet sides of the Meter Horn and shall maintain them in good repair. For services two (2) inches in diameter and smaller, the valves must be water/oil/gas (WOG) ball valves. For larger services the valves must be of the resilient wedge type open left (OL).
3. A meter shall be provided for each service line entering a building.

Where, because of the number of tenants, it is the desire of the building owner to meter each tenant's water separately, a meter manifold may be permitted by the ZBPW, provided:

1. A metering room is made available by the owner for housing the water meters. Said room shall have access via common space (i.e. not through a private apartment or unit). The metering room and a key for the door shall be provided by the Customer at their expense.
2. The Customer and/or owner installs a valve on the inlet and outlet side of each meter-setting.
3. The Customer and/or owner installs a valve at the point where the primary feed line enters each apartment or office.
4. That each meter serves only one office or apartment unit with no interconnecting piping allowed between units.

Where water service is provided to a property with multiple tenants, but service is supplied through a single water meter, the Landowner shall be the sole account holder of record. The water utility will not establish individual tenant accounts under a shared meter arrangement.

1. All bills for service under a single water meter shall be issued to the Landowner. The Landowner is fully responsible for timely payment of all charges, fees, and penalties associated with the service, regardless of any private agreements between the Landowner and tenants regarding reimbursement or cost allocation.
2. The utility shall have no responsibility for billing tenants individually or for mediating disputes between tenants and the Landowner regarding allocation of water service costs. Any sub-billing arrangement shall be the sole responsibility of the Landowner.
3. Nonpayment of charges by the Landowner may result in service disconnection for the entire premises, regardless of the number of tenants served. The utility will not provide continuation of service to tenants individually under a single meter account.

4. In the event of a change of property ownership, the new owner must promptly apply to establish service in their name. Until such application is made and approved, the prior owner remains liable for all charges.
5. It is the responsibility of the Landowner to notify tenants of the service arrangement and the consequences of delinquency. The utility assumes no obligation to provide direct notice to tenants in multi-tenant properties served by a single meter.

C. Meter Horns and Ball Valves

ZBPW requires the use of Meter Horns for five-eighths inch (5/8"), three-fourths inch (3/4") and one inch (1") meter installations. These requirements pertain to new service installations, service replacements and installation of additional meters. The Meter Horn and ball valves are provided by ZBPW..

See ZBPW's Design and Construction Standards for additional details.

D. Maintenance of Meters, Meter Connections and MTUs

ZBPW shall maintain all standard water meters and MTUs/MXUs. The Customer, however, shall be held liable for protecting the meter and MTU/MXU from damage including, but not limited to, damage by freezing, heat, construction, building renovations, and negligence or willful damage by the owner, tenants, or contractors. Any meter or MTU/MXU so damaged shall be repaired by ZBPW, and the cost thereof shall be billed to the Customer. The Customer shall also be responsible for a service call charge in addition to the meter replacement charge.

No person shall tamper with any meter or MTU/MXU or remove or break any seal placed on a meter. Evidence that such tampering has occurred will result in the charging of a tampering fee.

E. Bypasses Around Meters

Bypasses may be plumbed around large commercial or industrial meters with prior written approval from ZBPW. If the bypass also bypasses the principal backflow preventer, then the bypass must also have adequate backflow prevention. The bypass must have a lockable valve and ZBPW will install its own lock on the bypass valve. Tampering with the lock will result in immediate termination of services and result in a ZBPW Utility Theft Investigation.

F. Upsizing/Downsizing Meters

Customers wishing to increase or decrease the size of their meter may make a request to ZBPW for the new meter size. ZBPW will review the request and will review Demand data provided from the Customer. ZBPW reserves the right to size the meter according to Customer water Demand. A fee is charged for this service. The Customer is responsible for hiring a plumbing contractor to install an appropriately sized meter horn prior to the installation of the new meter.

Upsizing a meter requires additional charges, provided a larger meter was not at this address in the past fifteen (15) years. Refer to the ZBPW schedule of Water Service Fees and Charges.

16. Application of Rates

A. Charges

ZBPW shall from time to time establish charges for the use of and connection to the city water system. All users are required to pay the applicable rates for connection to the system and for water use. Refer to the ZBPW schedule of Water Service Fees and Charges.

B. User Responsibility for Charges

Any persons, association, or corporation who takes possession of premises where water supply has been shut off by ZBPW and uses water without proper application for water service shall be responsible for all charges for water service. The amount of such charges shall be determined by ZBPW either by meter reading or on the basis of calculated consumption for the time water was used. Meter usage on vacant accounts will default to the last known user.

C. Connection Fees

For more details on charges for water connections fees please refer to the ZBPW schedule of Water Service Fees and Charges.

17. Services

All water service connections to Water Mains must comply with the standards and specifications set forth by the ZBPW and the Michigan Plumbing Code. All such lines and connections must be inspected either by ZBPW personnel or the local licensed plumbing inspector to ensure compliance. See ZBPW's Design and Construction Standards for additional details.

All Customer service connections are for the exclusive use of the building in which the service is connected and shall not be shared with or extended by the Customer to another building.

ZBPW shall not be responsible for damage to Customer property caused by spigots, faucets, valves, and other equipment that are open when water is turned on at the Curb Box.

The Customer shall keep their own service pipe from the Curb Stop in the right-of-way to the meter in good repair and free from leaks at their own expense. Note: If the service pipe has been previously or is currently connected to a lead gooseneck and the service pipe is galvanized on the Customer's side of the Curb Stop, the ZBPW will replace the service pipe in

accordance with Section 17. D. Water Service Line Replacement as Required by the Lead and Copper Rule.

A. Installation of Service Lines

1. All locations of water service lines shall be approved by ZBPW.
2. The installation of all water services shall be under the direction of and subject to approval by ZBPW. Only duly authorized persons shall be permitted to install a service connection from ZBPW's main to the Customer's premises.
3. Each separate building must have its own water service connection to the distribution main. Any deviations from this policy must have written approval from the ZBPW.
4. The Customer shall pay for all labor and material required for the installation of service pipe from the Water Main to the Customer's water meter location.
5. Each service shall consist of a Corporation Stop, necessary tubing or piping and curb stop complete with service box. New connections will be supplied Curb Boxes at no charge by ZBPW.
6. Customer service connections shall be installed from the Water Main to the customer's building in the most direct manner consistent with good engineering practice. The pipe comprising the connection shall cross only that legally described property upon which the building to be served is located unless an easement approved by ZBPW is acquired.
7. Property owners are allowed to connect to an existing water Service Stub outside of the right of way whether they are licensed plumbers or not, as long as it is their own service. The private property owner is not allowed to alter or interfere with that portion of the service owned by ZBPW.
8. At the time the new service is installed, all existing unused services must be terminated and abandoned. Such terminations must be inspected and approved by ZBPW personnel. Refer to Section 6. D. Termination of Service

9. All water service Facilities work performed in the public right-of-way or dedicated easement must be inspected and approved by ZBPW. Installation of water leads shall be done in accordance with ZBPW specifications.
10. Water lines from the house to the main shall not be backfilled until inspection and approval has been given by the local licensed plumbing inspector and/or ZBPW designated resource.
11. As encountered, a Customer, plumber, or contractor working on a private side service replacement or repair will be billed for any damage and removal of sand and debris from Customer meters after restoration of water service.

B. Maintenance of Service Connection, Thawing of Services

It is the intent of the ZBPW that all underground water pipes in the right-of-way from the Water Main to the Customer's property line or Curb Stop whichever comes first, be maintained by the ZBPW. This maintenance includes repair of leaking water service, Curb Box maintenance, and Curb Stop replacement.

In case of frozen water lines within the right-of-way, the ZBPW shall provide a thawing service according to the following policy:

1. ZBPW will respond to requests to thaw frozen services.
2. If the freezing occurs in the portion of the water service belonging to the ZBPW (i.e. from the main to the curb stop) the Customer will not be charged for thawing.
3. ZBPW will bear the cost of lowering its portion of the water service if the freezing problem has been caused by the shallow depth of the service.

4. ZBPW may authorize the Customer to run water to prevent additional freezing until the replacement can be made. The additional water used will be deducted from the Customer's utility bill.
5. If the freezing occurs after ZBPW has lowered the water service from the main to the curb stop, the Customer will be responsible for the cost of thawing the service.
6. If the freezing problem is in the Customer's portion of the service, the expense of rectifying the problem, should the Customer choose to do so, is the responsibility of the Customer.
7. Any damage caused to the Customer's portion of the service as a result of freezing and/or thawing must be repaired at the Customer's expense.

A water customer whose current service is in sound working order, but who wants a larger service installed, must absorb the entire cost of replacement from the Water Main to the building. The customer's plumbing contractor must terminate the old service at the Water Main at the time replacement occurs.

