



**WEST SIDE WATER SYSTEM**

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# **Rules and Regulations For Water Service**

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**DEFINITIONS OF TERMS AND THEIR ABBREVIATIONS**  
**Water Rules and Regulations 1**

WSW- When used in these Rules and Regulations, WSW is an abbreviation meaning the West Side Water Supply System.

BOARD- The Charter Township of Lansing Board of Trustees.

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 WSW or a governmental entity that authorizes WSW to provide water service.

CUSTOMER OWNED FIRE HYDRANT- The hydrant and appurtenances owned by the customer, maintained by WSW, installed on Customer Piping on private property outside of ROW.

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 WSW 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 WSW'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 the 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 the water installation.

## DEFINITIONS CONTINUED

**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 ROW and owned and maintained by WSW.

**PERSON-** Any individual, corporation, partnership, company, Limited Liability Corporation, organization or governmental entity.

**PRIVATE FIRE HYDRANT-** The hydrant and appurtenances owned and maintained by WSW, installed on Water Mains on private property to provide water primarily for fire-fighting purposes on Premises.

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

**PREMISES-** A building and its grounds/property.

**RATE-** The unit prices as established by WSW, WSW Citizen's Advisory Committee and the Charter Township of Lansing's Board of Trustees 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.

**RENTAL PROPERTY-** Any dwelling, and/or any property that a dwelling sits upon, that is not owned by the occupant of the dwelling (including, but not limited to, mobile homes, manufactured housing units, and similar dwellings). Further, any dwelling or property that is subject to a land contract to purchase the dwelling and/or the property shall be deemed a Rental Property until the land contract has been paid in full and fee ownership of the dwelling and/or property has transferred to the purchaser.

**ROW- Right-of-Way-** the legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

**SERVICE LOCATION-** The point at which WSW 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 distance typically within ROW.

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 WSW, installed in public ROW or easement, that conveys water to a Customer Service or to a fire hydrant.

## **GENERAL PROVISIONS**

### **Water Rules and Regulations 2**

#### **1) General Provisions**

Copies of WSW's Rate Schedules for water service are open to public inspection at WSW's offices and are available on WSW's Internet website [www.westsidewater.com](http://www.westsidewater.com) or upon request. Application for original, modified or added service shall be made at the office of West Side Water, 3209 W. Michigan Ave, Lansing, Michigan, 48917.

Any person receiving or agreeing to receive water service from WSW Facilities shall be deemed a Customer of WSW subject to its Rate Schedule and the 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 Customer Water Service requests that are 2" or larger in size, the Customer should contact WSW to determine the characteristics of the water service available at the Customer's Premises, since adequate flow and/or pressure may not be available. WSW will inform the Customer of WSW requirements, which must be fulfilled by the Customer, in order to receive water service.

WSW may discontinue water service to any Customer for any breach of WSW's Rules and Regulations or in accordance with the law. The Customer must pay a reconnection fee as stated in Rule 14 to cover the costs of restoring water service that has been discontinued for any breach of WSW's Rules and Regulations or in accordance with the law.

WSW will release customer information in accordance with written customer authorization and WSW policy.

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

**SERVICE CONDITIONS**  
**Water Rules and Regulations 3**

**1) Character of Service**

WSW 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 to maintain water pressure within reasonable limits.

WSW 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 WSW'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, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, Facilities or equipment when WSW has carried on a program of maintenance consistent with the general standards prevailing 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, WSW 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 health, safety and the welfare of its employees or Customers, or the reliability of the Water Distribution System. WSW 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 West Section of the Charter Township of Lansing.
- 2) WSW, at its discretion, may provide service to individual Customers outside its service area with the approval of the local governmental entity.
- 3) Customer Water Service may be made available to Customer's Premises that have frontage on a public ROW. WSW, at its discretion, may install Water Mains, Customer Water Services and all appurtenances related to the Water Distribution System in easements.

- 4) Customer Water Service is not available where WSW must bring the Customer Water Service across another parcel or lot unless an easement is acquired by the Customer in order to provide service.
- 5) In the case where there is more than one Water Main capable of providing service, WSW 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 ¾" and larger. WSW 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 WSW Manager's office.

B. Agreements

WSW 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 Customer Water Service construction.

In addition, WSW may negotiate written contractual arrangements for 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 needs require unusual investments by WSW in the service Facilities or where there is not adequate assurance of the permanent use of service.

