



Rules and Regulations Governing Water Service for the WIH Water Supply System

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RULE 1 - DEFINITIONS

ADVANCED METERING INFRASTRUCTURE (AMI) - The systems that allow WIH to measure, collect, analyze water usage, and communicate with metering devices, either on request or on schedule.

WIH - When used in these Rules and Regulations, an abbreviation meaning Water Infrastructure Holdings, LLC.

BORING - The act or process of making or enlarging a hole for pipes.

CUSTOMER - A purchaser of water service supplied by WIH.

CUSTOMER INFORMATION – Customer-specific information received and stored by WIH for purposes of participating in utility services or programs, including, but not limited to bill payment assistance, shutoff protection; payment data, credit history, driver’s license or state ID numbers; social security number; and Customer’s consumption data.

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 installed between a Water Main and Customer Piping owned and maintained by WIH.

CROSS-CONNECTION - A physical interconnection, arrangement or condition of the Customer’s plumbing through which the potable water furnished by WIH’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.

FACILITIES - A general term which includes WIH equipment, pipes, fittings, valves, structures and the like, used as a part of or in connection with a water installation.

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 WIH.

PERSON - Any individual, corporation, partnership, company, limited liability corporation, organization or governmental entity.

PREMISES - A building and its grounds.

RATE - The unit prices as established by WIH and the quantities to which they apply as specified in the Rate Schedule.

RATE SCHEDULE - A filed statement of the water Rate for a particular classification of service and the terms and conditions governing its application as are established by WIH. Rate Schedules can be found on WIH’s website at wih-mi.com.

SERVICE LOCATION - The point at which WIH has agreed to deliver 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, and all equipment and appurtenances thereto, necessary to distribute water to Customers.

WATER MAIN - A pipe owned and maintained by WIH installed in public right-of-way or easement that conveys water to a Customer Water Service

RULE 2 - GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of WIH's Rate Schedules for water service are available on WIH website at wih-mi.com or upon request. Application for original, modified, or added service should be made at WIH _____.
- B. Any Person receiving or agreeing to receive water service from WIH is deemed a Customer of WIH 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.
- C. Water service will not be supplied to new or remodeled residences until such installations comply with these Rules and Regulations.
- D. No rights, title, or interest in Facilities provided by WIH will pass to any person as a result of any deposit or contribution made under these Rules and Regulations, unless otherwise specified herein or by contract. Deposits or contributions made by Customers toward Facilities will not be refundable unless expressly provided in these Rules and Regulations.
- E. WIH may disconnect water service to any Customer for any breach of WIH's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The Customer must pay a reconnection fee as stated in **Rule 14** to cover the costs of restoring water service that has been disconnected for any breach of WIH's Rules and Regulations, policies, procedures, and practices, or in accordance with law.
- F. This document is intended to cover most situations where standardized policies, procedures, and practices have been established. No officer, agent, or employee of WIH has authority to waive or modify the provisions of this document unless specifically authorized to do so by WIH. At any time, WIH may temporarily or permanently revise, modify, or suspend any portion of this document.

2.2 COLLECTION, USE, AND PRIVACY OF CUSTOMER INFORMATION

- A. WIH collects Customer Information for the primary purpose of providing utility services. Examples include:
 - 1. Contact information that allows WIH to communicate with Customers, including name, address, telephone number, and email address.
 - 2. Account information including billing and payment information, credit history, driver's license or state ID number, and social security number.
 - 3. Water usage data gathered by meters and stored by WIH.
- B. Customer Information will be collected, stored, transferred, processed, analyzed and used in accordance with WIH guidelines and in compliance with applicable law, including the following:
 - 1. Metering and billing data may be used to discuss consumption and billing activity with the Customer.
 - 2. Website cookie data for the purposes of analyzing how visitors use WIH website.
- C. WIH will not sell Customer Information to a third party. In some instances, WIH will disclose Customer Information in accordance with Customer authorization or when required by law, which includes law enforcement requests supported by warrants or court orders specifically naming the Customer whose information is sought and judicially enforceable subpoenas. The provision of such information will be reasonably limited to that authorized by law or reasonably necessary to fulfill a request compelled by law.
- D. WIH will only keep Customer Information for as long as necessary to fulfill the purpose for which it was originally collected and in accordance with its record retention schedule.