A leaking service in the right-of-way between the curb stop and the Water Main shall be terminated and replaced by the same size service, but not less than one inch (1") diameter. ZBPW will be responsible for the work and absorb the cost.

If a customer elects to replace their portion of the water service due to inadequate flow caused by blockage in old pipes, ZBPW, upon application by the customer, will replace the portion of the water service from the main to the Curb Stop thus ensuring adequate flow throughout the service. ZBPW will replace the service provided that the portion of the service from the main to the curb is approximately the same age as the Customer's portion and that ZBPW confirms the low flow conditions.

ZBPW shall not be responsible for any loss or damage caused by improper installation of such water equipment or the negligence, want of proper care or wrongful act of the Customer or any of their tenants, agents, employees or contractors in installing, maintaining, using, operating, or interfering with such equipment.

C. Control of Water Service

No person other than an employee of the ZBPW, or a licensed plumber authorized by the ZBPW, shall open or close the shut off valve (Curb Stop in the right-of-way) on the Customer's service connection.

D. Water Service Line Replacement as Required by the Lead and Copper Rule

Certain water services maintained by the ZBPW meet the definition of a lead service line in accordance with R 325.10410 of 2018 MR 11 (effective June 14, 2018), adopted by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) pursuant to Section 5 of the Public Act 399 of 1976, MCL 325.1005 (Lead and Copper Rule or "LCR"). The LCR defines a lead service line as either a service line which is made of lead or any lead pigtail, lead gooseneck, or other lead fitting that is connected to the service line, or both.

The ZBPW, pursuant to the LCR, is responsible for installing a new non-lead service line at the ZBPW's expense. The customer must Execute an access agreement allowing the ZBPW, its employees, agents, or contractors to enter on the property to construct and install the new non-lead service line.

Customers who refuse to comply with either option may have service shut off after proper notice as described in Section 6. Shutoff Policy of the General Terms of Service.

After installation of the new, non-lead service line, the responsibility of the Customer and the ZBPW shall revert to the responsibilities prior to the installation of the new, non-lead service line. After the expiration of any warranty period, the Customer shall hold the City harmless and free from any claim or liability of damage done in the performance of the water service line replacement.

E. Fire Protection Service

Unmetered water service for the sole purpose of fire protection is available. A flat monthly rate, based on the size of the service and other factors, shall be charged for such services.

A Fire Protection Service connection will be furnished only if adequate provision is made to prevent the use of water from such service for purposes other than fire extinguishing or maintenance of the firefighting system. Size of the service connection to the main shall be subject to the approval of ZBPW.

Connections for domestic use must be made outside of the building, upstream of any post indicator valve and/or backflow preventer on the Fire Protection Service and require the installation of a separate curb stop and valve box.

A minimum of a double check valve assembly is required on all new fire protection services. For combined domestic water/fire protection services with fire department pumper connections and/or jockey pump, the installation of a reduced pressure backflow preventer is required.

See ZBPW's Design and Construction Standards for additional details.

I. Fire Hydrant Use

ZBPW may approve the use of fire hydrants for purposes other than fire protection and distribution system maintenance. Such purposes may include provision of a temporary water service for construction, irrigation, drinking fountains, and swimming pools.

A person who wishes to apply for permission to use a fire hydrant must complete an application online. Approval of the application is at the sole discretion of ZBPW.

All water drawn from a fire hydrant will be metered using a temporary meter provided by ZBPW. The user will be charged a rate according to the fee schedule for water use.

A rental charge will be required for the use of the hydrant and the backflow prevention device. Rental rates will be charged according to the Fee schedule.

a. Metered Hydrant Usage Rules

1. Hydrants must be fully opened and controlled with a meter valve.
2. Any persons using water from a fire hydrant must use RPZ Backflow Prevention and/or HBVB for connections 1 inch and smaller either provided by or approved by ZBPW.
3. The customer is responsible for the cost of repair or replacement due to loss of or damage to hydrants and equipment issued and will be charged a replacement fee for any equipment not returned to ZBPW in usable condition.
4. If a user does not comply with the above usage rules, ZBPW may prohibit them from further use of hydrants.
5. Hydrants must be visible and kept clear of vegetation and obstructions that would impede their use.

II. Private Fire Hydrants

1. Private hydrants are not permitted without ZBPW and local fire department approval.
2. Private hydrants must be painted all red within City of Zeeland city limits and painted yellow within ZCT and HCT, if installed.
3. Private hydrants must be operational at all times and must be maintained in accordance with the requirements of the local Fire Marshal.
4. Private hydrants must be visible and kept clear of vegetation and obstructions that would impede their use.
5. Weep drains in private hydrants must be plugged.
6. Private hydrants may only be used for fire system maintenance if a ZBPW issued hydrant meter and backflow preventer are used.

7. All water drawn from a private hydrant will be metered using a temporary meter provided by ZBPW. The user will be charged a rate according to the fee schedule for water use.
8. A rental charge will be required for the use of the hydrant and the backflow prevention device. Rental rates will be charged according to the current fee schedule.
9. Construction of Private Fire Hydrants and Main to follow current ZBPW design and construction standards for potable Water Main construction.

III. Remote Fire Department Connections

The ZBPW Water Department shall inspect the piping installation for remote fire department connections. All new remote fire department connection installations require backflow prevention in accordance with the Michigan Plumbing Code and the most recent edition of the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Cross Connection Rules Manual.

IV. Automated Sprinkler System

If an automated sprinkler system is installed the local building official will inspect and approve the plans, internal piping and installation of the required backflow preventer. The local building official will require records of a flow test on the public main for supply pressures and flow rates. The flow test shall have been conducted recently and reflect current system conditions.

a. Backflow Preventer

1. Installation shall be the appropriate double check valve assembly, or a reduced pressure zone assembly. Double Check Detector Assemblies (DCDA) and Reduced Pressure Detector Assemblies (RPDA) are not allowed since ZBPW does not read the detector meters.
2. Backflow preventers are not required on the fire suppression system for deluge, pre-action or dry pipe systems. However, if a remote fire department connection with a ball drip valve is installed on one of these systems, backflow prevention will be required.

3. Installation per ASSE Seal Authorizations including direction of flow (horizontal, vertical flow up, etc.). Assembly must include listed valves and test cocks.
4. Backflow preventer shall be tested (Michigan Plumbing Code 312.9.2) at time of installation with copy submitted to ZBPW and tested at regular intervals thereafter in accordance with the ZBPW Cross Connection Control Program.

18. Booster Pumps

Where the Customer uses a booster pump to increase pressure to the Customer's internal plumbing, the pump shall be of such capacity to maintain the suction side of the pump at or above 20 psi.

The Customer shall suitably pipe, valve and protect all booster pumps such that the boosted pressure will not cause backflow into ZBPW's Water Distribution System. All booster pumps having a capacity that could propagate pressure waves in the distribution system during start-up and shut-down shall have modulating valves installed on the discharge so that start-up or shut-down pressure surges will not be generated back into ZBPW's Water Distribution System.

19. Cross-Connection Control

The purpose of this section is to promote and protect the public health, safety, and welfare by the prevention and elimination of cross connections which have been recognized as the cause of public health problems due to the hazard caused to drinking water quality. This purpose shall result in the protection of the public potable water supply served by the ZBPW from the possibility of contamination or pollution by isolating within Customers' internal distribution systems, such contaminants or pollutants which could backflow or back siphon into the public water system. The City adopts by reference the Water Supply Cross Connection Rules of the State of Michigan, being MAC R 325.11401 to R 325.11407. See City of Zeeland Codified Ordinances, Chapter 40, Article IV. Water. Division 2. Cross Connections with Public Water Systems.

Any user of water from the ZBPW water supply system shall comply with the ZBPW Cross-Connection Control Program.

Cross-Connections of the public water supply system including, but not limited to, the following are prohibited:

- Between a public water supply system and a secondary water supply
- By submerged inlet
- Between a lawn sprinkling system and the public water supply system
- Between a public water supply system and piping which may contain sanitary waste or a chemical contaminant
- Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant

ZBPW shall have the authority to inspect any premises to determine the presence of an existing cross-connection. If a Cross-Connection is discovered, the expense of its elimination shall be that of the property owner on which such Cross-Connection exists. The amount of time allowed for completion of the necessary corrections shall be determined by the degree of hazard involved.

Any user of the ZBPW water supply system shall obtain approval from ZBPW for any proposed corrective action or protective device before use or installation. No person or persons shall remove a backflow prevention device without permission of ZBPW.

When a secondary water supply is used in addition to the public water supply, exposed public water and secondary water piping shall be identified by distinguishing colors or metal tags. These identifying markings shall be maintained so that each pipe may be traced readily in its entirety. Identifying piping adequately will make it necessary to protect the public water supply at the service line valve in a manner acceptable to ZBPW.