WSW may charge an After Hours Service charge when a Customer requests the service to be made outside of normal business hours as specified in Rule 14.

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

C. Material Availability

Subject to the restrictions contained in Rule 3.2.A, WSW will construct water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. WSW 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**  
**Water Rules and Regulations 4**

**1) General**

Potable water is supplied to a Customer for the exclusive use on the Customer's Premises to which it is delivered by WSW. Service may not be shared with another, sold to another, or transmitted off the Premises without written permission from WSW, except as provided in Rule 6.

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

No person except authorized WSW personnel, Fire Department personnel and such other people as determined by WSW shall operate and/or take water from a 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 WSW Facilities with WSW approvals 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 WSW Facilities, WSW shall have the authority to reasonably remove the obstruction(s) hindering WSW's access to WSW Facilities and will have no obligation to restore the Customer's Premises.

WSW's authorized personnel or agents of WSW 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, repair and maintain other WSW equipment or Facilities, and 3) inspect Fire Service installations, Customer Piping, backflow devices and to determine the connected water Demand. If meters, metering equipment or other WSW 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, WSW 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 a Customer, the water service may be disconnected until such a time as arrangements have been made to permit access for WSW inspection and approval and the Customer has paid the appropriate Reconnection Fee as stated in Rule 14.

### **3) Customer Piping and Equipment**

WSW may deny or terminate service to any Customer whose water piping or equipment constitutes a hazard to WSW's employees, equipment or its service to others. WSW is not responsible for inspecting the Customer's piping or equipment and shall not be 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 WSW'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 WSW.

### **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 WSW 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 WSW requested time frame, WSW will discontinue service until the Customer has remedied the situation and has paid any fees for the Investigations and Reconnections under Rule 14.

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 WSW.

### **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 WSW either by meter readings or on a basis of estimated consumption for the time water was used.

If a Customer is using water without proper application for service or water service connection, WSW may discontinue service without notice. In case of such discontinuance of service, WSW shall restore service only after the Customer has applied to WSW for water service, paid the Meter Tampering fee and a Reconnection Fee as stated in Rule 14, and has made appropriate restitution for stolen service and if applicable, damaged equipment.

WSW 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 WSW discontinues service for this reason, WSW shall restore service only after the Customer has paid the Reconnection Fee as stated in Rule 14, made the appropriate restitution for the stolen services and made provisions for metering and/or piping changes as may be required by WSW.

## **6) Discontinuation of Service**

Service may be voluntarily or involuntarily disconnected.

### **A. Voluntarily**

1. Service may be voluntarily disconnected at the Customer's request. The Customer is responsible for ensuring they or a representative is present to verify service is completely disconnected. The Customer must notify WSW as soon as possible that service was not completely disconnected. WSW is unable to confirm service has been completely disconnected without a representative present at the time of disconnection. Consequently, WSW is not responsible for any property damage that results from service disconnection.
2. Requests for temporary discontinuation of service for purposes such as winterization or seasonal occupancy may be subject to a Reconnection Fee as stated in Rule 14 to cover costs of reconnection.
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 to complete the termination.

### **B. Involuntarily**

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;
  - c) Issuance of a Court Order; or
  - d) Where a leak appears in a Customer's Water Service piping allowing water to escape that does not register on the WSW meter.

To the extent the Customer is aware of service being disconnected, they are encouraged to be present or have a representative present at the time service is disconnected. Regardless of whether or not a Customer representative is present, Customer must notify

WSW as soon as possible if service was not completely disconnected. Further, WSW is not responsible for any property damage that results from service disconnection.

**7) Service Restoration**

Prior to WSW restoring or turning on water service at the Customer's request:

- A. Any balances to service address must be paid in full;
- B. The Customer shall ensure the integrity of the plumbing system beyond WSW-owned water meter and inside shut off valve;
- C. The Customer shall ensure adequate heat is provided to minimize any potential damage to the plumbing system; and
- D. The Customer has a representative present at the time of restoration or turn on.

**METERING**  
**Water Rules and Regulations 5**

**1) General**

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

**2) Sizing/Installation/Ownership**

WSW shall furnish, install, own and maintain all metering equipment and reserves the right to size such metering equipment. Irrigation/sprinkler meters shall be purchased and owned by the Customer but shall be installed and maintained by WSW at the Customer's cost.

