

AGENDA

COMMITTEE OF THE WHOLE MEETING

May 12, 2015

5:30 P.M. – 1201 S. Washington Ave.

REO Town Depot

Call to Order

Roll Call

Public Comments on Agenda Items

Regional Customer Input

1. Committee of the Whole Meeting Minutes of 4/14/15.....**TAB 1**
2. CRT Update..... **TAB 2**
3. Review of the CRT’s Recommendations to the Board of Commissioners **(DISCUSSION ONLY)**
4. FY 2016 Rules and Regulations **TAB 3**
5. Energy Optimization and Renewable Energy Annual Update..... **TAB 4**
6. HACO Update **(INFO ONLY)**
7. Table Top Exercise Update..... **(INFO ONLY)**
8. Crisis Communication Plan Update **(INFO ONLY)**
9. Commissioner Email Account **(DISCUSSION ONLY)**
10. Other

Adjourn

COMMITTEE OF THE WHOLE

April 14, 2015

The Committee of the Whole of the Lansing Board of Water and Light met at the BWL Headquarters-REO Town Depot located at 1201 S. Washington Ave., Lansing, MI, at 6:00 p.m. on Tuesday, April 14, 2015.

Committee of the Whole Chair Margaret Bossenbery called the meeting to order and asked the Corporate Secretary to call the roll.

Present: Commissioners Dennis M. Louney, Margaret Bossenbery, Anthony McCloud, Tony Mullen, David Price, Tracy Thomas, Cynthia Ward and Sandra Zerkle.

Absent: None

Public Comments

None

Regional Customer Input

None

Approval of Minutes

Motion by Commissioner Price, Seconded by Commissioner McCloud to approve the Committee of the Whole meeting minutes of March 10, 2015.

Action: Motion Carried

FRIB Update

George Stojic, Executive Director of Strategic Planning and Development, provided the Committee with a brief history on the Facility for Rare Isotope Beams (FRIB), a nuclear accelerator that is being built on the campus of MSU in E. Lansing, MI. On three occasions, the Board of Water & Light submitted requested bids to service the FRIB area. After the third solicitation, MSU decided not to accept any bids, however since then the BWL has been negotiating with Consumers Energy to have a 50/50 FRIB net revenue split. Mr. Stojic stated that the BWL currently does not have an agreement for the split, but does have framework for a proposal for service to the FRIB.

CRT Update

George Stojic, Executive Director of Strategic Planning and Development, stated that the Administration is currently reviewing the Community Review Team's Report (CRT) and is conducting a quality assurance check to identify tasks that have and have not been completed.

Interim General Manager Peffley stated that a report was sent to the Commissioners providing an update on the Outage Management System (OMS), and that a more detailed report would be provided at the May Committee of the Whole meeting, which will indicate what tasks have been addressed and completed, as well as a list of tasks that need to be completed. This report will make it easy for the Commissioners to see exactly what changes have been incorporated.

Committee of the Whole Chair Bossenbery stated that the Committee should review the suggested recommendations from the CRT Report for the Board of Commissioners.

PA95 Update

CFO Heather Shawa-DeCook provided an update on Public Act 95 (PA95), which is an Act that creates a low-income energy assistance fund. The Board of Water & Light has the option to opt into or out of the fund on an annual basis. CFO Shawa-Decook stated that the BWL's staff is recommending exempting out of this Act for the upcoming period. Ms. Shawa-DeCook stated that the BWL currently has several projects that are in progress and it may not be cost effective to implement this Act in the middle of changing and implementing a new billing system.

CFO Shawa-Decook stated that the BWL is reconciling and reviewing the funds currently paid to the Department of Human Services (DHS) and St. Vincent via Capital Area Community Services (CACS) and comparing data from previous year's to better understand the impact of opting out versus not opting out.

The Board of Commissioners and Executive Staff participated in a lengthy conversation regarding PA95 and agencies that the BWL donates to, how the money is distributed and if it is beneficial for the BWL to participate in the Act. That conversation included comments from Robert Nelson of E. Lansing who provided information regarding the Act and grants that were issued during the last cycle. He informed the Board that the Public Service Commissioner (PSC) may no longer be handling this account because of a new Energy Agency being created by the Governor. Mr. Nelson reiterated to the Board that if they do not opt in, that a shut off policy is mandatory. He stated he believes the best thing to do is to look to next year for applying and to prepare for the 2016 cycle.

Board Chair Price stated as part of the analysis, it should be taken in to consideration that if there is no grant and we are not being reimbursed for the no shut offs, that considered with what it would cost us to opt in, obviously, if those numbers are fairly equal then it makes sense to opt in. If there is a large gap and it costs significantly more to opt in, then the Board has to make other decisions.