ZBPW shall discontinue water service after reasonable notice to any person owning any property where a Cross-Connection in violation of this ordinance exists. The Customer may also be responsible for a service call or shut-off fee as appropriate. If the correction has not

been made in such time as ordered, ZBPW shall physically separate the ZBPW water supply from such piping system in such a manner that the two systems cannot again be connected by an unauthorized person. ZBPW may take such other precautionary measures as necessary to eliminate any danger of contamination to the ZBPW water supply system. Service to such property shall not be restored until such Cross-Connection has been eliminated.

Any person causing contamination of the water supply due to backflow shall indemnify ZBPW for any additional expenses, including attorney fees, and costs caused by such a backflow, or any other pertinent factors.

A. Installation of Backflow Prevention Devices

The Customer will be required to install a backflow prevention device on a Customer water service when the ZBPW determines that an unprotected Cross-Connection exists. The backflow prevention device shall be purchased, installed, tested and maintained by the Customer. The Customer must obtain ZBPW's approval of the type and manufacturer of the device. The Customer shall install the device at the termination of the Customer water service at the outlet side of the secondary valve and shall be installed in accordance with good design practice. Unprotected bypasses are not permitted.

If, in the opinion of ZBPW, the building use represents an extreme hazard, or that multiple hazards exist within the building, or Customer Piping (internal or external) is too complex to provide for reasonable inspection, or there exists a high potential for future cross connections, a backflow prevention device may be required at the service location, in addition to internal protection.

B. Inspection and Maintenance of Backflow Prevention Devices

The Customer shall permit access for inspection by ZBPW of any backflow prevention devices and all internal plumbing with reasonable prior notice.

Backflow prevention devices must be installed in an area that will permit easy access for inspection, testing, and maintenance. ZBPW shall specify inspection and testing of all backflow prevention devices on a regular schedule. If a device is found to be defective, the Customer shall repair or replace the equipment as necessary within thirty days. The Customer shall then notify ZBPW of compliance. Test results shall be sent to the ZBPW Water Department. ZBPW will conduct a follow up inspection to ensure compliance.

C. Compliance

The Customer must immediately correct any potentially hazardous backflow condition found during an inspection of internal plumbing. Failure to take adequate corrective action may result in termination of water service.

D. Severe Hazard Locations

Customer water services serving the following Facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses:

- Hospitals, clinics, sanitariums and biological research centers
- Morgues, funeral homes and other places with autopsy Facilities
- Waste-treatment plants (both solid and liquid waste)
- Chemical plating plants
- Industrial plants having complex plumbing systems not visually traceable in their entirety
- Premises with an auxiliary water supply
- Premises where inspection is restricted
- Laboratories
- Marinas

- Food and beverage processing plants
- Petroleum processing or storage plants
- Radioactive material processing plants
- Premises with reclaimed water systems
- Facilities using treated water for process purposes
- Car Washes

E. Secondary Supplies

A Customer's potable water plumbing cannot be connected to any well-water or surface water source, or to any water storage tank not approved by ZBPW.

F. Violations

Any person or Customer found guilty of violating any of the provisions of this division or any written order of the board of public works, in pursuance thereof, shall be responsible for a municipal civil infraction.

20. Zeeland Board of Public Works Fee Schedule

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

Water Utility Fees and Charges			
Type	During (?)	Charge M-F 7:30 a.m. – 3:30 p.m.	Charge After 3:30 p.m.
Reconnection fee	Disconnect Reconnect	\$40.00 \$40.00	\$75.00 \$75.00
Reconnection fee for meter tampering	Disconnect Reconnect	\$75.00 \$75.00	\$75.00 \$75.00
Seasonal sprinkling	Disconnect Reconnect	\$75.00 \$75.00	\$75.00 \$75.00
Customer-requested service investigation or meter reading	Per each occurrence after the first in any calendar year. No charge for any valid metering issue.	\$75.00	\$150.00

Description	When Applied	Charge	Notes
Meter Tampering	When discovered. (Damaged equipment will result in additional charge for the meter plus Meter Tampering Charge.)	\$500.00	-

Description	When Applied	Charge	Notes
Damaged Meter Replacement	When discovered	Materials and labor costs	-
Relocations, damages, etc.	Requested relocation and/or damages	Materials and labor costs	
Non-transmitting meter provision	Residential service customers have the option to choose non-transmitting meter	\$75.00 up front change and a monthly charge of \$10.00 per month	Waived in circumstances where provision applies to both electric and water meters at the same location.
Hydrant meter/RPZ permit fee	For each request to use water from a hydrant in the water distribution system	\$100.00 includes 2-day rental and up to 15,000 gallons of water	All water over 15,000 gallons is charged the current commodity rate.
Hydrant meter permit fee	Each occurrence	\$75.00 per month	(1 day to 31 days) 32 days = 2 months fee
Security deposit—Residential	For each rental unit account without landlord affidavit of billing responsibility and lease copy	\$25.00	
	For each rental unit account with a landlord affidavit of billing responsibility and lease copy	\$50.00	
	For each residential customer following each reconnect occurrence for non-payment	\$25.00	
Security deposit—Commercial/Industrial	ZBPW may require a security deposit for commercial and industrial accounts	Two times average monthly billing	
Water connection fee—Individual service		Meter size(inches)	Fee per meter

Description	When Applied	Charge	Notes
		5/8"	\$5,398.00
		3/4"	\$8,096.00
		1"	\$13,494.00
		1 1/2"	\$26,988.00
		2"	\$43,180.00
		3"	\$80,963.00
Water connection fee—Individual service		4"	\$134,938.00
		6"	\$269,877.00
		8"	\$431,803.00
		10"	\$620,716.00
Water connection fee—Subdivision service		Meter size (inches)	Fee per meter
		5/8"	\$2,481.00
		3/4"	\$3,722.00
		1"	\$6,203.00
		1 1/2"	\$12,405.00
		2"	\$19,848.00
		3"	\$37,216.00
		4"	\$62,026.00
		6"	\$124,053.00
		8"	\$198,484.00
		10"	\$285,321.00
Additional meter		Meter size (inches)	Meter cost

Description	When Applied	Charge	Notes
	For additional meters or replacement of damaged meter(s).	5/8"	\$495.00
		3/4"	\$540.00
		1"	\$590.00
		1 1/2"	\$1,195.00
		2"	\$1,420.00
Additional meter	For additional meters or replacement of damaged meter(s).	3"	\$1,825.00
		4"	\$2,195.00
		6"	\$4,220.00
		8"	\$6,335.00
		10"	\$7,470.00
Termination of service at Water Main	Building demolition, partial or full basement installation, foundation replacement or house moving	\$2,500	

CITY OF ZEELAND

ORDINANCE NO. 1047

(An ordinance to Amend Sections 40-74 through 40-77
and Sections 40-97 through 40-102 of Volume I of
The Code of the City of Zeeland, Michigan)

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa, Michigan, held in the Zeeland City Hall in said City on December ___, 2025, at 7:00 o'clock P.M., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and ordinance were offered by Council Member

_____ and supported by Council Member _____ :

WHEREAS, the Board of Public Works has reviewed the terms for providing electric service to its customers;

AND WHEREAS, it is recommended that various fees and scheduled be adopted and made available to its customers and potential customers in a document which is entitled "Electric Terms of Service";

AND WHEREAS, the Electric Terms of Service will be approved by the Board of Public Works and by a resolution of the City Council and the updating of the Electric Terms of Service will be more expediently changed if changes are adopted by a resolution of the City Council;

AND WHEREAS, to make the necessary changes, various sections of the Zeeland City Code must be amended;

AND WHEREAS, the public will be able to access the Electric Terms of Service on the BPW's website and from the staff of the Board of Public Works.

THE CITY OF ZEELAND ORDAINS.

Section 1. Sections 40-74 through 40-77 and Sections 40-97 through 40-102 of Volume I of The Code of the City of Zeeland, Michigan are hereby amended to read in their entirety as follows:

"Sec. 40-74. Electrical service charges.