The Customer shall be responsible for the cost of parts and labor for the purpose of installing, removing, or modifying meter settings, when requested by the Customer.

All meter settings shall be installed, removed, or modified by WSW personnel or an authorized agent of WSW. The installation, removal, or modification of meter settings by anyone other than WSW personnel or WSW authorized agent constitutes meter tampering, and is subject to meter tampering penalties (see Rule 14).

**3) Equipment Location**

A. The Customer shall provide, at no expense to WSW, a space/enclosure suitable to WSW 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 WSW requirements. WSW shall not be liable for any damage to Customer's Premises when reasonable care by WSW personnel is taken to mount such equipment.

B. Wherever possible, metering equipment should be located inside the building served and as near as practical 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. Clear access with reasonable space shall be provided for installation, maintenance and/or removal of the metering equipment.

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 of the meter manhole or pit structure and the piping from the outlet of the Meter Set shall be the responsibility of the Customer. 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 occupant's/tenant's water separately, a Meter Set may be permitted when the following conditions are met.

- A. An adequately sized space is made available by the owner for housing the water meters; and
- B. Access to the meters shall be provided to WSW personnel at all reasonable hours for the purpose of reading, maintenance and/or removal; and
- C. The building owner installs a valve on the outlet side of all meters; and
- D. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit; and
- E. Each meter must be serviced by its own Customer Water Service with individual curb stop shut offs within ROW.

#### **5) Meter Calibration Test Request**

Upon Customer request and subject to applicable fees in Rule 14, WSW may check meter calibration to ensure it is within permitted accuracy limits of plus or minus 1.5%. Inaccurate meters will be replaced and the Customer may be subject to Water Meter Replacement fees as applicable in Rule 14.

#### **6) Damaged, Stolen or Frozen Meter**

- A. The Customer shall be liable for damage to the meter from acts of carelessness, negligence, willful damage, freezing, theft, tampering and/or vandalism. WSW will replace any meter so damaged or missing and the cost shall be billed to the Customer as provided in Rule 14.
- B. WSW may, after a repeat occurrence of a frozen meter, charge the customer for the replacement of a frozen meter as provided in Rule 14. After multiple occurrences, WSW may choose to withhold meter replacement until an approved meter setting location can be made to protect meter from freezing.
- C. A customer requesting service in a location where WSW 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 shall be applied in accordance with Rule 14.

**APPLICATION OF RATES**  
**Water Rules and Regulations 6**

**1) General**

Water Rates are based on WSW supplying only one Customer Water Service to a building, structure or unit. WSW shall separately meter and separately bill service at different points or at different buildings, structures or units unless specifically approved by WSW.

**2) Resale**

The owner or operator of an office building, shopping mall or any other Master Metered complex may purchase water from WSW for resale to occupants on the condition that service to each occupant shall be metered separately and that the occupants shall not be charged more for such service than the appropriate Rate Schedule of WSW 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.

WSW 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. The owner must install all metering equipment or Facilities in accordance with WSW System Specifications Requirements.

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

The owner or operator providing the resale shall be responsible for testing each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained according to the 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 WSW.

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

The reselling owner or operator shall render a bill once each month to each of the occupants' or tenants in accordance with the appropriate WSW 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 meter reads in 1000 gallon increments; the amount due for services and/or commodity use, as applicable to the Rate; the amount due for other authorized charges; and the total amount due. The due date shall be a minimum of 17 days from the date of rendition. The reselling owner or operator shall be responsible for all collections and payment disputes for resale occupants. Payments made after the due date shall not include a penalty exceeding 4% or WSW current late fee penalty.

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, WSW will notify appropriate authorities and after reviewing with the reselling owner or operator, the problem(s) is not resolved, WSW 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) 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 Irrigation Meter Service Rate.

### **4) 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, WSW shall deactivate the service by any appropriate means, including without limitation, removing the meter and/or by disconnecting the Customer Water Service from WSW's Water Distribution System.

**RESPONSIBILITY FOR PAYMENT OF BILLS**  
**Water Rules and Regulations 7**

**1) General**

Each WSW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for the payment of the bills until the Customer orders service to be discontinued and WSW has had reasonable time to secure a final meter reading. Bills are rendered on a monthly basis. Bills are mailed approximately seventeen (17) 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. Payments made after the due date on the bill will be subject to a penalty as according to Rule 14. Failure on the part of the Customer, through no fault of WSW, to receive the bill shall not entitle the Customer to pay the net amount after the due date of the bill. Any and all accounts deemed Delinquent per WSW standard policy shall be subject to a Delinquency Fee as according to Rule 14 and service may be discontinued. Services discontinued due to delinquency shall be restored after delinquent amounts are paid in full unless prior arrangements have been made.