Electric Transmission and Generator Plan

Interim General Manager Peffley presented and reviewed the following Electric Transmission and Generation Plans PowerPoint presentation, which included:

- Historic Perspective •Role of the Eckert Generating Station •Reliability Standards
- Recommended Changes to the BWL System •Implementations Issues

Historic Perspective

- Beginning in the 1920's, the BWL Electric System was primarily built around and supported by the Ottawa and Eckert Power Plants
- In the 1950s through the mid 1970s more generation was added to Eckert, in 1973 Erickson was completed and in the late 1970's the 138 kV transmission system was constructed
- Since the 1970's, one interconnection has been added to the ITC system, the BWL contracted for power and transmission from the Belle River power plant and the REO Town plant was placed in service
- The majority of our electric assets have been in operation for more than 45 years, some for up to 60 years
- Major portions of the BWL's service territory are still supported by the Eckert generating plant

Issues Driving Development of Transmission Plan

- Eventual retirement of Eckert plant
 - Air/Water regulations
 - Mandatory federal electric reliability standards
 - Age and condition of facilities
- Eckert generation is needed to support electric reliability for a major portion of the BWL's load
- Eckert cannot be removed from service without additional generation or transmission infrastructure
- Since a major, new generation plant cannot be built where Eckert now stands, transmission needs to be constructed to meet electric reliability requirements

Role of the Eckert Generating Station

Eckert is a Major Generating Station

- Eckert has been the site of a power plant since the early 1920's
 - Until recently, it was capable of producing 420 Mw's of electric generating capacity
 - It is currently capable of producing 290 Mw's
 - Because of its strategic location, Eckert is very important to maintaining and meeting electric reliability standards
 - As the plant ages, operations and maintenance costs have been increasing while generation reliability has been decreasing
 - Compliance with stricter air and water regulations will add to the cost of maintaining Eckert:
 - Pending greenhouse gas regulations may limit the amount of CO2 emitted by BWL facilities
 - The recently released Mercury and Air Toxics rule will result in Eckert units 1 and 3 being retired March, 2016
 - Additional regulations are pending or will be implemented within the next 10 years

Eckert is the Site of Major Transmission and Distribution Facilities

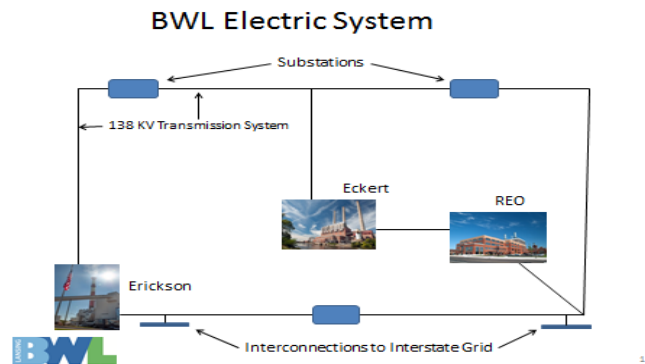
- The Eckert electric distribution plant feeds 68 circuits and nearly 1/3 of the BWL's peak load including critical parts of the BWL's service territory
- Without electric generation at Eckert, electric service to downtown Lansing is one contingency from failure
- Distribution circuits originating at Eckert are in need of replacement
 - Circuits feeding downtown are located in duct banks that are failing
 - Transmission and distribution facilities at Eckert are located in the 100 year flood plain

Reliability Standards

NERC Contingency Planning Requirements

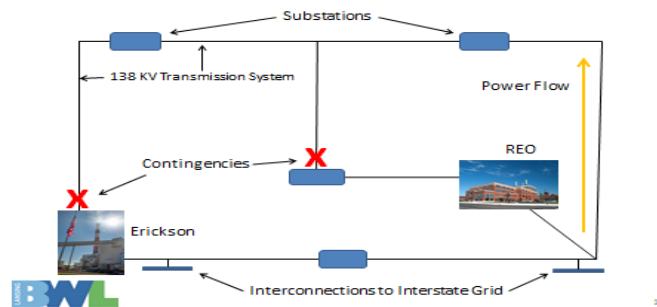
- System planning requirements (N-1-1 Criteria) – The system must be designed to be able to sustain its operation when two elements (e.g. transmission line, breaker, bus, generator) are simultaneously out of service; commonly called the N-1-1 criteria.
- Operations (N-1) - Preparing System for the next contingency
 - The T&D Supervisor is to operate (in real-time) the system such that if a contingency were to occur, the system would continue to deliver power to the remaining load centers; commonly called the N-1 criteria. If no options are available, the T&D Supervisor is authorized to shed load (i.e. cut service to some customers) until the contingency is relieved.
 - Without the Eckert generating plant, the BWL cannot meet these NERC contingency requirements with its current transmission configuration and it would violate these standards.
 - This would jeopardize reliability to the BWL’s system
 - It would also expose the BWL to substantial fines or other penalties

BWL Electric System



Recommended changes to BWL System

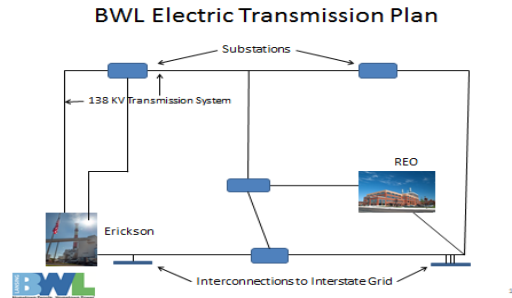
BWL Electric System with N-1-1 Contingencies



Transmission Plan Investments

- Construct new transmission lines
- Construct or rebuild six substations
- Reduce number of circuits and the amount of customer demand at the Eckert distribution facility
- Add capacitor banks at Erickson and Northeast substations

