



# **Rules and Regulations For Water Service**

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### Definitions of Terms and Their Abbreviations

- BOARD** – When used in these Rules and Regulations, Board is an abbreviation meaning the Board of Water and Light.
- BORING** – To pierce the ground with a turning or twisting movement of a tool to make a hole for pipes, cables etc.
- CUSTOMER** – A purchaser of water service supplied by the Board or a governmental entity that authorizes the Board to provide water service.
- CUSTOMER OWNED FIRE HYDRANT** – The hydrant and appurtenances owned and maintained by the Customer, installed on CUSTOMER PIPING on private property after the Board metering point.
- CUSTOMER PIPING** – A piping system owned or controlled by the Customer that conveys water from the Service Location throughout the Customer’s Premises.
- CUSTOMER WATER SERVICE** – Those pipes, valves and appurtenances owned and maintained by the Board installed between a Water Main and Customer Piping.
- CROSS-CONNECTION** – A physical interconnection, arrangement or condition of the Customer’s plumbing through which the potable water furnished by the Board’s Water Distribution System could become contaminated if backflow takes place.
- DEMAND** – The rate of water delivered at a given point.
- DOMESTIC WATER SERVICE** – Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Service Location for the purpose of providing water for consumption other than irrigation or fire service use on the served Premises.
- DWELLING UNIT** – A dwelling unit shall be considered as a single room, suite or groups of rooms or suites which have individual cooking and kitchen sink facilities designed for or used exclusively for residential purposes.
- FACILITIES** – A general term which includes pipes, fittings, valves, fire hydrants, associated structures and the like, used as a part of or in connection with a water installation.
- FIRE SERVICE** – Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Customer’s Premises for the sole purpose of providing water for fire fighting on the served Premises.
- METER SET** – Those pipes, valves and appurtenances that house the water meter.
- ON-SITE WATER MAINS** – Water Mains installed on private property that will be located in easements or public right-of-way and owned and maintained by the Board.
- PERSON** – Any individual, corporation, partnership, company, limited Liability Corporation, organization or governmental entity.

**PRIVATE FIRE HYDRANT** – The hydrant and appurtenances owned and maintained by the Board, installed on Water Mains on private property in Board approved easements to provide water primarily for fire fighting purposes for the property benefit.

**PUBLIC FIRE HYDRANT** – The hydrant and appurtenances owned and maintained by the Board, installed on Water Mains within public right-of-way or in Board approved easements to provide water primarily for fire fighting purposes for public benefit.

**PREMISES** – A building and its grounds.

**RATE** – The unit prices as established by the Board’s rate-making body and the quantities to which they apply as specified in the Rate Schedule.

**RATE SCHEDULE** – A filed statement of the water Rate and the terms and conditions governing its application as established by the Board’s rate-making body.

**SERVICE LOCATION** – The point at which the Board has agreed to provide water service to Customer Piping.

**SERVICE STUBS** – That portion of a Customer Water Service that extends from the Water Main to a typical distance of 5 feet inside the property line.

**TRENCH** – A cut in the ground in which pipes, etc. are installed.

**WATER DISTRIBUTION SYSTEM** – The system of Water Mains, pipes, fittings, 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 Board installed in public right-of-way or easement that conveys water to a Customer Water Service or to a fire hydrant.

## General Provisions

Copies of the Board's Rate Schedules for water service are open to public inspection at the Board's offices and are available on the Board's Internet Web site [www.lbwl.com](http://www.lbwl.com) or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light, Utility Services, 730 East Hazel Street, Lansing, Michigan, 48912.

Any [Person](#) receiving or agreeing to receive water service from Board [Facilities](#) shall be deemed a [Customer](#) of the Board subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.

Water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.

For water service requests that are 2" or larger in size, the Customer should contact the Board's Customer Projects and Development Department to determine the characteristics of the water service available at the [Premises](#), since adequate flow and/or pressure may not be available. The Customer Projects and Development Department will inform the Customer of the Board's requirements, which must be fulfilled by the Customer, in order to receive water service.

The Board may discontinue water service to any Customer for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law. The Customer must pay a [reconnection fee](#) as stated in Rule 15 to cover the costs of restoring water service that has been discontinued for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law.

The Board will release customer information in accordance with written customer authorization and Board policy

This document is intended to cover most situations where standardized policies and practices have been established. No officer, agent or employee of the [Board](#) has authority to waive or modify the provisions of this document unless specifically authorized to do so by the Board of Commissioners. The Board of Commissioners may revise this document at any time and may modify or suspend any portion of it temporarily or permanently.

## Service Conditions

### 1. Character of Service

The Board produces and distributes potable water, approved by the State of Michigan for public use throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.

The Board 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 Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties; operation of safety devices except when such operation is caused by the negligence of the Board; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, [Facilities](#) or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; sabotage; labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

Notwithstanding any other provision of these rules, the Board may interrupt or limit water service to Customers without prior notice and in a manner that appears most equitable under the circumstances then prevailing or as necessary to protect the health, safety and welfare of its employees or Customers. The Board shall be under no liability with respect to any such interruption or limited supply.

### 2. Description of Service

#### A. Availability of Service

- (1) Water service is provided to Customers in the City of Lansing and several surrounding governmental entities. Service to the surrounding governmental entities is by contractual agreement.
- (2) The Board, at its discretion, may provide service to individual Customers outside its service area with the approval of the local governmental entity.
- (3) Water service may be made available to [Premises](#) that has frontage on a public right-of-way. The Board, at its discretion, may install [Water Mains](#) and [Customer Water Services](#) in easements.
- (4) Water service is not available where the Board must bring the [Customer Water Service](#) across another parcel or lot without an easement in order to provide service.
- (5) In the case where there is more than one [Water Main](#) capable of providing service, the Board shall determine which Water Main will be used for service and the location of the [Customer Water Service](#) connection.
- (6) Water service is available in sizes one inch (1") and larger. The Board will evaluate service sizes two inches (2") and larger before installation to determine the adequacy of water supply and pressure. Inquiries regarding adequacy of water supply and pressure should be directed to the Board's Customer Projects and Development Department.

**B. Agreements**

The Board shall require the Customer to enter into a written agreement that details the terms and conditions and price to be paid by the Customer prior to water service construction.

In addition, the Board may negotiate written contractual arrangements as to the provision of necessary service [Facilities](#), duration of service, amount of deposit and refunds thereon, minimum bills or other service conditions for Customers or prospective Customers whose load requirements exceed the capacity of the available distribution system in the area or whose load characteristics or special service needs require unusual investments by the Board in service Facilities or where there is not adequate assurance of the permanent use of the service.

The Board may charge a Connect Fee when the Customer requests the service to be made active outside normal business hours as specified in Rule 15.

No promises, agreements or representations of any agent or employee of the Board shall be of binding force upon the Board unless the same is within the authority of that individual and incorporated in the written agreement.