RULE 3 - CHARACTERISTICS OF SERVICE

3.1 CHARACTER OF SERVICE

- A. WIH distributes potable water approved by the State of Michigan from the Village of Metamora for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.
- B. WIH will not be liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond WIH's control. Such causes or conditions specifically include, but are not limited to, failure of the Village of Metamora to provide water to WIH for any reason, acts or failure to act by Customers or third parties, operation of safety devices, the failure, malfunction, breakage, repairs, or inspection of machinery, or lack thereof, Facilities or equipment when WIH has carried on a program of maintenance consistent with the general standards prevailing in the industry, acts of God, war, action of the elements, storm, flood, fire, riot, sabotage, labor dispute, labor disturbance, the exercise of authority by the government, the exercise of authority by the military, governmental regulation, and military regulation.
- C. Notwithstanding any other provision of these rules, WIH may interrupt, curtail, or suspend water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers and the reliability of the Water Distribution System. WIH is not liable for any such interruptions, curtailment, or suspension of water service.

3.2 AVAILABILITY OF SERVICE

- A. Water service may be made available to Premises' that have frontage on a public right-of-way or easement area in the WIH service area. WIH, at its discretion, may install Water Mains and Customer Water Services in easements.
- B. Water service is not considered available when the Customer Water Service must cross another parcel or lot not owned by the requesting Customer when WIH does not have an existing easement to provide service.
- C. In the case where there is more than one Water Main capable of providing service, WIH will determine which Water Main will be used for service and the location of the Customer Water Service connection.
- D. Water service is available in one inch (1") size connection, or as otherwise determined by WIH.

3.3 AGREEMENTS

- A. WIH will require the Customer to enter into a written agreement that details the terms, conditions and price to be paid by the Customer prior to water service construction.
- B. No promises, agreements, or representations of any agent or employee of WIH will be binding on WIH unless the same is within the authority of that individual and incorporated in the written agreement.

RULE 4 - USE OF SERVICE

4.1 GENERAL

- A. Potable water is supplied to a Customer exclusively for residential indoor use (e.g., drinking, cooking, bathing, cloths washing, etc.) on the Premises to which it is delivered by WIH. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of WIH. The Customer must use the service so as not to cause a safety hazard, endanger WIH Facilities, or disturb WIH service to other Customers.
- B. The location and use of water are only for the purposes authorized by WIH and is not to be extended to another building without authorization of WIH. Only personnel authorized by WIH may operate valves (including automated valves) or draw water from the system.
- C. Potable water may not be used for outdoor activities (e.g., lawn watering, irrigation of plants, washing automobiles/trucks, filling of swimming pools, ponds or other water features, etc.)

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to WIH, appropriate access and working space around water Facilities in accordance with all applicable WIH standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to WIH Facilities, WIH is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of WIH Facilities. In such instances, WIH will have no obligation to restore the Customer's Premises.
- B. WIH's authorized personnel or agents of WIH must have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including, but not limited to, the following:
 - 1. Install, inspect, read, repair, maintain, test, or remove its meters.
 - 2. Install, operate, inspect, and maintain WIH equipment or Facilities.
 - 3. Inspect Customer Piping, backflow devices, determine the connected water Demand, and perform tree and brush removal.
- C. If the meters, metering equipment, or other WIH property are damaged or destroyed through acts or failure to act by the Customer or someone other than WIH, the cost of necessary repairs or replacements is the responsibility of the Customer.
- D. If WIH is unable to read, operate, maintain or inspect a meter for reasons beyond its control, including, but not limited to, Customer interference, the Premises being locked, the meter being inaccessible or the presence of unsafe conditions, service may be disconnected or interrupted and the Customer will be responsible to pay the appropriate reconnection fee in accordance with **Rule 14**.
- E. If a Customer intentionally interferes with WIH's access to Facilities, including, but not limited to, physical or verbal threats, assault or intimidation, the Customer will be responsible to pay an interference fee, per incident, in accordance with **Rule 14**.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.
- G. The Customer is responsible for all losses, injuries, and damages associated with the Customer's failure to

provide safe access to the Premises, which includes but is not limited to accessibility, maintenance of equipment and continuation of service.