BWL Electric Transmission Plan



Summary of Issues

- Aging Infrastructure
 - Failing duct lines under railroad
 - Facilities at Eckert are over 50 yrs. old
 - Regulation Compliance
 - EPA Clean Air Act (*Unit retirements*)
 - NERC reliability compliance requirements (*Design T&D system for contingencies*)
 - Diversify substations serving downtown and GM-LGR. (*Eckert substation serves 30% of BWL customers*)
- Limited capability of cables to serve new customers and no room in duct banks for new cables
- Removal of infrastructure from the flood plain exposure (*Eckert facility is in the 100 yr. flood zone*)

Implementation Issues

Work load Issues

- Unprecedented level of work for the next 7 to 10 years
- Challenge to human resources, for existing work load and managing consultants and contractors
- Prepare and train technical resources to replace retiring employees
- Coordination of work while maintaining system reliability

Other Significant Issues

- Ability to get the property
- Availability and timeliness of equipment / contractors Funding
- 4.160 voltage level customers' ability to be moved to 13.2 kV
- Modify transmission service to increase import capability

Project Conceptual Costs

Project Conceptual Costs : Capital Budget
 (\$1000)

Major Projects	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FYs 16-21
West-side Reinforcement	\$ 4,100	\$13,200	\$ 6,800	\$ -	\$ -	\$ -	\$24,100
GM138 Substation	\$ 580	\$ 2,500	\$ 7,440	\$ 7,900	\$ 2,000	\$ -	\$20,400
Wise (Double-End)	\$ 3,050	\$ 3,100	\$ 3,510	\$ 500	\$ -	\$ -	\$10,160
South Reinforcement	\$ 500	\$ 800	\$ 700	\$ 4,000	\$ 1,900	\$ 800	\$ 8,700
GM-LGR Substation	\$ 100	\$ 500	\$ 4,100	\$ 2,300	\$ 4,000	\$ 1,540	\$12,540
Eckert Sub. Modification	\$ 749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 749
138 KV Cap Bank	\$ 2,400	\$ 50	\$ 2,600	\$ 7,000	\$ -	\$ -	\$12,050
South Substation	\$ 150	\$ -	\$ -	\$ 200	\$ 2,600	\$ 7,000	\$11,350
Central Substation	\$ 50	\$ 1,000	\$ 50	\$ 50	\$ 50	\$ -	\$ 1,250
Total (Major Projects only)	\$11,659	\$21,150	\$25,200	\$21,950	\$11,950	\$9,390	101,299



Generation Plan

- Eckert supplies both electric energy and capacity to meet BWL's requirements
- Additional generation will be needed when Eckert is removed from service
- The BWL can acquire the electric energy and capacity from a number of sources
 - Construct additional generation
 - Acquire more renewable energy
 - Implement demand-side measures
 - Invest in smart grid options
 - Rely on market purchases
- The BWL is beginning an IRP process that will involve the community on the best way to acquire additional electric energy and capacity

Following the PowerPoint presentation Interim General Manager Peffley concluded by stating more information will be brought forward regarding the transmission regulations but wanted to make sure that the Board understood that the transmission matters as stated in the PowerPoint are necessary and mandated. Mr. Peffley stated as Eckert nears the end of its life, the reliability of the three units that are left 4, 5, and 6 is basically down in the 75% range, which means 25% of the time, the plant is down. Mr. Peffley stated that money is being put into the plant now, and is trying to balance with how much to spend keeping in mind the plant will be shut down in the future.

Construction Plans for Dais

There was a lengthy discussion amongst Commissioners regarding the cost of extending the dais and other accommodations for the incoming Advisory Board members. Upon conclusion of the discussion, the following motion was offered.

Motion by Commissioner Price, Seconded by Commissioner Zerkle, to bring the seating accommodations subject back to the May Regular Board meeting for consideration.

Action: Motion Carried (6/2 Mullen, Ward dissenting)

Upcoming APPA Conference

Committee of the Whole Chair Bossenbery spoke about the upcoming American Public Power Association (APPA) National Conference that is taking place in June. Ms. Bossenbery stated that she finds the conference to be very beneficial and a good opportunity for Commissioners to learn about best practices in the utility industry. She encouraged anyone who is interested in attending this year to contact Corporate Secretary as soon as possible.

Public Comment

None

Other

Commissioner Cynthia Ward, Human Resources Chair, stated that at the last Human Resources (HR) Committee meeting she had suggested that the HR Committee get a Gmail account specifically for the HR Committee and as part of that discussion, Commissioner Mullen asked the HR Committee to also consider individual email addresses for the Commissioners. Ms. Ward stated that she believes that matters warrants some discussion and should be agenda

item for the Committee of the Whole or the Executive Committee. Ms. Ward stated concerns regarding the responsibilities of multiple email accounts.

After some discussion regarding email addresses for the Commissioners, Chair Price suggested that the matter be addressed at a future Committee of the Whole meeting.

Commissioner Dennis M. Louney said after meeting with the new Advisory Commissioners, it was suggested that some sort of check list of ideas, suggestions, task or assignments that are discussed at meetings be created and put together in one document versus reviewing minutes to see what has been requested or suggested. Mr. Louney said this check list would also make it easier for Commissioner to see if task has been addressed and followed through on.