**C. Material Availability**

Subject to the restrictions contained in [Rule 3.2.A](#), the Board will construct water distribution [Facilities](#) and extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. The Board may, in its discretion, allocate the use of such materials, equipment and supplies among the various classes of Customers and prospective Customers of the same class.

## Use of Service

### 1. General

Potable water is supplied to a Customer for exclusive use on the [Premises](#) to which it is delivered by the Board. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of the Board, except as noted in [Rule 6](#).

Use of water is only for the purposes authorized by the Board and is not to be extended to another building without authorization of the Board.

No person except authorized Fire Department personnel, Director of Public Service, and such other people as determined by the Board shall operate and/or take water from fire hydrant, [Fire Service](#), or any other unmetered connection.

### 2. Access and Damages

The Customer shall provide and maintain appropriate access and working space around water [Facilities](#) in accordance with all applicable Board standards so as to permit ready and safe operation and maintenance of such Facilities. If the Customer does not maintain appropriate access and working space to Board Facilities, the Board shall have the authority to reasonably remove the obstruction(s) hindering the Board's access to the Board Facilities and will have no obligation to restore the Customers premises,

The Board's authorized personnel or agents of the Board shall have access to the Customer's [Premises](#) at all reasonable hours for all purposes necessary to conduct business, including without limitation: 1) install, inspect, read, repair, maintain, test or remove its meters 2) install, operate and maintain other Board equipment or Facilities, and 3) inspect [Fire Service](#) installations, [Customer Piping](#), backflow devices and to determine the connected water [Demand](#). If the meters, metering equipment or other Board property are damaged or destroyed through the neglect of the Customer, the cost of necessary repairs or replacements shall be the responsibility of the Customer.

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as [Premises](#) being locked, meter being inaccessible or unsafe conditions, 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 Board inspection and approval and the Customer has paid the appropriate [reconnection fee](#) as stated in Rule 15.

### 3. [Customer Piping](#) and Equipment

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

The Customer shall install and maintain the necessary Facilities or devices to protect Customer owned equipment against service interruptions and other disturbances on the Board's system.

The Customer shall install a valve on the outlet of the meter-set and shall maintain it in good repair.

Alterations to the [Customer Water Service](#) or associated equipment are prohibited without approval of the Board.

#### 4. Water Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, water hammer or other problems in the [Water Distribution System](#) or to other Customers. If the Board 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 the Board requested timeframe, the Board will discontinue service until the Customer has remedied the situation and has paid fees for Investigations and Reconnections under Rule 15.

The Customer shall be responsible for the cost of installation, testing and maintenance of backflow prevention equipment necessary to prevent contamination of the [Water Distribution System](#) as required by the Board.

#### 5. Improper Use and Tampering

Any person that uses water without making proper application for water service shall be responsible for all charges for water service. The amount of such charges shall be determined by the Board either by meter readings or on the basis of calculated consumption for the time water was used.

If a Customer is using water without proper application for service or water service connection, the Board may discontinue service without notice. In case of such discontinuance of service, the Board shall restore service only after the Customer has paid the meter tampering fee and a [reconnection fee](#) as stated in Rule 15, and has made appropriate restitution for stolen service and damaged equipment.

The Board may discontinue service and seek criminal charges, if it is determined that the meter or piping on the Customer's [Premises](#) has been tampered with or altered in any manner to steal water. If the Board discontinues service for this reason, the Board shall restore service only after the Customer has paid the [reconnection fee](#) as stated in Rule 15, made appropriate restitution for stolen service and made provisions for metering and/or piping changes as may be required by the Board.

#### 6. Discontinuation of Service

Service may be voluntarily or involuntarily disconnected.

##### A. Voluntarily

- (1) Service may be voluntarily disconnected per the Customer's request. The Board recommends that the Customer or the Customer's representative be present for the disconnection to ensure complete shutoff. It can be difficult for the Board to confirm that the service has been completely turned off if there is no one present at the premises during the shutoff. The Customer is responsible to advise the Board if the shutoff was not entirely effective.
- (2) Requests for temporary discontinuation of service for purposes such as winterization or seasonal occupancy shall be subject to a reconnection fee as stated in Rule 15 to cover the costs of restoring service.
- (3) Service may be voluntarily permanently disconnected, for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination.

B. Involuntary

- (1) Service may be involuntarily disconnected in the following instances:
  - (a) Noncompliance with applicable Rules and Regulations;
  - (b) Noncompliance with Municipal, State and or Federal law; or
  - (c) Issuance of a Court Order

## Metering

### 1. General

All water sold to Customers shall be measured by commercially acceptable measuring devices owned and maintained by the Board except where it is impractical to meter, such as for fire fighting, temporary or special installation, in which cases the consumption may be calculated.

### 2. Sizing/Installation/Ownership

The Board shall furnish, install, own and maintain all metering equipment and reserves the right to size such metering equipment.

### 3. Equipment Location

- A. The Customer shall provide, at no expense to the Board, a space/enclosure suitable to the Board for the installation of the necessary metering equipment. The Customer shall furnish the space and the provisions for mounting metering and service equipment to meet Board requirements. Inquiries regarding installation requirements should be directed to the Board's Customer Projects and Development Department.
- B. Wherever possible, metering equipment should be located inside the building served and as near as practicable to the point where the [Customer Water Service](#) enters the building.
- C. The space provided must have adequate ventilation and permanent heat to prevent freezing of the meter and associated piping. A clear overhead space of at least six feet (6') shall be provided. A floor drain of adequate capacity must be provided adjacent to the meter except where the Board has deemed it to be impractical to provide such drain.
- D. Where an approved location is not available inside the building, the meter shall be located in a meter manhole or pit at or near the property line, and the cost, ownership and maintenance of the meter manhole or pit structure and the piping from the outlet of the [Meter Set](#) thereof shall be the responsibility of the Customer, except where the Board has retained ownership. The customer shall at all times, provide clear access to the meter manhole or pit structure for the purpose of meter and meter set access and maintenance.

### 4. Multiple Occupancy Buildings

Where the building owner desires to meter each tenant's water separately, a meter manifold may be permitted when the following conditions are met.

- A. An adequately sized room is made available by the owner for housing the water meters. The meter room shall be of sufficient size for access and provided with a door which can be fitted with an approved lock box; and
- B. Access to the meter area is by way of a common-use space; and
- C. The building owner attaches a tag to the valve on the outlet side of the meter identifying the number and/or address of the unit served; and
- D. The building owner installs a valve on the outlet of each meter-set and
- E. The building owner installs a valve at the point where each water supply line enters the apartment or unit served; and

- F. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit; and
- G. The meter manifold is limited to eight (8) individual meters. Requests for a manifold larger than 8 shall be permissible only upon approval by the Customer Projects and Development manager or designee.

#### **5. Meter Calibration Request**

Upon customer request and subject to applicable fees in Rule 15, the BOARD may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus 1.5%. Inaccurate meters will be repaired or replaced.