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

A new customer account may not be established for a Service Location if a delinquent account remains at the same Service Location as the new customer, unless the balance due and owing for the delinquent customer account holder is paid in full.

WSW will make billing history available to Customers at no charge, provided the information is currently stored on an active database.

WSW will charge a “Non-Sufficient Funds Fee” in accordance with Rule 14 for returned checks. All returned checks must be paid by cash, money order or credit/debit card. Personal checks will not be accepted as payment for a returned check. At its discretion, WSW may restrict personal check payments upon multiple returned checks for the same account holder. Water service may be discontinued without notification when a check is returned for a delinquent payment.

**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, operating characteristics of the building and equipment, or WSW experience in like circumstances.

### **3) Billing Errors**

A. When an error is found to exist in the billing rendered to a Customer, WSW 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 one (1) year from the date it was discovered. Refunds to Customers will normally be made promptly upon discovery of the error. Amounts due WSW 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, WSW 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 one (1) year from the date of discovery of the error. Amounts due WSW from the Customer will be subject to normal collection policy and procedures.

### **4) Account Security Deposits**

WSW shall require an account security/meter deposit from any new or existing Rental Property Customer. A Rental Property shall be defined as stated in Definitions of Terms and Their Abbreviations, Water Rules and Regulations 1. The rental deposit is \$75.00 or as otherwise provided in Rule 14.

In the case of certain Rental Properties, the property owner may demand larger than WSW's standard required deposit with signed, by property owner and tenant, "Letter of Responsibility" form. Some restrictions may apply to availability of "Letter of Responsibility" deposit as per WSW standard procedures and may not be available to all Rental Properties. "Letter of Responsibility" deposit shall be \$200.00 or otherwise provided in Rule 14.

New Customers may not be required to submit deposit provided proof of ownership to the dwelling/property is established.

WSW will refund deposits to all Customers who have terminated service and paid all charges due.

### **5) Rental Properties**

Pursuant to Michigan Public Act 178 of 1939 (MCL 123.161, et seq.), the property owner/lessor of a Rental Property shall be responsible for all delinquent fees/charges, and WSW shall have a lien against the Premises/property with respect to such fees/charges, unless and until:

1. An affidavit, in a form deemed appropriate by WSW, has been filed with WSW with respect to the execution of a lease containing the provision referenced in subsection (2) below;
2. The lease for the Rental Property contains a provision that the property owner/lessor shall not be liable for payment of water bills accruing subsequent to the filing with WSW of the affidavit referenced in subsection (1) above; and
3. The property owner/lessor provides WSW with at least 20 days' notice of any cancellation, change in, or termination of the lease.

## **6) Bankruptcy**

If a Customer should file for bankruptcy, any delinquent fees/charges may be discharged by the bankruptcy court. However, any security deposit that may exist on the account shall be applied to the account. Any and all fees/charges accrued after the date of bankruptcy filing shall not be forgiven by the bankruptcy court and shall be the responsibility of the Customer and subject to normal delinquency fees and/or discontinuance of service.

Any Customer that files for bankruptcy shall be required to pay an "Adequate Assurance of Payment" deposit as according to Rule 14. A Customer that does not pay the "Adequate Assurance of Payment" deposit within 20 days of filing may be refused water service.

**WATER CUSTOMER CHOICE PROGRAM**  
**Water Rules and Regulations 8**

**1) General**

WSW will accept and permit Customer installation of Customer Water Service(s), and Water Mains, except Meter Set and metering equipment, provided the following conditions are met.

- A. WSW has approved the Customer's contractor prior to construction.
- B. The Customer has signed, and complied with, a Customer Choice Water Service agreement.
- C. The Customer has provided, and WSW has approved drawings, material lists and a flushing and disinfection plan as in accordance with WSW System Specifications Plan.
- D. The Customer has paid any and all past and current applicable fees and charges.
- E. The installation of the Customer Water Service(s) and/or Water Mains has been inspected and approved by WSW or authorized WSW agent.
- F. Customer has dedicated Customer Water Service(s) and/or Water Mains to WSW.