Board Chair Price suggested a tracking system, something below the level of a Resolution that would be presented to the Board. After some discussion regarding this matter it was determined that Ms. Griffin would create a tracking system/action Items document.

Closed Session discussion(Attorney-Client Memo)[MCL 15.268(h);MCL 15.243 (g)]

Committee of the Whole Chair Bossenbery stated that attorneys have provided the Board of Commissioners with an Attorney Client Privilege memorandum and it is appropriate to discuss the contents of that memorandum in closed session.

Motion by Commissioner Price, Seconded by Commissioner Ward to go into close session for the purpose of consulting with Legal Counsel on the contents of the attorney-client privileged memorandum as permitted by the Open Meetings Act, specifically MCL 15.268(h) and MCL 15.243(g).

Roll Call Vote:

Yeas: Commissioners Bossenbery, Louney, McCloud, Mullen, Price, Thomas, Ward and Zerkle

Nays: None

The Committee of the Whole went into closed session at 7:07 p.m.

On **Motion** by Committee Price, Seconded by Commissioner Mullen and supported by all Commissioners, the Committee of the Whole returned to Open Session at 8:08 p.m.

Excused Absence

None

Adjourn

On Motion by Commissioner McCloud, Seconded by Commissioner Louney, the meeting adjourned at 8:09 p.m.

Respectfully Submitted
Margaret Bossenbery, Chair
Committee of the Whole

Item #	Lead	CRT Remaining Recommendation	BWL Response
5		Recognize its role to assist Regional, City and Township Emergency Management in disaster response by implementing all of the following:	
c	Trent Atkins	Assure that all operations employees receive basic NIMS training, at a minimum the two introductory courses: 1. FEMA IS-700, NIMS An Introduction; 2. IS-100.PW-B, Introduction to the Incident Command System (ICS 100) for Public Works; that all first-line supervisors take those courses, plus ICS-200, Basic ICS; that all senior management officials take those 3 courses, plus ICS-400, Advanced ICS.	The BWL currently has the following ICS trained employees: Introduction to Incident Command: 48 ICS 200 ICS for Single Resources and Initial Action Incidents: 29 ICS 300 Intermediate ICS for Expanding Incidents: 14 ICS 400 Advanced ICS: 13 IS G402 ICS for Executives/Senior Officials: 35 IS 700 National Incident Management System (NIMS) An Introduction: 26 IS: 800 National Response Framework, An Introduction:1 2 Training is continuing for the remaining employees and must be completed no later than the following dates: 1. All BWL operations employees will complete the FEMA IS-700 IS-100 PW-B and the ICS 100 courses by March 31, 2015 2. All Managers and First-line Supervisors will also take ICS 200 course by November 30, 2014. 3. All BWL Directors will take courses in (1) and (2) and ICS-400 by December 31, 2014.
33	Trent Atkins	Maintain and retain all information developed during restoration operations, including all forms of communications. Retaining this information will assist post restoration analysis, enhance institutional retention and uses of valid lessons learned, and improve the technical competencies of field engineers and technicians, as well as assuring operations or restoration manager's decision making processes are more clearly understood by future key personnel.	Develop and implement records retention requirements in emergency plans within 120 days of Emergency Operations Manager hire.
34		Information to be retained should include:	
a	Trent Atkins	A full log of the operations/restoration center input (phone calls, emails, radio messages, etc.), including identification of individuals sending and receiving, during the event.	Please see response to CRT #33.
b	Trent Atkins	A full log of output, as in #1 above.	Please see response to CRT #33.
c	Trent Atkins	Set of maps, optimally GIS, depicting the stages of the event, including at least, the initial outage area and affected components and customer zones, and stages of restoration sufficient to recreate the series of restoration actions leading to full restoration.	Please see response to CRT #33.
d	Trent Atkins	Full log of personnel engaged in restoration activities.	Please see response to CRT #33.
e	Trent Atkins	Full log of components and equipment used. This, optimally, would differentiate between components initially/originally identified for the restoration and those identified during the event based on discovery of event damage.	Please see response to CRT #33.
f	Trent Atkins	Log of field engineer actions; optimally with enough specificity to distinguish technical actions vs. administrative actions.	Please see response to CRT #33.
35	Trent Atkins	Retain this documentation in a form that enables efficient use, recall, and reuse, and in a format that is compatible with performing the same series of retention actions for future events; i.e., not a 'one time' storage, but with future use and comparison in mind.	Agreed. This has been and continues to be a part of BWL's procedures.
81	George Stojic	Hold an Annual Meeting of Stakeholders, with explicit invitations and opportunities for public debate on innovation and strategy.	Conduct an annual stakeholder meeting on innovation and strategy by end of FY15.