#### **6. Damaged Meter**

- A. The Customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage by owner or his tenants. The Board will repair any meter so damaged, and the cost shall be billed to the Customer.
- B. The Board may, after an occurrence of a frozen meter, charge the customer for the replacement of a frozen meter as provided in [Rule 15](#).
- C. A customer requesting service in a location where the Board has an existing Service Connection, and the meter and or meter setting is missing, broken, or otherwise inoperable, a Damage Meter Charge and or Meter Set Charge(s) shall be applied in accordance with Rule 15.

## Application of Rates

### 1. General

Water Rates are predicated upon the Board not being required to provide more than one [Customer Water Service](#) to a building or structure. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable [Rate Schedule](#).

### 2. Resale

The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase water from the Board for resale to occupants on the condition that service to each occupant shall be metered separately and that the occupants may not be charged more for such service than the appropriate [Rate](#) of the Board available for similar service under like conditions. In order to qualify for resale to occupants, the owner or operator must state in writing their intent to resell in the application for service. The owner or operator shall be responsible for payment of purchased water for resale as required by Rule 7.

The Board shall have no obligation to furnish, test or maintain meters or other [Facilities](#) for the resale of service by the reselling owner or operator to the occupant.

Billing records of the owner or operator may be audited once every 12 to 18 months using generally accepted auditing practices. The audit shall be conducted by the Board or if the Board elects, by an independent auditing firm approved by the Board. The reselling owner or operator shall be assessed a reasonable fee for an audit conducted by the Board.

The owner or operator providing the resale shall be responsible for testing of each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained according to the most recent publication of Table 5-3, "Test Requirements for New, Rebuilt and Repaired Cold-Water Meters" within the AWWA M6 manual. Meters shall be tested only by outside testing services or laboratories approved by the Board.

A record of each meter, including testing results, shall be kept by the reselling owner or operator during the use of the meter and for an additional period of one year thereafter. When requested, the reselling owner operator shall submit certified copies of the meter test results and meter records to the Board.

The reselling owner or operator shall render a bill once during each billing month to each of the occupants' or tenants in accordance with the appropriate Board Rate Schedule. Every bill rendered by the reselling owner or operator shall specify the following information; The Rate Schedule title, the due date, the beginning and ending meter reading of the billing period and the dates thereof; the difference between the meter readings; the amount due for services and/or commodity use, as applicable to the [Rate](#); subtotal before taxes, other taxes where applicable; the amount due for other authorized charges; and the total amount due. The due date shall be 21 days from the date of rendition. The reselling owner operator shall be responsible for all collections and payment disputes for resale occupants.

The reselling owner or operator shall supply each occupant with a water system adequate to meet the needs of the occupant with respect to the nature of service, water quality, pressure, [Cross- Connection](#) control and other conditions of service.

If the reselling owner or operator fails to meet the obligations of this rule, the Board will notify the appropriate authorities and after reviewing with the reselling owner or operator, the problem(s) is not resolved, the Board may declare reselling owner or operator in violation of [Rule 2](#).

The renting of [Premises](#) with the cost of water service included in the rental as an incident of tenancy will not be considered a resale of such service.

### **3. Choice of Rates**

In some cases, the Customer may be eligible to take service under any one of two or more Rates. Upon request, the Board will advise the Customer in the selection of the [Rate](#) that will provide the lowest cost of service, based on the best available information, but the responsibility for the selection of the Rate shall be the sole responsibility of the Customer.

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

The Board shall not be responsible to refund the difference in charges under different Rates applicable to the same class of service, unless the Board provided an incorrect initial service turn-on Rate setting or unless the Customer makes a written request and has a permanent change in load profile. Any refund is subject to Board approval.

### **4. Apartment Buildings and Multiple Dwelling Structures**

An apartment building or a multiple dwelling structure served by one meter and containing four (4) or less [Dwelling Units](#) may elect to be billed on the appropriate Residential Service [Rate](#).

### **5. Billing**

Customers having more than one meter shall have consumption computed by individual meter in accordance with the current [Rate Schedule](#), with the exception of separate meters connected to the [Customer Water Service](#) and installed solely for lawn sprinkling. Lawn sprinkling meters connected to the Customer Water Service are subject to the Lawn Sprinkling Water Service [Rate](#).

In the case of a single building with multiple tenants (e.g., apartment building, strip mall), where each tenant is individually served by a meter within a meter manifold, the billing rate for each tenant shall be based upon the use of the rented space.

### **6. Minimum Charges**

A minimum charge, as defined by the [Rate](#) in effect, shall be applied to all services and billed to the Customer. Where the Customer requests that a service be discontinued, the Board shall deactivate the

service by any appropriate means, including without limitation, removing the meter and/or by disconnecting the service from the Board's [Water Distribution System](#).

**7. Property Owner-Rental Agent Agreement for “Leave On” Service**

The Board may waive application charges to maintain continuity of service at rental property locations provided: (1) the landlord agrees in writing to assume the responsibility for water service during the interim between tenants, and (2) the landlord is in compliance with all other rules and regulations of the Board.

## Responsibility for Payment of Bills

### 1. General

Each Board Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued and the Board has had reasonable time to secure a final meter reading. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately fifteen (15) days before the due date shown on the bill. The Customer shall pay the net amount if paid on or before the due date on the bill. Failure on the part of the Customer, through no fault of the Board, to receive the bill shall not entitle the Customer to pay the net amount after the due date of the bill. If a bill remains unpaid after issuing a five (5) day written shut-off notice, the Board shall have the right to discontinue service.

In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.

Service to a Customer shall not be discontinued for nonpayment of a disputed bill if the Customer has requested a hearing, pending results of the hearing. Service may be discontinued for nonpayment of bills that are not in dispute.

A new customer account may not be established for a Service Location if a delinquent customer account holder resides at the same premises (Service Location) as the new customer, unless the balance due and owing for the delinquent customer account holder is transferred to the new customer account and the new customer agrees to be responsible for the entire balance.

The Board may also require individual Customers to enter into a written "Billing Service Agreement," insuring that the Customer is responsible for all services used and rendered.

The Board will make billing history available to Customers at no charge, provided the information is currently stored on an active database. Customer request for billing history that is no longer on an active database will be subject to payment of hourly fees based on the average burdened hourly wage of the Board employee assigned to perform the research and compilation of the data.

The Board will charge a "[Non Sufficient Funds Fee](#)" in accordance with Rule 15 for returned checks.

### 2. Estimated Consumption

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.

Any consumption that cannot be registered accurately shall be estimated based on prior consumption or operating characteristics of the building and equipment.

### 3. Billing Errors

- A. When an error is found to exist in the billing rendered to a Customer, the Board will correct such error to recover or refund the difference between the original billing and the corrected billing. Corrected billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Refunds to Customers will normally be made promptly upon discovery of the error. Amounts due the Board from the Customer will be subject to normal collection policy and procedures.