(a) *Residential service (rate A).*

- (1) *Availability.* Open to any customer desiring service for domestic and farm uses, which include only those purposes which are usual in individual private family dwellings, or separately metered apartments, and in the usual appurtenant buildings served through the residential meter. This rate is not available for commercial or industrial service, or for resale purposes.
Residences in conjunction with commercial or industrial enterprises, homes or dormitories for groups other than private family units, apartment buildings or multiple dwellings, and mobile homes in courts may take service on this rate only under terms and conditions contained in the city board of public works, hereinafter referred to as BPW, standard rules and regulations.
- (2) *Nature of service.* Alternating current, 60 hertz, single phase, 120/240 nominal volts.
- (3) *Monthly rate.* The monthly rate is the sum of the service charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
 - a. Service charges: \$13.50 per customer per month.
 - b. Energy optimization fee: \$0.50 per customer per month.
 - c. Energy charge: 7.94¢ per kilowatt hour for all kilowatt hours.
- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the service charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Term and form of contract.* Open order. No written application or contract required.
- (7) *Terms of service.* Service governed by BPW's standard terms of service and shall be as is established by a resolution which has been approved by the City Council. Service for single-phase motors may be included under this rate, provided the individual capacity of such motors does not exceed three horsepower, nor the total capacity of ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the energy measurements thus made.

(b) *General secondary service (rate B).*

- (1) *Availability.* Open to any customer desiring secondary voltage service. This rate is also available for service to any customer where the city board of public works, hereinafter referred to as BPW, elects to provide one transformation from the available primary distribution voltage to another primary voltage desired by the customer. This rate is not available for auxiliary or standby service, for street lighting service or for resale purposes.
- (2) *Nature of service.* Alternating current, 60 hertz, single-phase or three-phase, the particular nature of the voltage in each case to be determined by the BPW.
- (3) *Monthly rate.* The monthly rate is the sum of the service charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
 - a. Service charge: \$31.50 per customer per month.
 - b. Energy optimization fee: \$3.50 per customer per month.
 - c. Energy charge: 9.288¢ per kilowatt hour.
- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the service charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Term and form of contract.* Open order. No written application or contract required.
- (7) *Terms of service.* Service governed by BPW's standard terms of service and shall be as is established by a resolution which has been approved by the City Council.

When the service is three phase, three wire, lighting may be included provided the customer furnishes all transformation facilities required for such purpose, and so arranges the lighting circuits as to avoid excessive unbalance of the three-phase load. When the service is single phase or four wire, three phase, the single-phase individual motor capacity shall not exceed three horsepower, nor the total single phase motor capacity ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the energy measurements thus made.

(c) *General secondary service (rate C).*

- (1) *Availability.* Open to any customer desiring secondary voltage service where the billing demand is five kilowatts or more. This rate is also available for service to any customer where the city board of public works, hereinafter referred to as BPW, elects to provide one transformation from the available primary distribution voltage to another primary voltage desired by the BPW. This rate is not available for street lighting service or for resale purposes.
- (2) *Nature of service.* Alternating current, 60 hertz, single-phase or three-phase, the particular nature of the voltage in each case to be determined by the BPW.
- (3) *Monthly rate.* The monthly rate is the sum of the capacity charge, the energy optimization fee, the energy charge, the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
 - a. Capacity charge: \$14.00 per kilowatt.
 - b. Monthly facilities charge: \$45.00.
 - c. Energy optimization fee: \$32.50 per customer per month.
 - d. Energy charge: 5.10¢ per kilowatt hour.

- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the capacity charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Billing demand.* The billing demand shall be the kilowatts supplied during the period of maximum use in the billing month, but not less than 60 percent of the highest billing demand of the preceding 11 months, nor less than five kilowatts.

The BPW reserves the right to make special determination of the billing demand and/or minimum charge should equipment which creates high demands of momentary duration be included in the customer's installation.

- (7) *Adjustment for power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the BPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The BPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (8) *Term and form of contract.* No written application or contract is required. A minimum term of one year is required.
- (9) *Terms of service.* Service governed by BPW's standard terms of service and shall be as is established by a resolution which has been approved by the City Council.

When the service is three phase, three wire, lighting may be included, provided the customer furnishes all transformation facilities required for such purposes and so arranges the lighting circuits as to avoid excessive unbalance of the three phase load. When the service is single phase, or four wire, three phase, the single-phase individual motor capacity shall not exceed three horsepower, nor the total single-phase motor capacity shall not exceed three horsepower, nor the total single-phase motor capacity ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the demand and energy measurements thus made.

- (d) *Commercial and industrial primary service (rate D).*
 - (1) *Availability.* Open to any customer desiring primary voltage services for commercial or industrial use where the billing demand is 25 kilowatts or more. This rate is not available for street lighting service or for resale purposes.
 - (2) *Nature of service.* Alternating current, 60 hertz, single-phase, the particular nature of the voltage in each case to be determined by the city board of public works, hereinafter referred to as BPW.
 - (3) *Monthly rate.* The monthly rate is the sum of the capacity charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
 - a. Capacity charge: \$12.00 per kilowatt.
 - b. Monthly facilities charge: \$100.00.
 - c. Energy optimization fee: \$0.00065 per kilowatt hour.
 - d. Energy charge: 5.188¢ per kilowatt hour.
 - (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.

- (5) *Minimum charge.* The sum of the capacity charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Billing demand.* The billing demand shall be the kilowatts supplied during the 15-minute period of maximum use in the billing month, but not less than 60 percent of the highest billing demand of the preceding 11 months, nor less than 25 kilowatts.
- (7) *Adjustment for power factor.* This rate may require a determination of the average power factor maintained by the customer during the billing period. Such average power factor will be determined through metering of lagging kilowatt hours to kilowatt hours which will then be converted to the average power factor for the billing period by using the appropriate conversion factor. Whenever the average power factor during the billing period is above .899 or below .800, the capacity charge will be adjusted as follows:
 - a. If the average power factor during the billing period is .900 or higher, the capacity charge will be reduced by two percent. This credit shall not in any case be used to reduce the prescribed minimum charge or the capacity charge when based upon 60 percent of the highest billing demand of the preceding 11 months.
 - b. If the average power factor during the billing period is less than .800, the capacity charge will be increased by the ratio that .800 bears the customer's average power factor during the billing period.
- (8) *Term and form of contract.* No written application or contract is required. A minimum term of one year is required.
- (9) *Terms of service.* Service governed by BPW's standard terms of service and shall be as is established by a resolution which has been approved by the City Council.

(e) *Experimental electric vehicle charging station rate (rate E).*

- (1) *Availability.* Open to any customer using a public BPW electric vehicle charging station for the purpose of using said station for electric vehicle charging.

Public BPW electric vehicle charging station means an installation including vehicle supply cable connector(s), internal relays and contact designed specifically for the purpose of delivering from a supply source to a plug-in electric vehicle. This equipment meets or exceeds the following codes, standards, and recommended practices:

National Electric Code Article 625, UL2594, UL2231-1, UL2231-2, NFPA 70, SAE J1772

- (2) *Nature of service.* Alternating current, 60 hertz, single-phase, 120/240 nominal volts.
- (3) *Monthly rate.* The monthly rate is the sum of the energy charge and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
 - a. Energy charge: 10¢ per kilowatt hour.
- (4) *Minimum charge.* The minimum charge is \$0.00 if no energy is used.
- (5) *Terms and form of contract.* Open order. No written application or contract required.
- (6) *Terms of service.* Service governed by BPW's standard terms of service and shall be as is established by a resolution which has been approved by the City Council.

(f) *Net metering service rider (rate NM).*

- (1) *Availability.* The purpose of this rider is to enable BPW customers who generate electricity using qualified renewable energy sources to connect to the BPW's electric distribution system and to send electricity back to the BPW electric distribution system at times when their on-site

generation exceeds their own use. Customers served under this rider must also take service from the BPW under an otherwise applicable standard rate. The BPW net metering program and offering of this rider, will be in effect and available until the total nameplate capacity of all participating generators is equal to a maximum program limit of one percent of the BPW peak load for the preceding calendar year.

- (2) *Conditions of service.* A qualifying "net metering" facility is an electrical generating facility that complies with all of the following requirements:
 - a. Customer must generate electricity using a renewable energy resource including but not limited to: biomass, solar, photovoltaic or wind. Other renewable energy resources must be approved in advance.
 - b. Generating facility must be located on customer's premises.
 - c. Is intended primarily to offset all or part of customer's own electric load requirements.
 - d. Is designed and installed to operate in parallel with the BPW's system without adversely affecting the operation of the equipment and service to the BPW and its customers.
 - e. Does not present a safety hazard to BPW personnel or the customer.
 - f. Installation complies with all requirements in the "expedited generator interconnection requirements" or "generator interconnection requirements" as appropriate, and all documents referred therein.
 - g. BPW personnel shall be provided access to the generation facility during normal business hours and during all emergency situations.
 - h. If the project is proven to be a source of electrical interference, and interference exceeds generally accepted industry standards, the generator owner shall be responsible to eliminate the interference.
 - i. Generation systems will be sized not to exceed customer's annual electric needs for the location of renewable system.
 - j. Must complete all applicable interconnect applications.
 - k. Upon acceptance of an interconnect application, contracts must be executed before the net metering facility may be interconnected.
 - l. Customer is responsible to ensure proposed generation equipment and installation meet all applicable federal, state and local laws, regulations, ordinances and zoning requirements before acquiring and installing generating equipment.
 - m. BPW at its discretion will make final determination of the acceptable size of the renewable energy generating system eligible for this rider.
- (3) *Monthly rate.* The monthly rate is the sum of all applicable charges calculated based on the applicable rate for all capacity, energy, fuel and purchased power cost adjustment along with applicable fees and charges.