Inquiries regarding the Water Customer Choice Program should be directed to the WSW Manager's office.

**2) Contractor Qualification and Approval**

Contractors desiring to become qualified and approved to install Water Mains and Customer Water Services should contact the WSW Manager's office. The contractor may be required to submit reference for prior work, proper insurance documentation and/or bonding information.

**3) Residential Services**

Customers installing residential water services shall be required to pay an "Inspection" charge as stated in Rule 14 for each inspection.

**4) Deposit and Non-Refundable Contributions for Water Mains and Large Services**

A Deposit and non-refundable contribution shall be required for any Customer desiring to install Water Mains or commercial Customer Water Services. The amount of such deposit and non-refundable contribution shall be as stated in Rule 14, Water Main Installation Charge, Water Main Front Footage Recovery Fee, Water Services Schedule and if applicable Service Installation Inspection Fee, Contractor Approval Fee and/or Site Plan Review, Inspection and Engineering Fee.

Upon project completion, the deposit shall be adjusted to reflect the actual WSW 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 of the estimated cost.

**5) Permit**

WSW will obtain the State of Michigan Permit for Water System Construction unless otherwise arranged. Any permit fees incurred by WSW shall be reimbursed by the Customer. The Customer shall be responsible for all other permits.

**DISTRIBUTION SYSTEM EXTENSIONS**  
**Water Rules and Regulations 9**

**1) General**

A. Request for Distribution System Extension

Rule 9 sets forth the conditions under which WSW will extend its Water Distribution System.

B. Ownership

WSW shall provide, own, maintain and specify all of its Facilities including location, except as otherwise expressly provided by agreement between WSW and the governmental entity or Rule 8 “Water Customer Choice Program”. No ownership rights to WSW 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

WSW 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 apply, including but not limited to entering into an agreement with a developer(s), 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 WSW 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(s) shall be required to make a contribution in aid of construction to WSW to cover the cost of the Water Distribution System extension prior to construction, except as provided otherwise by agreement between WSW and the government entity or in Rule 8 “Water Customer Choice Program”.

The contribution in aid of construction to WSW for Water Distribution System extensions shall, at WSW’s option, be of the following:

1. At cost- The Customer will provide a deposit based on WSW’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 WSW'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, WSW will refund the difference upon project completion.
3. Firm Price- The Customer will provide a one-time payment based on WSW'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 WSW or its agent except as provided in Rule 8 "Water Customer Choice Program".

Water Distribution System extensions shall be installed in public ROW except in certain cases where, at WSW's discretion, they may be installed in dedicated recordable easements on private property that meet WSW's requirements and provided at no cost to WSW.

Water Distribution System extensions shall traverse the total frontage of all property served and all streets within a new subdivision. WSW, in its sole discretion, may exempt side-lot streets where 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 certain cases as determined by WSW.

The Customer shall provide WSW an approved site plan for WSW review and approve. A review fee may be applied according to Rule 14 at WSW discretion.

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 WSW 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 WSW or has fulfilled the commitments as otherwise provided by agreement between WSW 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 occur at WSW discretion.

#### F. Adequate Pressure and Flow Capacity

WSW 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 WSW. Variances from WSW flow and pressure capacity requirements may be granted in writing by WSW 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 WSW 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 WSW for installation of the Water Distribution System extension. Inquiries regarding staking requirements should be directed the WSW Manager’s office.

#### I. Fire Hydrants

Water Distributions System extensions shall include fire hydrant coverage as determined by WSW or governmental entity. Fire Hydrants designated as Private Hydrants shall be billed according to Rule 14 and payments are the responsibility of the property owner.

#### J. Over-sizing of Distribution System Extension

To meet the needs of existing and future Customers within the WSW service area(s), WSW may choose to install a larger size Water Main than that needed for the Water Distribution System extension. In such cases, the cost of over-sizing shall be borne by WSW or as provided for in the agreements between WSW and the owner(s), developer(s), Customer(s) or governmental entity(s).

Where WSW has determined that over-sizing of a Water Main is needed for its own purposes, WSW shall be responsible for the cost of such over-sizing.

#### K. Economic Development Considerations

Where WSW determines that the Water Distribution System extension will promote development that provides substantial and sustainable economic benefits to its Customers, WSW may consider an offset to its fees and charges and/or an economic incentive subject to its availability.