- B. When an error is found to exist in the billing of a contract or service agreement with or governing the Customer, the Board will correct such error to recover or refund the difference between original billing and the corrected billing. Corrected billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Refunds to Customers will normally be made promptly upon discovery of the error. Amounts due the Board from the Customer will be subject to normal collection policy and procedures.

#### 4. Account Security Deposits

The Board shall require an account security deposit from any new or existing Customer with an unacceptable credit history with the Board. The Board shall apply different rules to new Customers signing up for service in accordance with [Rule 7.4.B](#). The deposit is normally 2 times the average monthly bill (actual or estimated) as determined by the Board and shall be applied according to Rule 15. Security Deposits shall be administered in accordance with Customer Service established Standards and Guidelines.

The Board may waive deposits in special circumstances. The Board may also demand deposits larger than 2 times the average monthly bill if the Board determines that a Customer presents a higher than normal credit risk.

A. Unacceptable credit history includes but is not limited to the following:

- (1) The Customer has deliberately misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents their identity.
- (3) The Customer fails to provide positive identification at the time of applying for service.
- (4) The Customer has had one or more payments canceled in the last 12 months due to: (1) non-sufficient funds returned check, (2) account closed returned check, (3) non-sufficient funds bank bill, (4) account closed bank bill, (5) credit card reversal, (6) or other payment method cancellation.
- (5) The Customer has a prior account that is delinquent within the last 6 years.

B. New Customers may not be required to submit a deposit, in any of the following situations:

Residential Customers

- (1) The Customer has no service history with the Board and has been permitted into the Good Faith Deposit Program in accordance with Customer Service established Standards and Guidelines.
- (2) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (3) The Customer's bill is paid by a governmental agency.
- (4) The Customer secures a guarantor; the guarantor has an acceptable payment history.
- (5) The Customer provides an acceptable surety bond.
- (6) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

Commercial and Industrial Customers

- (1) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (2) The Customer's bill is paid by a governmental agency.

- (3) The Customer secures a guarantor; the guarantor has an acceptable payment history.
- (4) The Customer provides an acceptable surety bond.
- (5) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

The Board will refund deposits to all Customers who have taken service for 12 months and have an acceptable payment history. The Board will also refund deposits to Customers who have voluntarily terminated service and paid all charges due.

The Board will pay simple interest accrued on an Account Security Deposits held. No interest will be paid until the deposit is returned to the customer. The interest rate will be updated on July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

## **Dispute and Hearing Procedure**

### **1. Disputes**

In accordance with the Lansing City Charter, the Board is required to provide a fair and equitable dispute and hearing process for its Customers as follows:

- A. When any Customer disputes a bill or service and the Board is so advised in writing, the date of the notice of dispute will be recorded.
- B. Service to a Customer shall not be discontinued for nonpayment of a disputed bill if the Customer has requested a hearing, pending results of the hearing. Service may be discontinued for nonpayment of bills that are not disputed.
- C. The disputed bill or service will be investigated promptly and completely.
- D. The Customer will be advised of the results of the investigation.
- E. An attempt will be made to resolve the dispute in a manner mutually satisfactory to both parties.
- F. The Board will provide the opportunity for each Customer to enter into a reasonable settlement agreement in order to mutually resolve the disputed claim or to satisfy any liability not in dispute.
- G. If a settlement cannot be reached between the Customer and the Board's Account Administrator, the Customer may choose to appear before the Board's Dispute Review Committee. The review will be scheduled within ten (10) days of the request or as mutually agreed to by both parties.
- H. If a settlement cannot be reached following examination by the Dispute Review Committee, the account will be referred to the Board's General Manager.
- I. If a settlement is not reached after review by the Board's General Manager, the Customer shall be afforded an opportunity for a hearing.
- J. The Customer shall be responsible for payment of all other bills or portions of bills as rendered which are not in dispute.

### **2. Hearings**

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at 1232 Haco Drive, Lansing, Michigan, 48912.
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.
- C. The Board and the Customer shall:
  - (1) Have the right to be represented by Counsel or other persons of their choice.
  - (2) Have the right to present evidence, testimony and oral and written argument.

- (3) Have the right to cross-examine witnesses appearing on behalf of the other party.
  - (4) Have the right to have the hearing recorded by a court reporter at the expense of the Customer. The Hearing Officer shall also have the right to have the hearing recorded by a court reporter. Recordings will be preserved at least six (6) months from the date of the hearing. All evidence relevant to the dispute will be received.
- D. For each hearing, the Hearing Officer shall compile a hearing record which will contain;
- (1) A concise statement in writing of the position of the Board in relation to the dispute.
  - (2) A concise statement in writing of the position of the Customer in the dispute.
  - (3) Copies of all evidence submitted by the parties.
- E. If a decision is reached during the hearing, the Hearing Officer shall state the decision to both parties. If the Hearing Officer does not reach a decision during the hearing, additional time will be allowed to reach a decision. When a decision has been reached, either at the hearing or later, the Hearing Officer will prepare a report which shall contain the following:
- (1) A concise summary of the evidence and argument presented by the parties.
  - (2) The decision and a statement that the decision of the Hearing Officer was based solely on the evidence presented and reasons therefore.
  - (3) Advise that the representatives of the Board and the Customer have a right to file an appeal with the Board of Commissioners.
  - (4) A statement as to any settlement agreement.
  - (5) A statement that the dispute determination is binding on both parties unless appealed to the Board of Commissioners within ten (10) days of the date of mailing of decision, and that any request for appeal must be in writing to the Corporate Secretary.
- F. The Hearing Officer shall file the written report with the Board of Commissioners and the Mayor of the City of Lansing. A copy of the report shall be sent to the Customer via certified mail.
- G. If the dispute is unresolved and the decision appealed, the Hearing Officer shall make recommendations to the Board of Commissioners on the dispute. The Secretary of the Board will arrange a time for the appeal and advise both the Customer and the Board of the date, time and location in writing. Failure of the Customer to appear at the time set for the appeal without due cause, or to request an alternate date, will constitute a forfeiture of the dispute. The decision rendered by the Board of Commissioners will be final.

## **Water Customer Choice Program**

### **1. General**

The Board will accept and permit Customer installation of [Customer Water Service\(s\)](#), and [On-Site Water Mains](#), except Meter Set and metering equipment, provided the following conditions are met.

- (1) The Board has approved the Customer's contractor prior to construction.
- (2) The Customer has signed, and complied with, a Customer Choice Water Service agreement with the Board prior to construction.
- (3) The Customer has provided, and the Board has approved drawings, material lists and a flushing and disinfection plan.
- (4) The Customer has paid any and all past and current applicable fees and charges.
- (5) The installation of Customer Water Service(s) and/or [On-Site Water Mains](#) has been inspected and approved by the Board.
- (6) Customer has dedicated Customer Water Service(s) and/or [On-Site Water Mains](#) to the Board.