Item #	Lead	MPSC Remaining Recommendation	BWL Response
MPSC 4	Dave Bolan	Develop metrics that allow the BWL to analyze the performance of all reliability investments.	MPSC #5
MPSC 5	Dave Bolan	Develop an annual reliability report that can be publicly available.	Estimated completion date end of FY15
MPSC 6	Dave Bolan	Develop an annual reliability spending report that focuses on current and future reliability project spending and analyzes customer benefits and the overall effectiveness of reliability projects.	MPSC #5
MPSC 17	Dave Bolan	Voluntarily report to MPSC Staff when outages affect more than 10 percent of its customers, when a significant event affects the operation of its system, or when there is loss of power to a critical facility or critical customer.	MPSC #5
MPSC 18	Dave Bolan	Keep the BWL Board and Lansing City Council continually informed on mutual assistance agreements should any contracts expire or have cause to be amended.	MPSC #5
MPSC 24	Trent Atkins	Develop a procedure to collect system outage data during and post storm events for future reliability analysis.	Please see response to CRT # 33

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
1	Trent Atkins	Working jointly with local emergency planners and municipal governments, update the inventory of critical facilities, as part of a Regional Emergency Operations Plan.	Completed and Ongoing
2	Trent Atkins	Assist all units of government representing its customer base with identifying Special Needs Facilities for power restoration efforts, including assisted care facilities, elder care facilities, water and sewer plants, food warehouses, Capital City airport and key industry.	Completed
3	George Stojic	Undertake a program of technical assistance to critical facilities in its service area to determine the feasibility and net benefits of implementing a micro-grid at each such facility, using combined heat and power or renewable generation and storage.	Completed and Ongoing
4	George Stojic	Explore various options to participate financially in implementing micro grids at critical facilities where they are feasible and beneficial, including power purchase agreements, joint ventures, and Board ownership.	Completed and Ongoing
5a	Trent Atkins	During any event where the City EOC is activated, including during major widespread outages, a trained and experienced BWL Liaison Officer must be deployed to the City EOC.	Completed
5b	Trent Atkins	Participate in all EM exercises sponsored by any units of government representing its customer base	Completed
5d	Trent Atkins	2) Participate in After-Action Reviews with all units of government representing its customer base, not just post-exercise, but after every major outage, disaster and emergency	Completed
5e	Trent Atkins	Develop and maintain good working relationships with the first-responder community for all units of government representing its customer base	Completed and Ongoing
6	Trent Atkins	Consolidate its multiple emergency response plans within the City and Regional plan, (see below) and then test that plan by scheduling a full staff coordinated "table top" exercise at a minimum of every 12 months.	Completed and Ongoing
7	Trent Atkins	BWL Staff and upper management should participate in the exercises and receive training on these plans and regular refresher training. BWL staff with emergency responsibilities should be required to have training on these plans and their role and responsibilities and the role and responsibilities of others that will be involved with any emergency response.	Completed and Ongoing
8	Trent Atkins	Together with the communities in the greater Lansing area (not just the BWL service area), undertake a regional planning effort to be better prepared and coordinated and assure that emergency communication protocols are agreed to and followed. The mayors and township supervisors of our communities must lead and encourage this effort and provide the necessary resources. This planning effort should be done in coordination with the State Police EMHSD District 1 Coordinator.	Completed and Ongoing
9	Trent Atkins	Include Business Continuity Planning in its development of a comprehensive Emergency Operations Plan.	Completed and Ongoing

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
10	Trent Atkins	Develop a comprehensive EOP, in coordination with the City EM officials, that is an Annex to the City EOP, consistent with MCL 30.410 (1) (a)	Completed and Ongoing
11	Trent Atkins	Working jointly with the City of Lansing and other regional governments, develop a regional EOP which includes a process for siting, supporting and sustaining a regional EOC.	Completed and Ongoing
12	Trent Atkins	Develop, in coordination with the governments representing its customer base, an Energy Annex to a Regional Emergency Operations Plan.	Completed
13	Bob Perialas	Collaborate with Lansing Emergency Management, Lansing Police Department's Neighborhood Watch, Lansing Neighborhood Council, East Lansing neighborhood associations and similar groups in all townships in the development of a program supporting block level emergency response plans. This effort would build upon the well-developed social infrastructure of Lansing's 186 organized neighborhood groups and prepare them to play an important role in planning for, responding to, and recovering from extreme weather events.	Completed and Ongoing
14	Stephen Serekaian	Create a robust social media presence for its customers – this work is already underway internally, but must become a priority for its communications operations, as consumers are primarily using digital communication tools to learn about outages and other service issues.	Completed
15	Trent Atkins	Require all communications staff and senior leadership to undergo certified NIMS communications training in order to understand best communications practices during crisis situations, with associated training events and tabletop exercises to ensure coordination of communications functions with regional governments.	Completed and Ongoing
16	Stephen Serkaian	Further refine the March 2014 plan. The plan must contain greater detail on how to address the need for timely and accurate information; customer information must be consistently explained in a way that effectively meets customer expectations; and the plan must assure the provision of information sufficient to allow the public to make informed decisions on how they may best respond. There is a considerable body of studies on this subject that should be drawn upon in the development of such a plan. Once this plan is completed the BWL management and employees must be trained on, periodically exercise, and follow the plan.	Completed
17	Trent Atkins	The crisis communications plan must be an annex to the Emergency Operations Plan and should be guided by a qualified communications professional certified through the NIMS protocols.	Completed
19	Trent Atkins	Emergency Operations Manager, working with all other member communities, including Ingham, Clinton and Eaton Counties, create a regional emergency operations plan (EOP).	Completed
20	Trent Atkins	Work with BWL Operations and Senior Leadership to integrate their BESOC and Crisis Command Center, using the NIMS framework, with the City EOC.	Completed