All "net metering" customers will also be billed a monthly service charge of \$5.00 per month to recover the costs associated with operating the net metering program.
- (4) *Monthly credits.* For all customer classes except "residential," monthly credits shall be calculated for all energy delivered by the customer to the BPW, based on the energy costs avoided by the BPW as a result of the customer's participation. The per unit value of the energy avoided by the BPW shall be determined as the monthly average "system cost" as defined in the BPW's average fuel and purchase power cost adjustment calculation for the period the

credit is applied. Residential "net metering" as defined in the "expedited generator interconnection requirements" shall be credited at the full retail rate.

(5) *Net energy billing terms and conditions.* The BPW shall measure the net electricity produced or consumed by the customer during each billing period, in accordance with BPW's normal metering practices.

If the electricity supplied by the BPW to the customer exceeds the electricity generated and delivered into the BPW's electric system by the customer during the billing period, or any portion thereof, then the customer shall be billed at the rate under which the customer takes service for electricity supplied by the BPW. The customer shall also be billed the appropriate customer charge paid by other customers in the same rate class for each meter and any other charges, such as capacity, billing demand, reactive power and any other charges applicable to energy use and applicable adjustments and fees.

If the electricity generated and delivered into the BPW's electric system by the customer during the billing period, or any portion thereof, exceeds the electricity supplied by the BPW to the customer, then the customer shall be:

- a. Billed for the appropriate customer charge as other customers in the same rate class for each meter and other charges including but not limited to: capacity, billing demand, reactive power and any other charges applicable to energy use and applicable adjustments and fees; and
- b. Credited for the net excess kilowatt-hours generated and delivered into the BPW's electric system by the customer during the billing period, with this kilowatt-hour credit appearing on the customer's bill for the following period(s) as an off-set for the period's consumption. The kilowatt-hour credit will be used to offset any future consumption with the consumption credit not to be carried forward for more than 12 monthly billing cycles.
- c. Any remaining unused kilowatt-hour credit accumulated by the customer during a continuous 12-month period shall be granted to the BPW without any compensation in June of each year.

(6) *Terms of service.* This rider is subject to the BPW Terms of Service and shall be as is established by a resolution which has been approved by the City Council and all provisions of the standard rate under which the customer takes service. This rider is subject to provisions of: the generator interconnection application, submitted by the customer; the interconnection agreement to be executed prior to initiating service under this rider; the net metering agreement to be executed prior to initiating service under this rider; the generator interconnection requirements or expedited generator interconnection requirements, as appropriate; an interconnection study agreement; contact list; the BPW's rate schedules, customer-generator service policies, and general rules and regulations, all of which may be modified by the BPW from time to time.

(g) *Voluntary green pricing standard program (rate G).*

- (1) *Availability.* This program is available to electric utility customers desiring to voluntarily secure an additional amount of renewable energy, but the availability of this rate may be limited.
- (2) *Monthly rate.* Charges for renewable energy secured under this program are in addition to the charges for electricity consumed as calculated under the applicable rate. Available quantities of renewable energy are 100 kilowatt-hour (kWh) blocks** or in ten percent increments** of the total monthly consumption per customer account.
 - a. Renewable energy charge adder: \$0.00939 per kilowatt hour.

- (3) *Terms and conditions.* Renewable energy provided under this program is applicable only to an individual customer account and will not be aggregated across multiple customer accounts. The minimum term available to all customers is 12 continuous complete billing periods. Customer must commit to either a whole number of one hundred kilowatt-hour blocks or a percentage of usage in ten percent increments. A written application is required.
- (4) *Terms of service.* Service under this rate is subject to the BPW terms of service and shall be as is established by a resolution which has been approved by the City Council.

(h) *Voluntary green pricing high volume electricity usage program (rate LG).*

- (1) *Availability.* This program is available to high volume electricity usage customers desiring to voluntarily secure renewable energy* and whose average monthly electricity usage is no less than 10,000 kilowatt-hours (kWh). Availability may be limited.
- (2) *Monthly rate.* Charges for renewable energy secured under this program are in addition to the charges for electricity consumed as calculated under the applicable rate. Available quantities of renewable energy are either 100 percent** or 50 percent** of total monthly kilowatt-hour consumption per customer account.

Renewable energy charge adder: \$0.00750 per kilowatt-hour.

- (3) *Terms and conditions.* Renewable energy provided under this program is applicable only to an individual customer account and will not be aggregated across multiple customer accounts. The minimum program term available to all customers is 12 continuous complete billing periods, and written notice of cancelation must be provided no less than 30 days in advance to exit the program. A written application is required.
- (4) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution a resolution which has been approved by the City Council.

(i) *User fees.* The above referenced electric charges are found to be user fees. Such electric charges serve a regulatory purpose of ensuring that electricity is used and rationed in accordance with the needs of a customer for such a commodity. The charges are proportionate to the costs of providing electricity to customers. In addition, it is noted that electric customers can voluntarily control the amount of their bills since electric customers have the ability to control their use of electricity and they determine the size of their own electrical service.

* Renewable energy credits (RECs) eligible for retirement in the State of Michigan's MIRECs program will be used as the means of administering the program.

** The actual renewable energy charges applied under this program will be calculated to include the renewable contribution included in BPW's standard rates, but no less than 15 percent.

Note: RECs will be retired by the Zeeland BPW on behalf of the customer or transferred to the customer's MIRECS or compatible account if so directed. Specific retirement or documentation requirements shall be provided in writing and accepted by BPW staff in advance.”

“Sec. 40-75. Electrical rates, liens.

Electrical rates and liens shall be charged as established by a resolution which has been approved by the City Council.”

“Sec. 40-76. Electric service fees and charges schedule.

Electrical service fees and charges rates shall be charged as established by a resolution which has been approved by the City Council.”

“Sec. 40-77. Street lighting policy and service charges.

(a) *Street lighting service (rate S).*

- (1) *Availability.* Street lighting is available to any political subdivision for street lighting service for any system consisting of one or more luminaires where the board of public works (BPW) has an existing distribution system with secondary voltage available. Luminaires may be installed with no limitation as to spacing between luminaires. Where a line extension is required to serve one or more luminaires, the BPW will furnish 350 linear feet of secondary line extension per luminaire served from such extension, and the political subdivision shall be liable for the costs of the secondary line extension after such first 350 linear foot extension.
- (2) *Nature of service.* The BPW will furnish, install, own, operate and maintain all equipment comprising the street lighting system and will supply unmetered energy.
- (3) *Monthly rate.* The monthly rate per luminaire with a standard fixture and setting shall be computed based on the following provisions:

Luminaire fixture	Monthly charge
<i>High pressure sodium luminaire</i>	
100 W	\$9.20
150 W	\$9.82
250 W	\$11.58
400 W	\$15.36
1,000 W	\$20.42
<i>Mercury vapor luminaire</i>	
100 W	\$6.46
175 W	\$7.39
250 W	\$10.60
400 W	\$22.49
1,000 W	\$22.49
<i>LED luminaire</i>	
1-40W	\$7.29
41-100W	\$7.76
101-200W	\$11.89
201-300W	\$15.87

- (4) *Customer contribution.* Monthly rates are based on fixtures normally installed and stocked by the BPW, and installed utilizing normal construction techniques. The BPW may upon customer request and at its option, install a street lighting system not covered in the rates above. Such request will be subject to a contribution in aid of construction for both the installation and the future maintenance of a nonstandard lighting system. The monthly charge for a nonstandard lighting system will be calculated and determined based upon the operational costs of such a system.
- (5) *Terms of service.* Service shall be governed by the BPW's terms of service and shall be as is established by a resolution which has been approved by the City Council.”

“Sec. 40-97. Commercial electric vehicle charging station rate (rate EVC).