Inquiries regarding the Water Customer Choice Program should be directed to the Board's Customer Projects and Development Department.

### **2. Contractor Qualification and Approval**

Contractors desiring to become qualified and approved to install [On-Site Water Mains](#) and Customer Water Services should contact the Material Services Management Resource Center. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit shall be assessed as stated in [Rule 15](#).

### **3. Residential Services**

Customers installing residential water services shall be required to pay an "[Inspection](#)" charge as stated in Rule 15 for each inspection.

### **4. Deposit and Non-Refundable Contributions for [On-Site Water Mains](#) and Large Services**

A deposit and non-refundable contribution shall be required for any [Customer](#) desiring to install On-Site Water Mains or commercial [Customer](#) Water Services. The amount of such deposit and non-refundable contribution shall be as stated in [Rule 15](#).

Upon project completion, the deposit shall be adjusted to reflect the actual Board cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is within \$100 dollars of the actual cost.

### **5. Permits**

The Board will obtain the State of Michigan Permit for Water System Construction. The Customer shall be required to obtain all other permits.

## Distribution System Extensions

### 1. General:

#### A. Request for Distribution System Extension

Rule 10 sets forth the conditions under which the Board will extend its [Water Distribution System](#).

#### B. Ownership

The Board shall provide, own, maintain and specify all of its distribution [Facilities](#) including location, except as otherwise expressly provided by agreement between the Board and the governmental entity or [Rule 9, "Water Customer Choice Program"](#). No ownership rights to Board Facilities shall pass to any owner(s), developer(s), or Customer(s) by reason of any contribution required hereunder.

#### C. Availability of Distribution System Extension

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

Water Distribution System extensions are generally available throughout the water service area. Water Distribution System extensions may also be available outside the water service area to serve individual Customers. Water Distribution System extensions outside the service area shall be installed at the Board's discretion, and only with the approval of the local governing entity.

#### D. Contribution In Aid of Construction for System Extensions

The owner(s), developer(s), governmental entity(s) or Customer shall be required to make a contribution in aid of construction to the Board to cover the cost of the [Water Distribution System](#) extension prior to construction, except as provided otherwise by agreement between the Board and the governmental entity or in [Rule 9 "Water Customer Choice Program"](#).

The contribution in aid of construction to the Board for [Water Distribution System](#) extensions shall, at the Board's option, be of the following:

- (1) At cost – The Customer will provide a deposit based on the Board's estimated cost to construct the Water Distribution System extension. Reconciliation (refund or invoice) between the deposit and actual cost will be made upon project conclusion.
- (2) Not-to-exceed – The Customer will provide a deposit based on the Board's estimated cost to construct the Water Distribution System extension. If the actual cost to construct the Water Distribution System extension is less than the deposit, the Board will refund the difference upon project conclusion.
- (3) Firm Price – The Customer will provide a one-time payment based on the Board's estimated cost to construct the system extension. No reconciliation or refund will be made upon project conclusion.

#### **E. Installation of Distribution System Extension**

All [Water Distribution System](#) extensions shall be installed by the Board or its agent except as provided in [Rule 9 “Water Customer Choice Program”](#).

Water Distribution System extensions shall be installed in public right-of-way except in certain cases where, at the Board’s discretion, they may be installed in dedicated recordable easements on private property provided at no cost to the Board.

Water Distribution System extensions shall traverse the total frontage of all property served and all streets within a new subdivision. The Board, in its sole discretion, may exempt side-lot streets where a [Water Main](#) is not required either to provide service or to provide proper system flow and pressure.

[Service Stubs](#) shall be installed in conjunction with the [Water Distribution System](#) extension except in certain cases as determined by the Board.

The Customer shall provide the Board a approved site plan for Board review and approval.

Installation of a [Water Distribution System](#) extension will be initiated provided:

- (1) The owner, developer, governmental entity, or Customer has entered into a written agreement with the Board for the construction of the Water Distribution System extension.
- (2) The owner, developer, governmental entity, or Customer has paid the cost of the Water Distribution System extension and any required system reinforcement in a manner as determined by the Board or has fulfilled the commitments as otherwise provided by agreement between the Board and the governmental entity.
- (3) Where applicable, the owner, developer, or Customer has recorded the plat or final preliminary approval has been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- (4) Construction during the winter season will only occur at the Board’s discretion.

#### **F. Adequate Pressure and Flow Capacity**

The Board shall not make [Water Distribution System](#) extensions unless adequate pressure and flow capacity is available at the location of the Water Distribution System extensions as determined by the Board. Variances from the Board’s flow and pressure capacity requirements may be granted in writing by the Board and where applicable, the governing Fire Marshal.

Where Water Distribution System reinforcement is required to provide adequate pressure and flow capacity at the location of the Water Distribution System extension, the Customer, governmental entity or other benefiting parties shall bear the cost of such Water Distribution System reinforcement.

#### **G. Permits**

All permits will be obtained by the Board or its agent, except as provided in Rule 9 “Water Customer Choice Program”, before construction is initiated.

#### **H. Staking Requirements**

The Customer shall provide all staking as required by the Board for installation of the [Water Distribution System](#) extension. Inquires regarding staking requirements should be directed to the Board’s Customer Projects and Development Department.

#### **I. Fire Hydrants**

[Water Distribution System](#) extensions shall include fire hydrant coverage as determined by the Board or governmental entity. Fire Hydrants designated as [Private Hydrants](#) shall be billed according to [Rate Schedule](#) 6 and are the responsibility of the property owner.

#### **J. Oversizing of Distribution System Extension**

To meet the needs of existing and future Customers within the governmental area(s), the Board may choose to install a larger size [Water Main](#) than that needed for the [Water Distribution System](#) extension. In such cases, the cost of oversizing shall be borne by the benefiting governmental entity(s) or as provided for in the agreements between the Board and the governmental entity(s).

Where the Board has determined that oversizing of a Water Main is needed for its own purposes, the Board shall be responsible for the cost of such oversizing.

#### **K. Economic Development Considerations**

Where the Board determines that the [Water Distribution System](#) extension will promote development that provides substantial and sustainable economic benefits to its Customers or the Lansing region, the Board will consider an offset to its fees and charges and/or an economic incentive subject to its availability.

Where a Customer has obtained an approved Lansing Brownfield Plan and entered into a Brownfield Reimbursement Agreement with the Lansing Brownfield Redevelopment Authority (LBRA), The Board, subject to agreement with the LBRA, may seek reimbursement for its Water System Connection Fee (Rate 3 of the Board’s [Rate Schedule](#)) directly from the LBRA. In the event the Board is not reimbursed for its Water System Connection Fee from the LBRA, the Customer shall be required to pay the remaining amount due.