#### L. Easements and Tree Removal Permits

Where WSW 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 WSW, recordable easements in a form satisfactory to WSW. The easements shall grant right-of-ways suitable for the ingress, egress, and the construction/installation and maintenance of the Water Distribution System extension including any Water Distribution System equipment as designed by WSW for present and future service. The owner, developer, or Customer shall also, in a form satisfactory to WSW, grant WSW 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, WSW may elect to construct all or any part thereof along public highways or other private property. In such event, WSW 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 WSW utilize equipment which differs from its normal specifications, purchased or installed, WSW may elect to provide such non-standard equipment with the Customer paying any additional cost.

#### N. Non-Standard Construction

Where, in WSW'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 WSW's approved construction standards or established distribution system design, WSW shall require the Customer to pay for the additional cost resulting there from.

#### 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 or are unavoidable for installation, WSW does not assume responsibility for damage to these Facilities.

P. Construction Date of Distribution System Extension

WSW 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 mutually agreed upon date or as required by agreement between WSW and the owner(s), developer(s), Customer(s) or 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 WSW Standards, WSW will relocate or remove its water Facilities provided:

1. The relocation or removal is feasible and meets WSW Standards and Specifications.
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 shall reimburse WSW for all relocation and removal costs including labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any ROW costs as per this Rule 9, plus the cost of any necessary modifications to WSW's Water Distribution System affected by the relocation or removal.

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 WSW, the Customer or developer shall reimburse WSW for costs to relocate Water Mains or related Facilities to the correct location or at the proper elevation.

**SERVICES**  
**Water Rules and Regulations 10**

**1) General**

The Customer Water Service shall be furnished, installed, owned and maintained by WSW except as otherwise provided in Rule 8 “Water Customer Choice Program”. In the course of maintaining or repairing a Customer Water Service, WSW 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 WSW and shall be located so that WSW’s service Facilities meet or exceed all clearance requirements and applicable local, state and federal codes.

Should it become necessary for any cause beyond WSW’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 WSW 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 9.1.D.

**2) Application for Service**

**A. Request for Existing Services**

Request for existing services are taken by the WSW offices located at 3209 W. Michigan Ave. Lansing MI 48917 or by calling 517-485-5470 during normal business hours.

**B. Request for New Services**

Request for new services are taken by the WSW offices located at 3209 W. Michigan Ave. Lansing MI 48917 or by calling 517-485-5470 during normal business hours.

**C. Residential Service Applications**

WSW is required to exercise due diligence in an effort to prevent identity theft. To establish service/account, customers are required to comply with WSW’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
2. Address (a copy of the mortgage or lease agreement may be required to verify residency)
3. Telephone Number
4. Email Address (optional, required for paperless billing)
5. State or Governmental issued Identification (i.e. Drivers License, Military ID, Tax ID or Passport)

#### D. Commercial Service Applications

To establish a commercial service/account, WSW is required to acquire the some or all of following business information:

1. Current business license and certificate of occupancy issued by the Charter Township of Lansing.
2. Legal Business Name and Tax ID Number
3. Type of Business
4. Telephone Number
5. Email Address (optional, required for paperless billing)
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 and bulk tanker fill etc. The charge for such temporary water services shall be specified in Rule 14.

### 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 WSW office of manager 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. Water service is not available where WSW must bring the Customer Water Service across another parcel or lot unless an easement is acquired by the Customer in order to provide service.

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 WSW that all underground water pipes to the curb stop or manhole or pit be installed and maintained by WSW. Responsibility from curb stop to inside Meter-Set will be the responsibility of the customer at customer cost with WSW approval. No person other than an authorized employee or agent of WSW shall open or close the outside valve (curb box) on the Customer Water Service. No person except an authorized WSW employee, agent of WSW or as allowed by Rule 8 “Water Customer Choice Program” shall tap, revamp or connect to a Water Main or any of the pipes comprising of the Customer Water Service.

#### B. Customer Connections to WSW Facilities

It shall be the Customer’s responsibility to connect the plumbing to the Customer Water Service or Meter-Set installed by WSW. 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 the customer service from the outside shut off (curb stop) to the Meter-Set, except where WSW 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 14 in a manner as determined by WSW.

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 14.

All new Customer Water Service connections made to Water Mains shall be subject to a System Connection Fee in accordance with Rule 14 of WSW Rules and Regulations for Water Service and any applicable charges contained in agreements between WSW and the owner(s), developer(s), Customer(s) or governmental entity.