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The piping and fixtures on the property of the customer are assumed to be in satisfactory condition at the time service facilities are connected and water furnished and WIH, therefore, will not be liable in any case for any accidents, breaks or leakage that in any way are due to the connection with the supply of water or failure to supply the same, or for the freezing of piping and fixtures of the customer nor for any damage to the property which may result from the usage or non-usage of water supplied to the premises
- B. WIH will deny or terminate service to any Customer whose water piping or equipment constitutes a hazard to WIH's employees, its equipment, its service to others, or the public. WIH is not responsible for installing, inspecting, repairing, maintaining, testing, or removing the Customer's Piping or equipment and is not liable for any injury or damage resulting from the condition of such piping or equipment.
- C. However, in situations in which the Customer's piping or equipment is damaged and needs repair as a direct result of WIH's planned or emergency work, such piping or equipment will be repaired or restored by WIH. WIH will not repair or restore equipment that was damaged or defective prior to WIH's work.
- D. The Customer must install and maintain the necessary Facilities or devices, including the condition of the building and core holes, to protect Customer-owned equipment against service interruptions and other disturbances on WIH Water Distribution system.
- E. Alterations to the Customer Water Service or associated equipment require the approval of WIH.

4.4 WATER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Water Distribution System or another Customer's service. If WIH notifies the Customer of such a condition, the Customer must discontinue operation of equipment causing the condition until a correction has been made. If the Customer does not remedy the condition within the time requested by WIH, WIH will disconnect service until the Customer has remedied the situation and has paid the reconnection fee in accordance with **Rule 14** and any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses water without making proper application for water service is responsible for all charges for water service. The amount of such charges will be determined by WIH either by an actual meter read or by estimated consumption for the time water was used.
 - B. WIH may disconnect service without notice, if a Person or Customer uses water without proper application for service or water service connection. In the case of such disconnection of service, WIH will restore service only when the Person requesting restoration is or becomes a Customer, has paid the meter tampering fee and reconnection fee in accordance with **Rule 14**, and has made appropriate restitution for stolen service and damaged equipment.
 - C. WIH may disconnect service without notice if it determines the meter or piping on a Premises has been tampered with or altered in any manner. If WIH disconnects service for this reason, WIH will restore service only when the Person requesting reconnection is or becomes a Customer, paid the meter tampering fee and reconnection fee in accordance with **Rule 14**, made appropriate restitution for stolen service and damaged
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equipment, and made arrangements for metering and piping changes as may be required by WIH.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of water service disconnection.
- B. Customers are responsible for notifying WIH as soon as possible if the service disconnection was not effective and are also responsible for all water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with **Rule 14** to cover the costs of restoring service.
 - 2. Noncompliance
 - a. Service may be involuntarily disconnected for noncompliance with WIH Rules and Regulations.
 - b. Service may be involuntarily disconnected for noncompliance with Municipal, State, or Federal law.
 - c. Service may be involuntarily disconnected by issuance of a court order.
 - 3. Other
 - a. Service may be discontinued for willful waste of water through improper or faulty pipes, fixtures or otherwise.

4.7 SERVICE RESTORATION OR TURN-ON

- A. The following conditions must be met prior to WIH restoring or turning on water service at the Customer's request:
 - 1. The Customer must verify the integrity of the plumbing system beyond WIH-owned water meter and inside shut off valve.
 - 2. The Customer must verify adequate heat is provided to minimize any potential damage to the plumbing system.
 - 3. The Customer or their representative is present at the time of restoration or turn-on.
- B. WIH does not inspect beyond the shut off valve and meter. WIH is not responsible for any property damage that may result from restoration or turn-on. If a Customer is not able to have a representative present at the time of turn-on, they must provide WIH with a signed liability waiver which is acceptable to WIH.