#### **L. Easements and Tree Removal Permits**

Where the Board has agreed to construct the [Water Distribution System](#) extension in an easement and prior to such construction, the owner(s), developer(s) or Customer(s) shall be required to furnish, at no expense to the Board, recordable easements in a form satisfactory to the Board. The easement shall grant right-of-ways suitable for the ingress, egress and the installation and maintenance of the Water Distribution System extension including any Water Distribution System equipment as designed by the Board for present and future service. The owner, developer, or Customer shall also, in a form satisfactory to the Board, grant the Board permission to trim and remove trees as necessary to protect the integrity of its distribution system and the safety and welfare of its employees and the public.

In the event the required easements and tree removal permits are not provided by the owner(s), developer(s) or Customer(s) for such extension, the Board may elect to construct all or any part thereof along public highways or other private property. In such event, the Board may require the owner(s), developer(s) or Customer(s) to pay the added construction expense occasioned by the use of such highways or other private property, plus any expense encountered in acquiring permits and easements on other private property when necessary to provide service to the owner(s), developer(s) or Customer(s).

#### **M. Non-Standard Equipment**

Where the Customer requests that the Board utilize equipment which differs from its normal specifications, purchased or installed, the Board may elect to provide such non-standard equipment with the Customer paying any additional cost.

#### **N. Non-Standard Construction**

Where, in the Board's judgment, practical difficulties exist such as unexpected governmental requirements, frost or wet conditions, contaminated soil, rock within the excavation surface, or where it is necessary to deviate from the Board's approved construction standards or established distribution system design, the Board may require the Customer to pay for the additional cost resulting therefrom.

#### **O. Other [Facilities](#)**

It will be the responsibility of the owner(s), developer(s) or Customer(s) to identify and provide locations of any existing privately owned underground [Facilities](#) such as lawn sprinkler systems, field drainage systems, septic tanks, Customer owned electric lines, etc. If privately owned [Facilities](#) are not properly located, the Board does not assume responsibility for any damage to these [Facilities](#).

#### **P. Construction Date of Distribution System Extension**

The Board will, based on availability of work crews and material, and subject to approvals of the appropriate regulatory agencies, utilize best efforts in constructing the [Water Distribution System](#) extension to meet a mutually agreed upon date or as required by agreement between the Board and the governmental entity.

### **2. Water Facility Relocations and Removals:**

- A. At the request of a Customer or developer, or as required due to a conflict, or to meet Board Standards, the Board will relocate or remove its water [Facilities](#) provided:
- (1) The relocation or removal is feasible and meets Board Standards.
  - (2) The Customer or developer obtains approval from all Customers impacted by the proposed relocation.
  - (3) The relocation or removal does not degrade water reliability or quality.
  - (4) All governmental approvals, permits and easements are obtained

Prior to any relocation or removal of water [Facilities](#), the Customer or developer shall be required to make a nonrefundable contribution in aid of construction. The aid in contribution of

construction shall reimburse the Board for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this Rule 10, plus the cost of any necessary modifications to the Board's [Water Distribution System](#) affected by the relocation or removal, less the salvage value of any portion of the water [Facilities](#) removed.

- B. If, at any time subsequent to completion of the Water Distribution System extension, it is found that Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the Board, the Customer or developer shall reimburse the Board to relocate Water Mains or related Facilities to the correct location or at the proper elevation.

## Services

### 1. General

The [Customer Water Service](#) shall be furnished, installed, owned and maintained by the Board except as otherwise provided in [Rule 9 “Water Customer Choice Program”](#). In the course of maintaining or repairing a Customer Water Service, the Board shall bear no responsibility for damage incurred or restoration to areas where the Customer Water Service passes under any area not readily accessible. The Customer shall be responsible for additional repair costs due to these encumbered services.

The [Service Location](#) shall be specified by the Board and shall be located so that the Board’s service [Facilities](#) meet or exceed all clearance requirements and applicable local codes.

Should it become necessary for any cause beyond the Board’s control to change the Service Location, the entire cost of any changes in the Customer’s service shall be the responsibility of the Customer.

Should it become necessary for the Board to reinforce or upgrade the [Water Distribution System](#) to accommodate the requested service, a nonrefundable contribution in aid of construction shall be required as determined by [Rule 10.1.D](#).

### 2. Application for Service

#### A. Request for existing services

Request for existing services are taken by the Customer Service Department at the Board main office at 1232 Haco Drive, Lansing MI 48912 or by calling (517) 702-6006 during normal business hours.

#### B. Request for new services

Request for new services are taken by the Utility Services Section of the Customer Projects and Development Department at Board offices at 730 E. Hazel Street, Lansing MI 48912 or by calling (517) 702-6700, during normal business hours. Customers in Bath, Delhi, DeWitt, or Watertown Township, as well as those in the City of DeWitt must apply at their respective township’s office.

#### C. Residential Service Applications

The Board is required to exercise due diligence in an effort to prevent identity theft. To establish service/account, customers are required to comply with the Board’s effort by producing acceptable elements of positive identification. Acceptable elements of a positive identification include but are not limited to the following:

1. Full Name (an account can only be in one person’s name)
2. Address ( a copy of the mortgage or lease agreement may be required to verify residency)
3. Telephone Number
4. Email Address
5. Social Security Number ( Only required if the customer can not or will not verify their identity in person)
6. State or Governmental issued Identification (i.e. Drivers License, Military ID, Tax ID, or Passport)

#### **D. Commercial Service Applications**

To establish commercial service/account, the Board is required to acquire the following business information:

1. Legal Business Name and Tax ID Number ( registered in Michigan )
2. Type of Business
3. Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
4. Telephone Number
5. Email Address
6. Contact Name(s)
7. Owner or Business Agent Name
8. Mailing Address if different from Service Address

#### **3. Temporary Water Service**

Temporary water service is available to contractors and others for construction activities, sewer flushing, festival usage, and bulk tanker fill etc. The charge for such temporary water services shall be as specified in [Rule 15](#).

#### **4. Domestic Water Service**

##### **A. General**

It shall be the Customer's responsibility to determine the correct pipe size for the [Customer Water Service](#) prior to making application.

Plans shall be submitted to the Board's Customer Projects and Development Department for services two inches (2") and larger or unusual connections.

Customer Water Services shall be installed from the [Water Main](#) to the Customer's building or metering manhole or pit in the most direct manner. The pipe comprising the connection shall cross only that legally described property upon which the building to be serviced is located.

Facilities that cannot provide a common meter room but require separate meters for each dwelling unit ([Rule 5.4](#)) shall require a separate service for each meter, including main to curb box.

It is the intent of the Board that all underground water pipes to the meter or meter manhole or pit be installed and maintained by the Board. However, where unusual or special circumstances exist or as allowed by [Rule 9 "Water Customer Choice Program"](#), the Customer may request approval to install underground water pipes. Applicants shall submit plans and specifications to the Board's Customer Projects and Development Department for approval prior to installation.