Where, in WSW’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 WSW approved construction standards or established distribution system design, WSW shall require the Customer to pay for the additional cost resulting there from.

Where it is necessary for installation of a Customer Water Service to be scheduled during the “Winter Construction Period” as defined in Rule 14, the Customer shall 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**

WSW 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 suppression/sprinkler systems

WSW owns and maintains all hydrants and all Fire Services up to the point of entry to the Customer’s building.

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 WSW as tested and available.

A detector check by-pass meter shall may be installed, owned and maintained by WSW to monitor water consumption through the Fire Service. Water used for fire-fighting is paid through the annual Fire Suppression/Sprinkler service charge and is not metered. The Customer shall contact WSW for fire system testing. In addition to the annual Fire Suppression/Sprinkler 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.

WSW reserves the right to inspect Fire Service installations.

Fire Services are also subject to Rule 10.4.A.

### **B. Charges**

WSW shall assess a “Fire Hydrant” charge as stated in Rule 14 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 WSW, the Customer shall pay the amount specified in Rule 14 prior to installation.

Such separate meter shall be furnished and installed by WSW at an acceptable location. In no case shall this meter be larger than the service line. All service separations shall be the sole responsibility of the Customer and inspected by authorized WSW personnel.

The Customer shall install a valve at the outlet side 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 as according to Rule 13.

## **7) Water Facility Relocations and Removals**

WSW will relocate or remove its water Facilities in accordance with Rule 9.2.

## **BOOSTER PUMPS**

### **Water Rules and Regulations 11**

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 suppression/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 a backflow into WSW'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 onto WSW's Water Distribution System.

All booster pump installations shall be inspected by WSW personnel or its authorized agent and will be charged an Inspection Fee or a Site Plan Review, Inspection and Engineering Fee as applicable in Rule 14.

**WATER STORAGE FACILITIES**  
**Water Rules and Regulations 12**

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 WSW's Water Distribution System, the storage vessel must be approved by WSW and any other agency or regulatory body with jurisdiction over the facility. Applicants shall submit plans and specifications to the WSW Manager's office for approval prior to installation. The customer may be subject to Plan Review fees or Project Inspection fees as according to Rule 14.

The Customer must use a metered Customer Water Service for water 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 13.

## **CROSS CONNECTION**

### **Water Rules and Regulations 13**

#### **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 WSW Cross Connection Control Program which is available by contacting WSW's offices at 3209 W. Michigan Ave. Lansing, MI 48917 or internet Web site at [www.westsidewater.com](http://www.westsidewater.com)

Reference Charter Township of Lansing Code of Ordinances Title III Chapter 35

#### **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 WSW 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 WSW 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 WSW, 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. WSW 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 WSW compliance. Test results shall be sent to the WSW Cross Connection Administrator.

The Customer shall permit access for inspection by WSW 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) 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 WSW.

**SCHEDULE OF FEES & CHARGES**  
**Water Rules and Regulations 14**

| <b>WATER FEES AND CHARGES</b>             |   |   |
|---|---|---|
| <b>Charge Description</b>                 | <b>When Applied</b>   | <b>Charge</b>   |
| Water Main Installation                   | Based on design including fire protection coverage  | Firm price quote, not to exceed quote or at cost  |
| Water Main Front Footage Recovery         | On 4"<br>On 6"<br>On 8"<br>On 10"<br>On 12"<br>On 16" or larger                           | \$30 /ft<br>\$40 /ft<br>\$50 /ft<br>\$60 /ft<br>\$70 /ft<br>\$80 /ft                            |
| Fire Hydrant Installation                 | When requested by Customer  | Firm price Quote  |
| Private Fire Hydrant Fire Suppression Fee | Annual basis  | \$354.00  |
| Meter Set (Indoor)                        | Replaced or New Construction  | \$350.00  |
| Meter Set (Irrigation)                    | When requested by Customer(Standard ¾" meter)   | \$350.00  |
| ¾" Meter Set w/Pit                        | When indoor set unavailable   | Firm price quote  |
| 1" or Larger Meter Set                    | When requested by Customer or Usage Warrants  | Firm price quote  |
| Service Abandon                           | When requested by customer  | At cost   |
| Damage/Frozen Meter                       | Upon occurrence during normal business hours(Standard ¾")<br>Larger meter at Quote price  | \$300.00  |
| Damage/Frozen Meter                       | Upon occurrence after normal business hours(Standard ¾")<br>Larger meter at Quote price   | \$300.00 plus After hours service charge  |
| After Hours Service Charge                | When requested by Customer<br><br>1 <sup>st</sup> 2 hrs included with initial call-in fee | \$100.00 Mon-Sat<br>\$50.00 each add. Hour<br>\$150.00 Sun & Holidays<br>\$75.00 each add. Hour |
| Appointment No Call-No Show               | When Appointment set by customer  | 1 <sup>st</sup> occurrence \$25.00<br>2 <sup>nd</sup> and successive occurrences \$50.00 each   |
| Service Thawing Charges                   | Upon Occurrence on customer side of Curb Stop   | At cost   |
| Hydrant Flow Testing                      | When requested by Customer  | \$300.00  |