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
22	Trent Atkins	Recommend appropriate emergency management training for BWL leadership, including Commissioners, on how best to build in resilience and ensure full response capability to storms that are increasing in severity and frequency.	Completed and Ongoing
23	Trent Atkins	Sponsor or encourage a full scale training exercise, involving emergency management staff of all units of government and BWL in the tri-county region, to take place annually.	Completed and Ongoing
25	Dave Bolan	Given that insufficient spotters for damage assessment was a serious problem in the December outage, identify the types of spotters necessary and currently lacking.	Completed
26	Dave Bolan	Include the acquisition of qualified primary distribution system spotters in its mutual aid agreements and extraordinary assistance contracts. Since repair crews are fundamentally more expensive than spotters, we believe that repair crews should be the restoration bottleneck rather than spotters.	Completed
27	Dave Bolan	Identify specific personnel for spotter duty and training for deployment in emergencies. This function should be mandatory, not voluntary on the part of the employee, as it appears to be now. Training should also be mandatory and held, minimally, once per year.	Completed
28	Dave Bolan	That the two person line crew requirement and the requirement that a BWL employee accompany the outside contracted line crew are reasonable to ensure safety of BWL employees.	Completed
29	Nick Burwell	Integrate the OMS into an Emergency Operations Plan (EOP) which is tested to its maximum capacity., both to assure system functionality and to assure integration with restoration operations, on a semi- annual (6 months) basis. Staff noted that because they had not experienced an outage of more than 20,000 customers, they assumed that was the maximum ever likely. As noted above, recent reports indicate that storm frequency and intensity are on the rise. Since the outage, the OMS has been tested for loss of power to 35,000 households—still fewer than lost power in the December outage. Therefore, the system must be tested to its maximum capability	Completed
30	Nick Burwell	Remedy the lack of redundancy in their OMS System by (1) devising an alternative system and (2) including the potential loss of OMS as a contingency in EOP. The OMS failed during the December outage and had no backup system.	Completed
31	Nick Burwell and Dave Bolan	The IT Department shall report OMS implementation and maintenance and redundant system development to the Board of Commissioners at least monthly. Further, the Commissioners should carefully review the history of the selection, installation, and performance of the GE OMS system to determine if further action is required.	Completed and Ongoing
32	Bruce Cook	A contingency retainer agreement with a third-party answering service must be executed. This is consistent with the BWL changing its corporate philosophy to one that plans for, recognizes, and addresses all potential contingencies.	Completed
34g	Trent Atkins	Log of physical access entries, either IAW or similar to NERC CIP standards for Physical Access to BES sites.	Completed

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
34h	Trent Atkins	Log of all connections to the local control systems during the restoration, including full hardware/software descriptions and each connecting devices security certificate.	Completed
34i	Trent Atkins	Log of interactions with partner utilities, Independent/Regional Systems Operators (ISO/RSO), private, state and federal regulatory organizations, state utility commissions, state governing personnel, federal entity personnel supporting restoration activities, as well as other personnel or organization interactions relevant to the restoration or an understanding of their role or influence on the restoration activities.	Completed
36	Dave Bolan	Contract with, or otherwise fund, the City of Lansing Operations and Maintenance Division to do all tree trimming for BWL in those areas (tree lawns and adjacent to city parks and golf courses) where the City is already engaged in vegetation management.	Completed
37	Dave Bolan	Evaluate its 5-year schedule to determine whether vegetation management needs to be even more aggressive. Based on the Board's representation that it has been close to a five-year cycle for vegetation management, however, it is doubtful that shortening that cycle will provide much benefit. Rather, based on both public comments and comments from the BWL, focus should be placed on a strong and effective quality assurance program. Adjustments to the vegetation management standards must be made, especially with respect to the removal of dead trees or trees in poor condition.	Completed
38	Dave Bolan	Perform an 100% audit of all lines annually to ensure both that the BWL can stay on track in its vegetation cycle and that sections that may require immediate attention are not neglected.	Completed
39	Dave Bolan	Explore collaboration with other entities doing tree-trimming (City of East Lansing, Townships, Consumers Energy, DTE) in order to increase efficiencies.	Completed
40	Dave Bolan	Budget for distribution system maintenance based on regular replacement of each and every component at its engineering-based life-length and continue to recalculate its grid maintenance budget on that basis in all future budgets.	Completed and ongoing
41	Dave Bolan	Implement a procedure that actual replacement of most grid assets will be condition-based, or because distinctly better technology is available and warrants replacement of equipment that is not yet at end of life.	Completed and ongoing
42	Calvin Jones	Establish a process of long-term scheduling and annual work coordination in conjunction with each of its host communities.	Completed and ongoing
43	Dave Bolan	Undertake a value engineering analysis of the potential deployment of automatic circuit interrupters in its distribution grid and implement them accordingly.	Completed and ongoing
44	Dave Bolan	Adopt the practice of installing breakaway service drops whenever it installs or repairs a service drop or performs major maintenance on the distribution line to which a service drop is connected.	Completed and ongoing
45	Dave Bolan	Perform a benefit cost analysis to determine whether a proactive effort to install breakaway service drops is warranted.	Completed and ongoing