No person other than an authorized employee or agent of the Board shall open or close the outside valve (curb stop) on the Customer Water Service. No person except an authorized Board employee, agent of the Board or as allowed by [Rule 9 "Water Customer Choice Program"](#) shall tap, revamp or connect to a [Water Main](#) or any of the pipes comprising the Customer Water Service.

## **B. Customer Connections to Board [Facilities](#)**

It shall be the Customer's responsibility to connect his plumbing to the [Customer Water Service](#) or meter-set installed by the Board. All work shall be in full compliance with all applicable plumbing codes.

Where the water Meter Set is installed inside, the Customer shall connect by first installing a valve at the outlet of the Meter Set.

Where it is required that the Meter Set be installed outside in a meter manhole or pit, the Customer shall connect at the outlet of Meter Set. The customer shall install a shut-off valve after the outlet of the Meter Set, normally installed at the inside wall of building to be served.. The customer shall be responsible to install, own and maintain [Customer Piping](#) from the outlet of the Meter Set and the customer shall be responsible to install, own and maintain the meter manhole or pit structures which house the Meter Set, except where the Board has retained ownership.

No connection to the Customer Water Service shall be allowed except at the outlet side of the Meter Set.

## **C. Charges**

For standard installations, the Customer shall pay a "[Water Service](#)" charge for the cost of the [Customer Water Service](#) installation prior to construction, in accordance with [Rule 15](#) in a manner as determined by the Board.

Where a water service connection is made from a [Water Main](#) subject to a "[Front Footage Recovery](#)" charge, such charge shall be as stated in [Rule 15](#).

All new Customer Water Service connections made to Water Mains shall be subject to a System Connection Fee in accordance with [Rate Schedule 3](#) of the Board's Water Rate Schedules and any applicable charges contained in agreements between the Board and the governmental entity.

Where, in the Board's judgment, practical difficulties exist such as unexpected governmental requirements, frost or wet conditions, contaminated soil, rock within the excavation surface, or where it is necessary to deviate from the Board's approved construction standards or established distribution system design, the Board may require the Customer to pay for the additional cost resulting therefrom.

Where it is necessary for installation of a Customer Water Service to be scheduled during the "Winter Construction Period" as defined in [Rule 15](#), the Customer may be required to pay a "[Winter Construction Charge](#)" as established therein.

The Customer shall be responsible for additional repair costs due to encumbered Customer Water Services or damage as a result of negligence, willful damage or carelessness by the Customer, owner or tenants.

## **5. [Fire Service](#)**

### **A. General**

The Board will provide water service for the sole purpose of providing direct fire protection. This service may include but is not limited to:

- (1) [Public Fire Hydrants](#)

(2) [Private Fire Hydrants](#)

(3) Connection to fire sprinkler systems

The Board owns and maintains all hydrants and all Fire Services up to the point of entry to the Customer's building, except where [Customer Owned Hydrants](#) or Fire Services are connected after the Board's metering point.

An approved backflow prevention device shall be installed on the [Fire Service](#) and detector check by-pass line. The backflow devices shall be installed, owned, tested and maintained by the Customer. Test results shall be sent to the Board's Customer Projects and Development Department.

A detector check by-pass meter shall be installed, owned and maintained by the Board to monitor water consumption through the [Fire Service](#). Water used for fire fighting is paid through the monthly Fire Service charge and is not metered. The Customer shall contact the Board's Customer Projects and Development Department for fire system testing. In addition to the monthly Fire Service charge, the Customer shall be billed for excessive use of water for fire system testing and any water used from the Fire Service for non-fire fighting purposes.

The Board reserves the right to inspect Fire Service installations.

Fire Services are also subject to [Rule 11.4.A](#).

**B. Charges**

The Board shall assess a "[Fire Hydrant](#)" charge as stated in [Rule 15](#) prior to the installation of any individual fire hydrant.

The Customer shall pay the [Fire Service](#) installation cost prior to construction.

The Customer shall be responsible for additional repair costs due to encumbered Fire Services or damage as a result of negligence, willful damage or carelessness by the Customer, owner or tenants.

**6. Lawn Sprinkler (Irrigation) Service**

Where a Customer requests that a separate meter be installed in parallel to an existing meter or that a separate meter be installed in conjunction with a new service installation for water use that does not enter the wastewater system and is permitted by the local governmental entity, the Customer shall pay the amount specified in [Rule 15](#) prior to installation.

Such separate meter shall be furnished and installed by the Board at an acceptable location. In no case shall this meter be larger than the service line size.

The Customer shall install a valve at the outlet of the meter-set.

An approved backflow prevention device shall be installed on all lawn sprinkler/irrigation services. The backflow devices shall be installed, owned, tested and maintained by the Customer.

**7. Water Facility Relocations and Removals**

The Board will relocate or remove its water [Facilities](#) in accordance with [Rule 10.2](#).

**8. Lead Service Pull Ahead Program**

- A.** Where a customer has an identified lead service and desires to have that service replaced before the Board Schedule Replacement date AND the customer does not qualify to be

included in the Sensitive Population Replacement Schedule, the customer is eligible for a credit against the cost to replace the service and or stub as stated in Rule 15.

- B.** For direct replacements of 1” or less standard copper service size the customer will utilize the Customer Choice Program (Rule 9).
- C.** For direct replacement of service and or stub greater than 1” the Customer Project engineer will estimate the replacement and credit.
- D.** For all upgrades, renovation and split services the Customer Projects engineer will estimate the replacement and credit.

## **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 35 psi.

Where a jockey pump is used to maintain pressure on fire sprinkler systems or other unmetered [Fire Service](#), the jockey pump must take suction from a metered [Customer Water Service](#).

The Customer shall suitably pipe, valve and protect all booster pumps such that the boosted pressure will not cause backflow into the Board's [Water Distribution System](#).

All booster pumps having a capacity that could develop velocities in excess of 10 feet per second in the Customer Water Service shall have modulating valves installed on the discharge so that start-up or shut-down pressure surges will not be generated back into the Board's [Water Distribution System](#).

### Water Storage [Facilities](#)

Where the Customer desires to maintain a stored water facility of any type (elevated storage tank, ground storage tank, etc.) that is directly connected to the Board's [Water Distribution System](#), the storage vessel must be approved by the Board and any other agency or regulatory body with jurisdiction over the facility. Applicants shall submit plans and specifications to the Board's Customer Projects and Development Department for approval prior to installation.

The Customer must use a metered [Customer Water Service](#) for water used to fill, flush, and/or overflow such storage tanks, including those tanks used for fire protection purposes.

The stored water facility shall include provision for protection against backflow into the potable water system as outlined in [Rule 14](#).

## **Cross-Connection**

### **1. General**

A Customer shall not create or allow any actual or potential physical connection between a potable water line and a non-potable fluid, such that it is possible for the non-potable fluid to enter the potable water system.