RULE 5 - METERING

5.1 GENERAL

- A. All water sold to Customers is measured by commercially acceptable measuring devices owned and maintained by WIH.
- B. Inquiries regarding WIH installation requirements should be directed to WIH.

5.2 SIZING, INSTALLATION, AND OWNERSHIP

- A. WIH will furnish, install, own, and maintain all metering equipment and reserves the right to size such metering equipment.
- B. The Customer is responsible for the cost of parts and labor for installing, removing, or modifying meter settings, when requested by the Customer.
- C. All meter settings must be installed, removed, or modified by WIH personnel or WIH's agent. The installation, removal, or modification of meter settings by anyone other than WIH personnel or WIH's designated agent constitutes meter tampering and is subject to the meter tampering fee in accordance with **Rule 14**.

5.3 EQUIPMENT LOCATION

- A. The Customer must provide, at no expense to WIH, a space or enclosure suitable to WIH for the installation of the necessary metering equipment. The Customer must also furnish the space and the provisions for mounting metering and service equipment to meet WIH requirements. Inquiries regarding WIH requirements for equipment and its installation should be directed to WIH.
- B. Wherever possible, metering equipment should be located inside the building being served and as near as practicable to the point where the Customer Water Service enters the building.
- C. The Customer must not place metering equipment in a pit below floor level, in a restroom or on a platform higher than thirty (30) inches above the floor unless WIH approved steps and platform are installed.
- D. 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') must be provided. A floor drain of adequate capacity must be provided adjacent to the meter except where WIH has deemed it to be impractical to provide such drain.
- E. Where an approved location is not available inside the building, the meter must 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 is the responsibility of the Customer, except where WIH has retained ownership. The Customer must always provide clear access to the meter manhole or pit structure for the purpose of meter and meter set access and maintenance.

5.4 METER READINGS AND REGISTRATION

- A. Readings of meters shall be taken monthly, or bi-monthly, at the option of WIH, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be conclusive on both the customer and WIH, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined as noted below in **Rule 7.2**.

5.5 METER CALIBRATION REQUEST

- A. Upon Customer request, WIH will inspect and test a meter to ensure it is calibrated within the permitted accuracy limits of plus or minus 1.5%.
- B. Prior to WIH inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with **Rule 14**.
- C. For a meter with test results outside the permitted accuracy limits of plus or minus 1.5%, WIH may repair or replace the meter and the meter calibration charge will be refunded to the Customer.
- D. For a meter with test results within the permitted accuracy limits of plus or minus 1.5%, WIH may reinstall or replace the meter.

5.6 DAMAGED METERING EQUIPMENT

- A. The Customer will be held liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. WIH will repair or replace damaged metering and monitoring equipment, and communication and control wiring, and the cost will be reimbursed by the Customer.
- B. WIH may, after an occurrence of a frozen meter, charge the Customer a damaged meter charge for the replacement of a frozen meter in accordance with **Rule 14**.
- C. When a Customer requests service in a location where WIH has an existing service connection, and the meter or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with **Rule 14**.
- D. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, including, but not limited to, stolen copper and stolen meters, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of WIH. WIH has sole discretion as to the extent of repair required.

RULE 6 - APPLICATION OF RATES

6.1 GENERAL

- A. Water Rates are based on WIH providing only one Customer Water Service to a building or structure.

6.2 MINIMUM CHARGES

- A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. Where the Customer requests that a service be disconnected, WIH will deactivate the service by any appropriate means, including, but not limited to, removing the meter and disconnecting the service from WIH's Water Distribution System.

6.3 RENTAL PROPERTY

- A. WIH is not responsible for the consequences of service interruptions that result from renters or tenants vacating the Premises.
- B. WIH will waive application charges to maintain continuity of service at rental property locations provided:
 - 1. The property owner or landlord agrees in writing to assume responsibility for water service during the interim between tenants.
 - 2. The property owner or landlord is in compliance with all other WIH Rules and Regulations.