- (a) *Availability.* This rate is available to any customer desiring commercial electric vehicle charging service for customers with a separately metered charging station (e.g. level 2 or DC fast charging). This rate is not available for resale purposes.
- (b) *Nature of service.* This service is alternating current, 60 hertz, single or three phase. The secondary voltage is determined by the Zeeland Board of Public Works (ZBPW).
- (c) *Monthly rate.* Shall be computed in accordance with the following charges:

Facilities charge – single phase	\$45.00 per month
Facilities charge – three phase	\$100.00 per month
Capacity charge	\$3.85 per kilowatt (kW) of billing demand
Energy charge	\$0.10294 per kilowatt-hour (kWh)

- (d) *Minimum bill.* The sum of the capacity charge, plus energy optimization fee (as defined in the energy optimization surcharge fee.)
- (e) *Billing demand.* The billing demand shall be the kW supplied during the 15-minute period of maximum use during the month, but not less than 60 percent of the highest billing demand established during the preceding 11 months, nor less than five kilowatts.
- (f) *Metering.* Where the ZBPW elects to measure the service on the primary side of the transformers, the metered kilowatt hour thus measured will be reduced by three percent for billing purposes to adjust for transformer losses. Where the customer receives service through more than one meter, the consumptions as registered by the different meters will not be combined for billing purposes but will be computed and billed separately.
- (g) *Power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the ZBPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The ZBPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (h) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (i) *Energy optimization fee.* This rate is subject to the energy optimization fee as defined on a separate rate schedule and incorporated herein by this reference.
- (j) *Rules and regulations.* Service under this rate is subject to the ZBPW rules and regulations for electric service incorporated herein by this reference.”
- (j) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution which has been approved by the City Council.”

“Sec. 40-98. Economic development rate (rate ED).

- (a) *Availability.* This rate schedule is applicable to new or expanding commercial or industrial customers with a new load of 250 kilowatts or greater and with an annual load factor of 50 percent

or higher. Service under this schedule is limited to a total aggregated load of 15 megawatt. This rate is not applicable for standby, supplemental, or resale services.

New or expanding customers are defined as:

- (1) Businesses that are newly locating in BPW's service area. Businesses that are relocating an existing load within BPW's service area are NOT eligible.
- (2) Existing accounts that have been inactive (100 kilowatt hour usage or less per month) for 18 months or longer.
- (3) Existing accounts that are adding a load that is 250 kilowatts or greater than the customer's historical bills from the most recent past 12 months. The discount is applicable to the new load portion of a customer's usage. The new load is to be separately metered. The customer is responsible for metering costs to separately meter the new load. Existing usage will be charged under applicable rate schedule.

(b) *Nature of service.* This service is alternating current, 60 hertz, three phase service. The secondary voltage is determined by the Zeeland Board of Public Works (BPW).

(c) *Monthly rate.* Shall be computed in accordance with the following charges. The applicable monthly energy charge and demand charge under the customer's applicable rate schedule will be reduced as follows. The energy cost adjustment (ECA) is excluded from the discount.

Description	General secondary (c)	C&I primary (d)
Year 1	17.8%	13.1%
Year 2	14.2%	10.4%
Year 3	10.6%	7.7%
Year 4	7.0%	5.0%
Year 5	3.4%	2.3%

(d) *Term.* Service under this schedule requires a contract between BPW and the customer. The total term of the contract shall be five years.

(e) *Charges.* All applicable charges under the customer's rate schedule shall apply. Other surcharges, fees, and taxes imposed by agencies having jurisdiction apply to schedule ED customers. Other applicable BPW fees and schedules also apply to schedule ED customers.

(f) *Approval.* Application of this rate schedule shall be subject to the approval of the City Council.

(g) *Contract.* The customer must sign a standard BPW economic development rate contract in order for the rates under this schedule to be applicable.

(h) *Minimum bill.* The sum of the capacity charge, (minimum billing demand of five kilowatts), plus energy optimization fee (as defined in the energy optimization surcharge fee.)

(i) *Billing demand.* The billing demand shall be the kilowatts supplied during the 15-minute period of maximum use during the month, but not less than 60 percent of the highest billing demand established during the preceding 11 months.

(j) *Metering.* Where the BPW elects to measure the service on the primary side of the transformers, the metered kilowatt hours thus measured will be reduced by three percent for billing purposes to adjust for transformer losses. Where the customer receives service through more than one meter, the consumptions as registered by the different meters will not be combined for billing purposes, but will be computed and billed separately.

- (k) *Power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the BPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The BPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (l) *Fuel and purchased power cost adjustment.* This rate is subject to a fuel and purchased power cost adjustment factor added to the above energy charges and calculated as defined on a separate rate schedule incorporated herein by this reference.
- (m) *Energy optimization fee.* This rate is subject to the energy optimization fee as defined on a separate rate schedule and incorporated herein by this reference.
- (n) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution which has been approved by the City Council.”

“Sec. 40-99. Standby rate (rate SB).

- (a) *Availability.* Available for use by qualifying small power production facilities and qualifying cogeneration facilities certified as qualifying facilities under the Public Utility Regulatory Policies Act of 1978 (PURPA).
- (b) *Monthly rate.* The monthly charge is the sum of the charges listed below for secondary, primary, or sub-transmission service times the subscribed capacity of the generating unit(s) standby power is being provided for.

Secondary service customer	\$4.97 per kW
Primary service customer	\$4.41 per kW
Sub-transmission service customer	\$2.23 per kW

- (c) *Term.* The obligations of both parties commence when the BPW begins to supply service and continues until the BPW receives written notice of a request to discontinue service.
- (d) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution which has been approved by the City Council.”

“Sec. 40-100. Supplemental power (rate SP).

- (a) *Availability.* Available for use by qualifying small power production facilities and qualifying cogeneration facilities certified as qualifying facilities under the Public Utility Regulatory Policies Act of 1978 (PURPA).
- (b) *Nature of service.* This rate applies when customer generation does not, on a regular basis, provide all power requirements of the customer's facility.
- (c) *Monthly rate.* BPW will provide supplemental power at the BPW published rates applicable for the amount and nature of the supplemental power being provided.
- (d) *Term.* The obligations of both parties commence when the BPW begins to supply service and continues until the BPW receives written notice of a request to discontinue service.
- (e) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution which has been approved by the City Council.”

“Sec. 40-101. Maintenance power/unscheduled outages (rate MP).

- (a) *Availability.* Available for use by qualifying small power production facilities and qualifying cogeneration facilities certified as qualifying facilities under the Public Utility Regulatory Policies Act of 1978 (PURPA).

- (b) *Nature of service.* For scheduled customer-owned generation outages or derates for maintenance or other services.
- (c) *Monthly rate.*
 - (1) Energy charge (kilowatt hour) will be based on the BPW published rates applicable for the amount and nature of the maintenance power being provided.
 - (2) Demand charges:
 - a. If the outage is approved by BPW (scheduled outage) no demand charges will be assessed on the standby portion of the customer's load.
 - b. If the outage is not approved by BPW (unscheduled outage), the applicable supplemental demand charge will be assessed.
- (d) *Term.* The obligations of both parties commence when the BPW begins to supply service and continues until the BPW receives written notice of a request to discontinue service.
- (e) *Terms of service.* Service under this rate is subject to the terms of service and shall be established by a resolution which has been approved by the City Council. Written notice must be provided to the BPW designated contact at least five business days in advance of the maintenance event.”

“Sec. 40-102. Large industrial time of use rate (rate LI-TOU).

- (a) *Availability.* This rate is available to any customer desiring primary voltage time of use service for commercial or industrial use where the billing demand is 5,000 kilowatts or more. The rate is not available for street lighting or for resale purposes.
- (b) *Nature of service.* This service is alternating current, 60 hertz, single or three phase. The primary voltage is determined by the Zeeland Board of Public Works (BPW).
- (c) *Monthly rate.* Shall be computed in accordance with the following charges:

Facilities charge	\$100.00 per month
Capacity charge	\$5.20 per kW
<hr/>	
Non-summer (October—May)	
On-peak energy	\$0.0807 per kilowatt-hour (kWh)
Off-peak energy	\$0.0462 per kilowatt-hour (kWh)
<hr/>	
Summer (June—September)	
Critical-peak energy	\$0.2852 per kilowatt-hour (kWh)
On-peak energy	\$0.1045 per kilowatt-hour (kWh)
Off-peak energy	\$0.0447 per kilowatt-hour (kWh)

- (d) *Schedule of time periods.* Except where otherwise provided, the following critical, on, and off-peak schedule shall apply Monday through Friday (except holidays designated by the utility). Weekends and holidays are off-peak.

On-peak hours	9:00 a.m. to 8:00 p.m.
Off-peak hours	8:00 p.m. to 9:00 a.m.
Critical-peak hours	12:00 p.m. to 3:00 p.m.