Potable water is provided to the Customer subject to the Board's Cross Connection Control Program which is available by contacting the Board's offices at 1232 Haco Drive, Lansing or on the Board's Internet Web site at [www.lbwl.com](http://www.lbwl.com).

### **2. Installation of Backflow Prevention Devices**

The Customer will be required to install a backflow prevention device on a [Customer Water Service](#) to assure containment when the Board 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 the Board'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 the Board 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 exist a high potential for future cross connections, a backflow prevention device may be required at the [Service Location](#), in addition to internal protection.

### **3. Inspection and Maintenance of Backflow Prevention Devices**

Backflow prevention devices must be installed in an area that will permit easy access for inspection, testing, and maintenance. The Board 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 the Board of compliance. Test results shall be sent to the Board's Cross Connection Administrator.

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

### **4. 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.

### **5. 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:

- (1) Hospitals, clinics, sanitariums and biological research centers
- (2) Morgues, funeral homes and other places with autopsy [Facilities](#)

- (3) Waste-treatment plants (both solid and liquid waste)
- (4) Chemical plating plants
- (5) Industrial plants having complex plumbing systems not visually traceable in their entirety
- (6) [Premises](#) with an auxiliary water supply
- (7) [Premises](#) where inspection is restricted
- (8) Laboratories
- (9) Marinas
- (10) Food and beverage processing plants
- (11) Petroleum processing or storage plants
- (12) Radioactive material processing plants
- (13) [Premises](#) with reclaimed water systems
- (14) [Facilities](#) using treated water for process purposes

A pressure-type vacuum breaker is recommended for the following uses:

- (1) Underground lawn sprinkler systems
- (2) Irrigation systems

## **6. 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 the Board.



<b>WATER FEES and CHARGES</b>		
<b>Charge Description</b>	<b>When Applied</b>	<b>Charge</b>
Service Demolition	When requested by Customer	\$130
Lead Service Pull Ahead Program Credits - Utilizing Customer Choice Program	Reimbursement of actual cost up to the following schedule  Up to and including 1" diameter lead services and stubs - direct replacement to Board Standard Stub ( Main-to-Curb Box) Service (Curb Box-to-Building) Stub and Service  Greater than 1" Diameter lead services and stubs - direct replacements to Board standard  For all Upgrades, Renovations and Split Services of existing lead services to Board standard	\$ 1,520 credit maximum \$ 1,380 credit maximum \$ 2,900 credit maximum  Estimated Credit  Estimated Credit
Winter Construction Charge	Water Services, 2" and under  Greater than 2" pipe or service  December 15 – March 31	\$18 /Trench ft  Firm price quote  In addition to normal charge
Damage Meter Charge	Upon occurrence	For services: Up to 1" = \$200 1 ½" = Labor and Material* 2" = Labor and Material* *minimum charge of \$400
Hydrant Flow Testing	When requested by Customer	\$250 ea.
Bulk Water Permit Fee	Initial application fee	\$120 ea
Bulk Water Renewal Fee	Yearly	\$30 yearly
Consumption Fee (Filled at Hazel Street Yard Hydrant)	For commodity used	\$ Commodity charge/ccf +chemical charge - calculated according to current General Water Service Rate 2.
Domestic Service Inspection Fee (Customer Choice Program)	Each inspection visit for 2" or less diameter services only – no engineering drawings or service evaluation required.	\$85 ea.

<b>WATER FEES and CHARGES</b>		
<b>Charge Description</b>	<b>When Applied</b>	<b>Charge</b>
Permit Application (Customer Choice Program)	Initial request by contractor seeking qualification	\$400
Annual Contractor's Qualification permit fee (Customer Choice Program)	Annually	\$150
Engineering, Inspection and Administration (Customer Choice Program)	On-site mains and commercial services	<p>Deposit of 5% for inspection, actual cost of inspection that are less than or exceeding deposit will be reimbursed or billed. Additionally a nonrefundable 3% for engineering and admin for projects based on Board Estimated construction cost of \$100,000 or less</p> <p>Deposit of 4% for inspection, actual cost of inspection that are less than or exceeding deposit will be reimbursed or billed. Additionally a nonrefundable 2% for engineering and admin for projects based on Board estimated construction cost of &gt;\$100,000 \$1,000 minimum non refundable fee for construction inspection and \$600 minimum non refundable fee for engineering and administration.</p>
Temporary Hydrant Usage for construction, festivals and governmental special use by special permit.	<p>Within Board service area for construction use Permit Fee per project</p> <p>(A) 1" RPZ backflow device plus Commodity fee</p> <p>(B) 2" RPZ backflow device plus Commodity fee</p> <p>(C) Other approved backflow prevention device</p>	<p>\$150</p> <p>\$380 if required. \$60 month or portion thereof</p> <p>\$720 if required \$160 /month or portion thereof Cost based on estimated usage</p>

<b>WATER FEES and CHARGES</b>		
<b>Charge Description</b>	<b>When Applied</b>	<b>Charge</b>
Security Deposits – Residential	<p>Non-compliance fee Hydrant wrench Water Theft Penalty Fee</p> <p>Festivals, non-profit or otherwise - includes rental of RPZ</p> <p>Metered use for approved governmental special use – includes rental of RPZ</p> <p>For all new customers unless waived by conditions stated in Rule 7.</p> <p>Water &amp; City Sewer Water Only</p>	<p>\$250 deposit \$45 \$500 1<sup>st</sup> occurrence Up to \$1500 2<sup>nd</sup> occurrence Up to \$5000 3<sup>rd</sup> occurrence and permit revocation</p> <p>1” 1-3 days = \$100 4-7 days = \$300 8-14 days = \$500 2” 1-3 days = \$250 4-7 days = \$500 8-14 days = \$750 Setup and removal cost plus Residential Water Service Rate 1 commodity charge.</p> <p>\$127 \$ 55</p>
Security Deposits – Commercial & Industrial	For all new customers unless waived by conditions stated in Rule 7.	2 times average monthly bill
Connect (Turn-on/turn-off) fee	Standard Service By the end of the next business day of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day.  Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No charge  \$130
Reconnection Fee	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day.  Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	\$65  \$130
Meter Tampering	Each Occurrence	\$155
Non Sufficient Funds (NSF) Fee	For Non Sufficient Funds on Checks	\$30
Missed Appointment, No Show, No access Fee	After second occurrence, per occurrence	\$30

<b>WATER FEES and CHARGES</b>		
<b>Charge Description</b>	<b>When Applied</b>	<b>Charge</b>
Non Sufficient Funds (NSF) Fee	For Non Sufficient Funds on Checks	\$30
Meter Calibration Charge	Customer request meter calibration check is within plus or minus 1.5% of accuracy Up to 2" meters Greater than 2" meters	\$85 Labor and Material
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
Charges other than those published	Relocations, repeat thawing, damages, etc.	At cost