RULE 7 - BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. Each WIH Customer is responsible for paying all water bills as rendered on or before the due date shown on the bill. The Customer remains responsible for payment of the bills until the Customer orders service to be disconnected and WIH has had reasonable time to secure a final meter reading. Bills are rendered on approximately a monthly basis. The Customer must 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 WIH, to receive the bill does 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, WIH has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of an investigation. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A new Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the new Customer unless the new Customer agrees to pay a deposit in accordance with **Rule 14**.
- E. WIH will require individual Customers to enter into a written “**Water Line Connection Agreement**,” insuring the Customer is responsible for all services used.
- F. WIH will make billing history available to Customers at no charge.
- G. WIH will charge a non-sufficient funds fee in accordance with **Rule 14** for returned check.
- H. WIH will file liens on properties for uncollected water bills. All fees incurred in the filing of these liens, will also be included in the total lien on the property. Before service can be restored, the total lien must be satisfied.

7.2 ESTIMATED CONSUMPTION

- A. 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.
- B. If for any reason all consumption used cannot be measured accurately, the unmetered portion will be estimated by WIH based on prior consumption, operating characteristics of the building and equipment or WIH’s experience in like circumstances.

7.3 BILLING ERRORS

- A. When an error is found to exist in any billing rendered by WIH, WIH will correct such error to recover or refund the difference between the original billing and the corrected billing for up to 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 to WIH from the Customer will be subject to normal collection policies, procedures, and practices.

7.4 ACCOUNT SECURITY DEPOSITS

- A. WIH will require an account security deposit from any new or existing Customer with an unacceptable credit history. The account security deposit is normally two (2) times the average monthly bill (actual or estimated) as determined by WIH. Account security deposits will be administered in accordance with Customer Service established standards and guidelines.
- B. WIH may waive account security deposits in special circumstances such as the Customer is receiving assistance from a social service agency, or like entity, to bring their bill current where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4. WIH may also demand deposits larger than two (2) times the average monthly bill if WIH determines that a Customer presents a high credit risk.
- C. Unacceptable credit history includes, but is not limited to, the following:
 - 1. The Customer intentionally misinformed or misrepresented facts to WIH.
 - 2. The Customer misrepresents his or her identity.
 - 3. The Customer diverted, tampered with, or otherwise interfered with utility service in the past 6 years.
 - 4. The Customer fails to provide positive identification at the time of applying for service.
 - 5. The Customer has had more than one payment canceled in the last 12 months due to any of the following:
 - a. Non-sufficient funds returned check
 - b. Account closed returned check
 - c. Non-sufficient funds bank bill
 - d. Account closed bank bill
 - e. Credit card reversal
 - f. Failed electronic funds transfers
 - g. Other payment method cancellation
 - 6. The Customer has an account within the last 6 years that is delinquent.
 - 7. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.
- D. Deposits may be waived for new residential Customers in any of the following situations:
 - 1. The Customer has previously established an acceptable payment history with WIH on a similar account.
 - 2. The Customer has no service history with WIH, has been verified to be a low credit risk using accepted credit reporting standards through a credit reporting agency or similar entity.
 - 3. The Customer's bill is paid by a governmental agency.
 - 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 - 5. The Customer provides an acceptable surety bond.

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- 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.
 - E. WIH will refund account security deposits to Customers who have taken service for 12 months and have an acceptable payment history. WIH will also refund deposits to Customers who have voluntarily terminated service and paid all charges due.
 - F. The deposit will not bear interest.

RULE 8 - DISPUTES

8.1 DISPUTES

- A. WIH will provide a fair and equitable dispute process for its Customers as follows:
1. When any Customer disputes a bill or service and WIH is so advised in writing, the date of the notice of dispute will be recorded.
 2. Service to a Customer will not be disconnected for nonpayment of a disputed bill while the dispute is under investigation. Service may be disconnected for nonpayment of bills that are not disputed.
 3. The disputed bill or service will be investigated promptly and completely by WIH.
 4. The Customer will be advised of the results of the investigation.
 5. An attempt will be made to resolve the dispute in a manner mutually satisfactory to both parties.
 6. WIH 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.
 7. If a reasonable settlement agreement cannot be reached, the findings of WIH's investigation will be final.
 8. The Customer will be responsible for payment of all other bills or portions of bills as rendered which are not in dispute.