- (e) *Minimum bill.* The sum of the capacity charge, plus energy optimization fee (as defined in the energy optimization surcharge fee.)
- (f) *Billing demand.* The billing demand shall be the kilowatts supplied during the 15-minute period of maximum use during the month, but not less than 60 percent of the highest billing demand established during the preceding 11 months.
- (g) *Metering.* Where the BPW elects to measure the service on the primary side of the transformers, the metered kWh thus measured will be reduced by three percent for billing purposes to adjust for transformer losses. Where the customer receives service through more than one meter, the consumptions as registered by the different meters will not be combined for billing purposes, but will be computed and billed separately.
- (h) *Power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the BPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The BPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (i) *Fuel and purchased power cost adjustment.* This rate is subject to a fuel and purchased power cost adjustment factor added to the above energy charges and calculated as defined on a separate rate schedule incorporated herein by this reference.
- (j) *Energy optimization fee.* This rate is subject to the energy optimization fee as defined on a separate rate schedule and incorporated herein by this reference.
- (k) *Terms of service.* Service under this rate is subject to the terms of service and shall be as is established by a resolution which has been approved by the City Council. ”

Section 2. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. This Ordinance shall take effect immediately upon publication thereof and is hereby declared to be an Emergency Ordinance.

This Ordinance is hereby adopted on the _____ day of December, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

City of Zeeland

By: _____

Richard J. Van Dorp III, Mayor

By: _____

Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. _____ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on December _____, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. _____ or a summary of such Ordinance was published in the Zeeland Record on the _____ day of December, 2025.

Kristi DeVerney, Clerk

RESOLUTION
(Adoption of Electric Terms of Service)

City of Zeeland
County of Ottawa, Michigan

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa, Michigan, held in the City Hall in said City on December ___, 2025, at 7:00 o'clock p.m., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____
and supported by Council Member _____.

WHEREAS, the Board of Public Works has reviewed its terms and conditions for connecting to the electrical distribution system of the Zeeland Board of Public works and for purchasing electricity from the Zeeland Board of Public Works;

AND WHEREAS, the Electric Terms of Service have been reviewed by the Board of Public Works such Terms of Service will be made available to the public in both print and electronic formats;

AND WHEREAS, the Electric Terms of Service are necessary to operate a reliable electric utility and to provide information to customers as to enrollment procedures, discontinuation requests, reasons for suspension of service, payment obligations; billing information, deposits, service charges and liens, shut-off policies, payment plan alternatives, dispute resolution procedures and other miscellaneous information;

AND WHEREAS, the Electric Terms of Service will promote the public welfare and will promote the public safety since the Electric Terms of Service also provide for service in hardship and in emergency conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The attached Electric Terms of Service are hereby adopted and approved in their entirety.

The attached Electric Terms of Service will become effective on January 1, 2026.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

RESOLUTION DECLARED ADOPTED.

Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on December ___, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Kristi DeVerney, Clerk

ELECTRIC TERMS OF SERVICE ATTACHMENT



Electric Terms of Service

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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 (add)
- 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, ZPBW 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

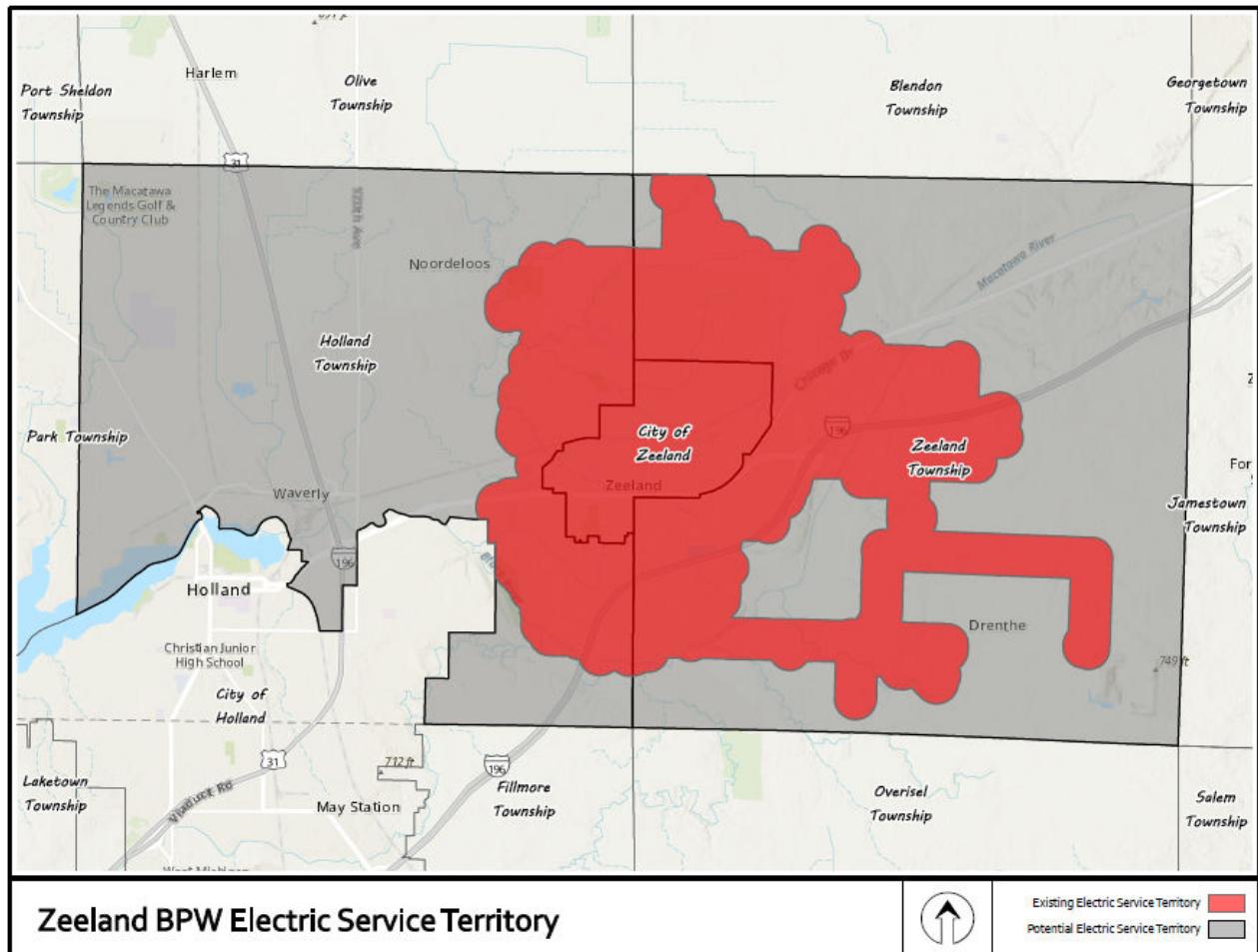
The implementation of Terms of Service does not preclude ZBPW from pursuing any of its legal rights, including the right to place liens of property granted to ZBPW, whether by statute, charter, or other power.

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).

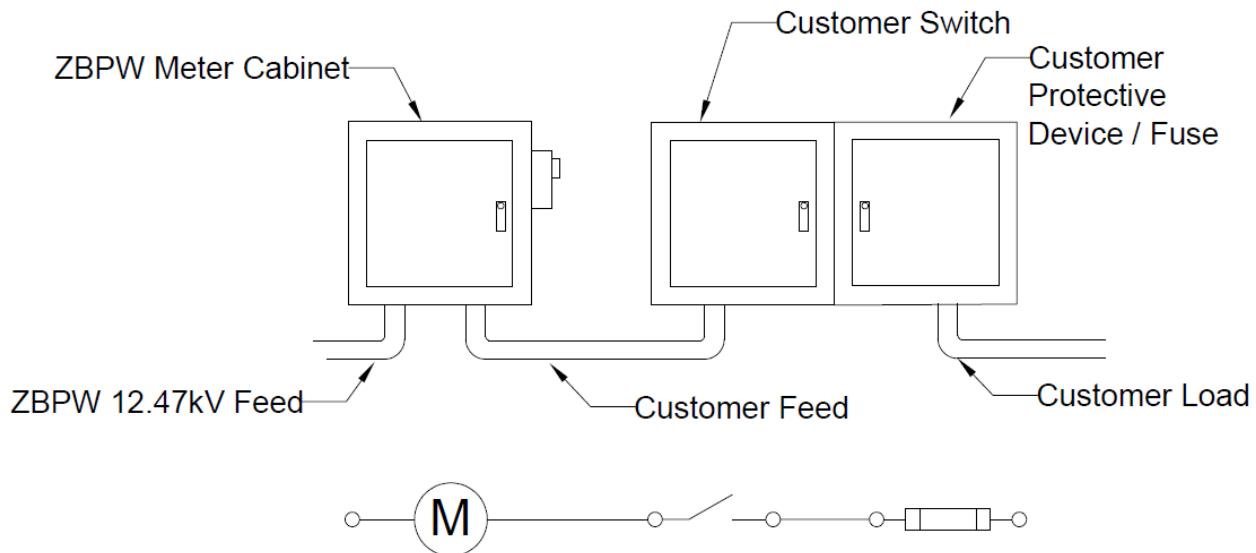
II. Primary Metering Customer

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 **Error! Reference source not found.** 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 **Error! Reference source not found.** is as follows:

1. In the event that upgrading, construction, or extension of facilities is required to provide service to the Applicant, the **Error! Reference source not found.** 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 **Error! Reference source not found.**.
3. Where the estimated construction investment exceeds the established allowable construction credit, the **Error! Reference source not found.** 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 **Error! Reference source not found.** 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	Customer	Maximum Utility Investment per 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 **Error! Reference source not found.** for service under the proposed rate. Customers are not allowed to change rates during the five-year period without prior approval of the **Error! Reference source not found..** The **Error! Reference source not found.** 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: $1/5 \times 10,000 = \$2,000$ charge to the Customer.