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
46	Dave Bolan	Undertake a value engineering analysis of its entire primary distribution system, with the intent to calculate the optimum extent and topology of the primary distribution grid, and the optimum design of each segment of its primary distribution grid. This analysis should consider all aspects of distribution grid performance, but particularly should include strong consideration of its effects on outage extent and time to service restoration in major storm events.	Completed and ongoing
47	Dave Bolan	When performing value engineering of the primary distribution grid and in implementing any hardening of the primary distribution grid, the BWL should examine opportunities to reduce costs (or improve results) through collaboration with host communities.	Completed and ongoing
48	Dave Bolan	Examine options to add additional sensors to the primary distribution system so as to localize faults much more quickly. Sensors are not particularly expensive and use of increased numbers of them may well be warranted.	Completed and ongoing
49		Harden the Secondary Distribution System	
49a	Dave Bolan	Breaks and other faults in the secondary distribution system affect fewer customers per fault and are easier to repair than are faults in the primary distribution system. Thus, while we encourage the Board to undertake some hardening of the secondary distribution system, the CRT believes the Board should focus its grid maintenance and upgrade investments on the primary distribution system for the next few years.	Completed and ongoing
49b	Dave Bolan	Vegetation management is a key to reducing storm-induced outages in the secondary distribution system as it currently exists. Accepting BWL's representation that it will "strictly adhere" to a five-year cycle for vegetation management, the CRT believes that shortening that cycle further will not provide much further benefit. Rather, based on both public and BWL staff comments we believe that the Board should focus on a strong and effective quality assurance program for its vegetation management and consider making some adjustments in its vegetation management standards, especially with respect to the removal of dead trees or trees in poor condition. See the vegetation management section for further analysis of these issues.	Completed
49c	Dave Bolan	Once the value engineering analysis of the primary distribution system is completed, the BWL could begin using internal staff to undertake a substation-by-substation analysis of the secondary distribution lines fed from each substation and optimize the configuration of that portion of the secondary distribution grid. The order in which this analysis is done should begin with those portions of the secondary distribution grid suffering the greatest outage experience in recent storms and proceed toward those with apparently less risk. As these lines run through neighborhoods, and options to improve the secondary distribution system will require collective decisions about vegetation management, line relocation, undergrounding, and the like, that the BWL is not necessarily institutionally empowered to make on its own, we recommend that this planning be done jointly with the local government and engage the affected neighborhood.	Completed and ongoing

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
50	Dave Bolan	Direct its staff to work with local units of government to determine optimal strategies to harden the secondary distribution system, proceeding substation-by-substation in the order of susceptibility to storm damage as determined by experience in recent storms.	Completed and ongoing
51	Dave Bolan	Proceed as quickly as is consistent with good practice to deploy smart meters and integrate them to its outage management system to accelerate the identification and repair of the secondary distribution system after storm damage.	Completed and ongoing
52	Dave Bolan	In the interim, ensure that it has an adequate core of spotters for restoration of the secondary distribution system following a storm.	Completed
53	Dave Bolan	Deploy smart meters first to those residences located on lateral circuits.	Completed and ongoing
54	Gennie Eva	Consider plans to own the system, including the mast, through to their meter box, as part of its benefit cost analysis to determine whether a proactive effort to install breakaway service drops is warranted.	Completed
55	Dave Bolan	Consider plans to install breakaway service drops first to those customers on lateral circuits or to special needs customers.	Completed and Ongoing
56	Bruce Cook	Develop through voluntary customer participation, and maintain, a list of all elderly customers and those with medical needs. Distribute consent forms to share medical alert customers and seniors residences with emergency response personnel for the purpose of wellness checks by August 1, 2014. Completed. Implement protocols for sharing information with local governments by end of second quarter FY15	Completed
57	Trent Atkins	Communicate daily with all EOCs to coordinate with emergency response personnel in all municipalities to ensure the safety of vulnerable citizens during an outage or other emergency event. Communication should be for the duration of a storm event. PSC # 11, data base of vulnerable populations and service response facilities	Completed
58	Trent Atkins	As part of the integrated Regional EOP, provide the regional EOC (or all EOCs or EMs for all governments within its customer service area, if no regional EOC is created) with up-to-date information of the location of its at-risk customers.	Completed
59	Trent Atkins	Revise items 44, 47, 48, 54 of the outage report. There must be a coordinated effort between BWL and local government emergency personnel and community groups to assure clear communication and coordination of efforts to protect at-risk customers when an emergency arises.	Completed
60	Trent Atkins	Create a Community Resilience Planning Coalition which would take a broad approach to building community level resilience to extreme events by:	Completed and ongoing
60a	Trent Atkins	Participating in the drafting of a regional emergency response plan, that would include community organizations' input on issues including a coordinated crisis communications plan and procedures to ensure a coordinated, efficient response to hazards across jurisdictions;	Completed and ongoing