RULE 9 - WATER CUSTOMER INSTALLATION

9.1 GENERAL

- A. WIH will accept and permit Customer installation of Customer Water Services, except Meter Set and metering equipment, provided all the following conditions are met:
1. WIH has approved the Customer's contractor prior to construction.
 2. The Customer has signed and complied with a "**Water Line Connection Agreement**" with WIH prior to construction.
 3. The Customer has provided and WIH has approved drawings, material lists, and a flushing and disinfection plan.
 4. The Customer has paid all past and current applicable fees and charges.
 5. The installation of Customer Water Services has been inspected and approved by WIH.
 6. Customer has dedicated Customer Water Services to WIH.
 7. WIH will obtain the State of Michigan Permit for Water System Construction. The Customer will be required to obtain all other permits.

9.2 RESIDENTIAL SERVICES

- A. Customers installing residential water services will be required to pay an inspection fee in accordance with **Rule 14** for each inspection.

RULE 10 - SERVICES

10.1 GENERAL

- A. The Customer Water Service must be furnished, installed, owned and maintained by WIH except as otherwise provided in Rule 9. In the course of maintaining or repairing a Customer Water Service where the Customer water service passes under an area not readily accessible, WIH will bear no responsibility for damage incurred or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent or their tenant.
- B. The Service Location must be specified by WIH and must be located so WIH's service Facilities meet or exceed all clearance requirements and applicable local codes.
- C. Should it become necessary for any cause beyond WIH's control to change the Service Location, the entire cost of any changes in the Customer's service will be the responsibility of the Customer.
- D. Should it become necessary for WIH to reinforce or upgrade the Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required.

10.2 APPLICATION FOR SERVICE

- A. For Existing or New Services:
 - 1. Requests regarding existing or new services should be directed to WIH at _____ or by calling _____ during normal business hours.
- B. For Residential Service Applications:
 - 1. WIH is required to exercise due diligence in an effort to prevent identity theft. Therefore, Customers are required to produce acceptable proof of positive identification to establish a residential service account. Acceptable proof of positive identification includes, but is not limited to, the following:
 - a. Full Name (an account can only be in one Person's name)
 - b. Address (a copy of the mortgage or lease agreement may be required to verify residency)
 - c. Telephone Number
 - d. Email Address
 - e. Social Security number (Only required for credit checks or when the Customer is not present to verify their identity)
 - f. State or government issued identification (e.g., Driver License, Military ID, Passport)

10.3 DOMESTIC WATER SERVICE

- A. General
 - 1. Customer Water Services will 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 WIH must bring the Customer Water Service across another parcel or lot without an easement in order to provide service.
 - 2. It is the intent of WIH that all underground water pipes to the meter or meter manhole or pit be installed and maintained by WIH. However, where unusual or special circumstances exist or as allowed by Rule 9 "Water Customer Installation", the Customer may request approval to install underground water pipes. Applicants must submit proper documentation to WIH for approval prior to installation.

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3. No person other than an authorized employee or agent of WIH may open or close the outside valve (curb stop) on the Customer Water Service. No person except an authorized WIH employee, agent of WIH or as allowed by Rule 9 "Water Customer Installation" may tap, revamp or connect to a Water Main or any of the pipes comprising the Customer Water Service.

B. Customer Connections to WIH Facilities

1. It is the Customer's responsibility to connect his/her plumbing to the Customer Water Service or meter-set installed by WIH. All work must be in full compliance with all applicable plumbing codes.
2. Where the water Meter Set is installed inside, the Customer must connect by first installing a valve at the outlet of the Meter Set.
3. When the Meter Set is required to be installed outside in a meter manhole or pit, the Customer must connect at the outlet of the Meter Set. The customer must install a shut-off valve after the outlet of the Meter Set, normally installed at the inside wall of the building to be served. The Customer will be responsible to install, own, and maintain Customer Piping from the outlet of the Meter Set and the Customer will be responsible to install, own, and maintain the meter manhole or pit structures which house the Meter Set, except where WIH has retained ownership.
4. No connection to the Customer Water Service will be allowed except at the outlet side of the Meter Set.