6. Customers with an existing service who are requesting an upgrade of the facilities to serve additional load, the **Error! Reference source not found.** will contribute the following amounts based on the additional (new) load.

Rate Class	Utility Investment	Utility 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 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

(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.

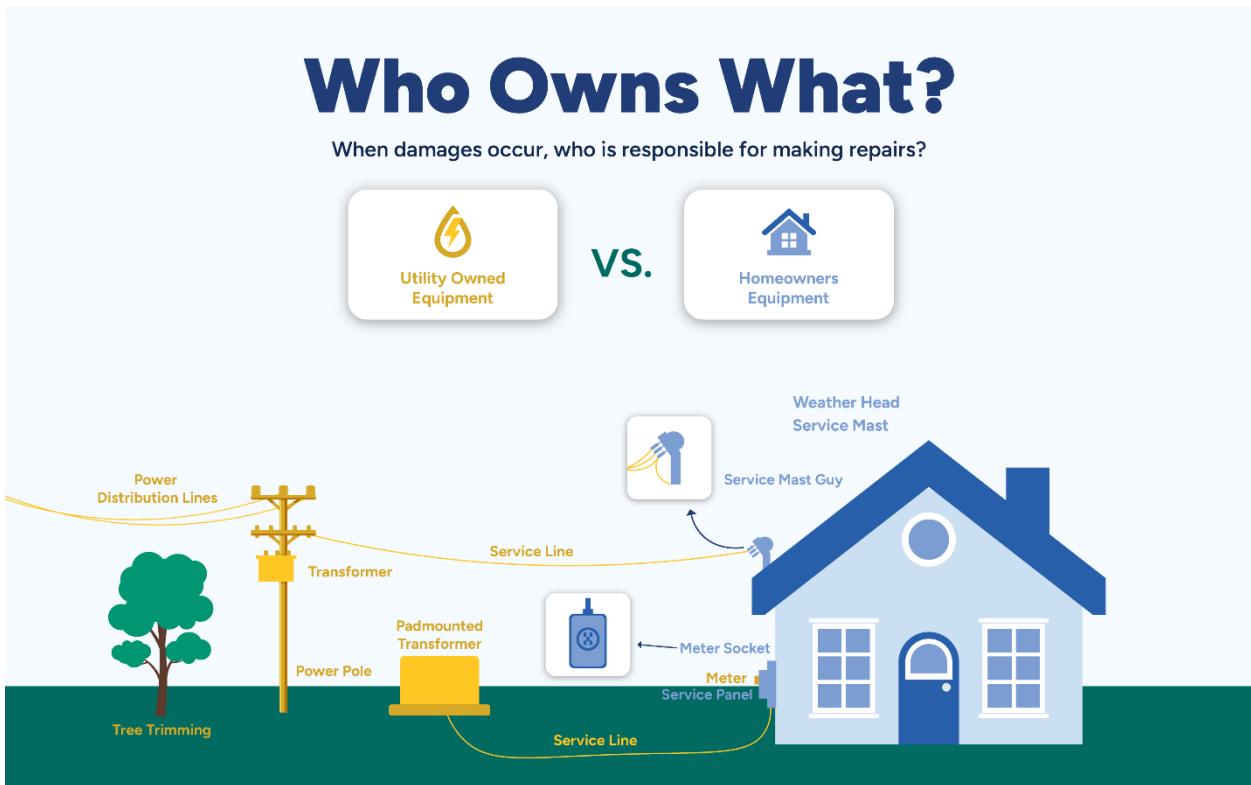
The Board of Commissioners of the Zeeland Board of Public Works shall be responsible for the periodic review of this program to determine if the policy continues to meet the objectives of the City of Zeeland.

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

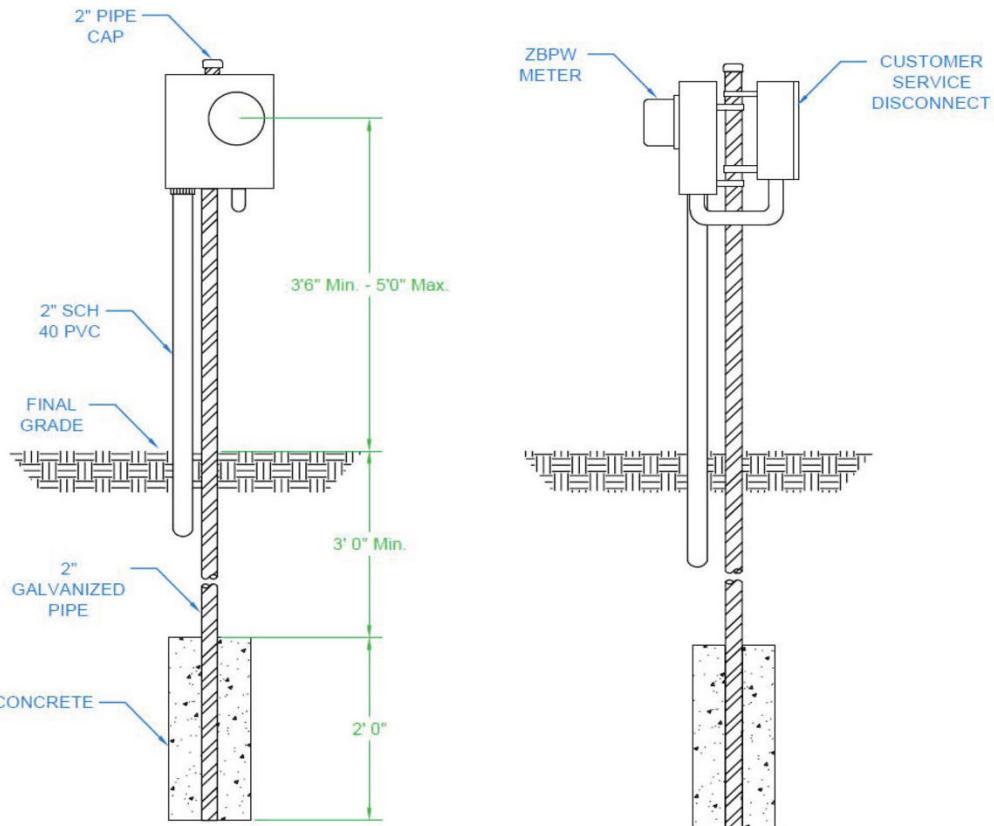
Customer's property, or on an easement on the Customer's property as prescribed by the ZBPW Transmission & Distribution Department.

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 Reconnect	\$55.00 \$55.00	\$90.00 \$90.00
Reconnection fee for meter tampering	Disconnect Reconnect	\$100.00 \$100.00	\$100.00 \$100.00
Voluntary disconnect fee (each occurrence)	Disconnect Reconnect	Up to \$55.00 \$55.00	\$75.00 \$75.00

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

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 & \$5.64 per trench foot or \$10.64 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 New service – ZBPW furnishes and installs wire from meter(s) to service point.	\$100.00 per unit connection fee \$100.00 per unit connection fee plus \$8.38 per trench foot or \$12.43 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 \$8.38 per trench foot or \$12.43 per boring foot
	New service three-phase when requested by customer	\$450.00 connection fee & \$14.07 per trench foot or \$19.27 per boring foot
	Existing service single-phase change when requested by customer	\$250.00 connection fee & \$8.38 per trench foot or \$12.43 per boring foot
	Existing service three-phase change when requested by customer	\$450.00 connection fee & \$14.07 per trench foot or \$19.27 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 \$8.38 per trench foot or \$12.43 per boring foot
	New service three-phase when requested by customer	\$500.00 connection fee plus \$14.07 per trench foot or \$19.27 per boring foot
	Existing service single-phase change when requested by customer	\$250.00 connection fee & \$8.38 per trench foot or \$12.43 per boring foot
	Existing service three-phase change when requested by customer	\$500.00 connection fee & \$14.07 per trench foot or \$19.27 per boring foot