|  |   |   |
|--|---|---|
| Bulk Water Permit Fee<br>Hydrant at<br>3209 W. Michigan<br>Ave Only<br>Temporary Service | Approved contractor only<br><br>Consumption Charge  | \$150.00<br><br>Current per/1000 gal<br>charge  |
| Service Installation<br>Inspection Fee<br>(Customer Choice<br>Program)                   | Each inspection   | \$90.00   |
| Contractor Approval<br>Fee<br>(Customer Choice<br>Program)                               | One-time fee for Customer Choice<br>Program Contractor Approval   | \$200.00  |
| Site Plan Review,<br>Inspection and<br>Engineering                                       | Water Main installation   | At cost to include WSW<br>administration, plan<br>review and inspection<br>fees plus third party<br>engineering fees if<br>applicable                 |
| Water Theft, Meter<br>Tampering and Non-<br>Compliance                                   | Upon verification of allegations<br>(by individual complaint or WSW<br>personnel observations)            | 1 <sup>st</sup> occurrence \$500.00<br>2 <sup>nd</sup> occurrence \$1500.00<br>3 <sup>rd</sup> occurrence \$3000.00<br>Plus service<br>Discontinuance |
| Security/Meter<br>Deposit  | Required for all Rental Property<br>tenants<br><br>Tenants w/Owner "Letter of<br>Responsibility" on file  | \$75.00<br><br>\$200.00   |
| Service Turn-on/Turn<br>off for inspection   | When requested by Customer or<br>Real estate Agent  | \$50.00   |
| Delinquency Fee  | Upon service shut-off notification  | \$30.00   |
| Late Payment   | Payments made after due date  | 4% of current billing   |
| Reconnection Fee   | Water turn-on from non-compliance<br>turn-off   | \$30.00   |
| Non-Sufficient Funds   | Upon notification of returned check<br>or electronic payment  | \$30.00   |
| Adequate Assurance<br>of Payment   | Required for all Bankruptcy filing  | Twice the average<br>monthly bill or \$200.00<br>whichever is greater   |
| Meter Calibration<br>Testing   | Customer request meter calibration<br>check is within 1.5% of accuracy<br>Smaller than 2"<br>2" or larger | \$75.00<br>\$175.00   |
| Charges other than<br>those published  | Misc parts, materials, labor etc.   | At cost   |

| Winter Construction Charge | Charges apply Oct 1 <sup>st</sup> to Apr 1 <sup>st</sup> | At cost   |
|----------------------------|--|---|
|                            |  |   |
|                            | <b>Water Main Tap Fees Schedule</b>                      |   |
| Water Services             | ¾" Main Tap  | \$1325.00   |
|                            | 1" Main Tap  | \$1325.00   |
|                            | 1 ½" Main Tap  | \$2,30.00   |
|                            | 2" Main Tap  | \$4,710.00  |
|                            | 3" Main Tap  | \$7,360.00  |
|                            | 4" Main Tap  | \$9,910.00  |
|                            | 6" Main Tap  | \$12,430.00   |
|                            | 8" Main Tap  | \$16,540.00   |
|                            | 10" Main Tap   | \$19,387.00   |
|                            | 12" Main Tap   | \$23,380.00   |
|                            | 14" Main Tap   | \$26,950.00   |
|                            | 16" and Larger Main Tap                                  | \$31,487.00   |
|                            |  | <b>Service fees plus Labor,<br/>Materials and<br/>Restoration Costs</b> |

**For consumption rates, please see separate Rate Schedule**