RULE 11 - BOOSTER PUMPS**11.1 BOOSTER PUMPS**

- A. Where the Customer uses a booster pump to increase pressure to the Customer's internal plumbing, the pump must be of such capacity to maintain the suction side of the pump at or above 35 psi.
- B. The Customer must suitably pipe, valve and protect all booster pumps so the boosted pressure will not cause backflow into WIH's Water Distribution System.
- C. All booster pumps having a capacity that could develop velocities in excess of 10 feet per second in the Customer Water Service must have modulating valves installed on the discharge so that start-up or shut-down pressure surges will not be generated back into WIH's Water Distribution System.

RULE 12 - CROSS-CONNECTION PROHIBITION**12.1 GENERAL**

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

12.2 INSTALLATION OF BACKFLOW PREVENTION DEVICES

- A. A backflow prevention device must be installed on a Customer Water Service to assure containment.

12.3 INSPECTION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES

- A. Backflow prevention devices must be installed in an area that will permit easy access for inspection, testing, and maintenance.
- B. The Customer must permit access for inspection by WIH of any backflow prevention devices and all internal plumbing with reasonable prior notice. The frequency of such inspections shall be as determined by WIH.
- C. Upon request by WIH, the owner, lessees or occupants of any property so served shall furnish all pertinent information regarding the piping system or systems on the property. The refusal of information or refusal of access, when requested, shall be deemed evidence of the presence of a cross-connection.

12.4 COMPLIANCE

- A. 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.

RULE 13 - BAN OR RATIONING OF WATER

13.1 Ban or Rationing of Water

- A. Water supplied by WIH is purchased from the Village of Metamora water system. To protect the adequacy of the Village's supply of stored potable water, the Village may ration and/or prohibit, in its discretion, the domestic use of water for an indeterminate time. These prohibitions may be an outright ban or may be by rationing the regulated uses on alternative day depending on whether the street address of the user is an odd or even number and the prohibited use falls on an odd or even day. Should the Village implement such restrictions, WIH will also implement those restrictions.
- B. Upon the recommendation of WIH's water engineer, WIH may, independent of the Village of Metamora, ration and/or prohibit, in its discretion, the domestic use of water for an indeterminate time. These prohibitions may be an outright ban or may be by rationing the regulated uses on alternative day depending on whether the street address of the user is an odd or even number and the prohibited use falls on an odd or even day.

13.2 Notices

- A. Notice to the customers regarding this ban or rationing of the use of potable water or the resumption of use of water shall be via email or text message, if such contact information is available, and included in each water customer's next water bill.

RULE 14 - SCHEDULE OF FEES AND CHARGES

<u>Charge Description</u>	<u>When Applied</u>	<u>Charge</u>
Water Rate (1)		
Charge for each 1,000 gallons or portion thereof used per month	Monthly based on use	\$3.64
Monthly Meter Fee	Monthly	\$14.90
Damaged Meter Charge (2)	Each occurrence	\$300
Inspection Fee (2)	Each occurrence	\$100
Interference Fee (2)	Each occurrence	\$300
Meter Calibration Charge (2)	Each occurrence	\$75
Meter Set Charge (2)	Each occurrence	\$100
Meter Tampering Fee (2)	Each occurrence	\$500
Non-sufficient Funds Fee (2)	Per occurrence	\$50
Reconnection Fee (2)	Within 48 hours of order	\$50
Security Deposit (2)	New customers, unless waived per Rule 7	2 times average monthly bill

(1) Based on Village of Metamora Rates as of August 1, 2021. Rates will be adjusted in the future based on future adjustments made by the Village of Metamora.

(2) WIH fees as of August 1, 2021. Fees will be adjusted in the future based solely on WIH's discretion.