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
60b	George Stojic	Providing a forum for consideration of new risk reducing technologies and design in the built environment;	Completed and ongoing
60 c	Calvin Jones/Bob Perialas	Promoting strategies for engaging and organizing the community at multiple levels (household, block, neighborhood, shelters and non-profits, businesses, jurisdiction) to identify vulnerabilities, mitigate risk and better prepare for response and recovery from extreme events, and	Completed
60d	Trent Atkins	Providing a platform for regional sharing of lessons learned; connecting people, ideas, and resources; and engaging policymakers and community members in an ongoing conversation about resilience.	Completed and ongoing
61	George Stojic	Include regional resiliency, including energy self-reliance, as a strategic goal	Completed and ongoing
62	George Stojic	Explore the potential for “islanding” to protect the local electrical grid, with BWL taking the lead in creating an innovative, strategic solution	Completed and ongoing
72	Dave Bolan	Setting a vegetation management schedule and budget & complying with it (pgs. 23-26 of MPSC staff report)	Completed
73	Bruce Cook	Customer call answer time – rule 460.724 (pg. 29 of MSPC staff report)	Completed and Ongoing
74	Calvin Jones	Community outreach activities (no rule – but see comparison pg. 32 of MPSC staff report)	Completed and ongoing
75	Bruce Cook	Blockage time of customer ability to report outage – (reference to rule at pgs. 32-33 of MPSC staff report)	Completed and ongoing
76	Gennie Eva	Service quality credits (rule 461.744-746, pg. 34 of MSPC staff report)	Completed
77	Dave Bolan	Time limits for relief of non-utility personnel guarding downed power lines	Completed
78	Dave Bolan	(Rule 460.723, pg. 37 of MPSC staff report) sets time limits for non-utility employees (i.e. police /fire personnel) guarding a downed wire. & adequate number of persons certified to perform wire down duty during high volume event (pg. 38 of MPSC staff report).	Completed
79	Dick Peffley	Establish a Customer Ombudsman, Chief Customer Officer or expand the duties of the Director of Governmental Affairs and Customer Relations, directly reportable to the General Manager.	Completed
80	Dick Peffley	Restructure its organizational chart so that the positions of Strategic Planning, Information Technology, and Operations direct reporting to the General Manager.	Completed
82	Dave Bolan	Implement a utility-wide quality assurance plan. The testimony on vegetation management (that they looked at bills submitted by contractor monthly, and only now are adding a competitor and checking performance after trimming) suggests the lack of a comprehensive quality assurance plan.	Completed
83	George Stojic	Consider revision of the 54 Recommendations, using the SMART analysis to include specific metrics, including the tasks to be performed, the directorate or section within BWL charged with performance and the time need for accomplishment.	Completed

CRT Recommendations Completed or Ongoing

Item #	Lead	CRT Recommendation	Status
84	Dick Peffley	Require staff reports monthly to the Board of Commissioners on specific actions that have been taken on all of the 54 recommendations made in the Ice Storm Outage Report and that the BWL post those reports on its website for the next 18-24 months.	Completed and ongoing

MPSC Recommendations Completed or Ongoing

Item #	Lead	MPSC Recommendation	Status
1	Bruce Cook	Require specific customer service metrics as part of the BWL's Quality of Service best practices. The MPSC also recommends the BWL institute a billing credit.	Completed
2	Dave Bolan	Analyze and determine if the BWL's current budget and expenditures on vegetation management and maintenance of the distribution and transmission system are adequate to continue to provide safe and reliable service.	Completed
3	Dave Bolan	Analyze the reliability measurements of System Average Interruption Duration Index (SAIDI), System Average Interruption Frequency Index (SAIFI) and Customer Average Interruption Duration Index (CAIDI) on a circuit basis and expand the reporting of these indices to include each of the individual municipalities served by the BWL. Completed 8/26/14	Completed
8	Stephen Serkaian	Develop a Communication Plan, as part of an overall emergency operations plan, aligning with industry best practices for customer service obligations for major service outage responses and during restoration periods.	Completed
9	Calvin Jones/Bob Perialas	Provide consumer education material through multiple media so that customers may be prepared to handle outages including free outreach to educate the public on electric line safety, preparation for storm events, and who to contact in the event of an outage. Please see response to CRT #60. The BWL routinely educates its customers regarding lines down and other safety issues and storm outage information through its Connections newsletter, its website, GRCSO outreach activities, through press releases, and social media.	Completed
10	Bruce Cook	Maintain single phone number for customer inquiries	Completed
11	Bruce Cook	Identify the account holders who are seniors and maintain a database of facilities servicing vulnerable populations.	Completed
12	Trent Atkins	Provide training to the Board and identify resources and opportunities for Board members to gain experience and knowledge that will allow for greater control of current and emerging issues.	Completed and ongoing
13	Trent Atkins	Expand emergency training and exercise programs to include the Board so they are educated on the BWL's electric system infrastructure and emergency operations plan.	Completed and ongoing
14	Dave Bolan	Train and educate BWL staff so that experienced and knowledgeable staff can fill back-up roles in the event of an outage or energy emergency. The BWL currently has staff with secondary roles to support operations staff and customer service staff. However, the BWL will review its secondary staff needs, identify staff to fill additional roles that may be needed, and schedule training for secondary role staff by November 30, 2014.	Completed and ongoing
15	Trent Atkins	Consider use of the Local Energy Assistance Program (LEAP) process to serve as the conduit for establishing private-public partnerships focused on improving community resiliency to a prolonged energy disruption. The CRT was explicit in recommending that the BWL develop an emergency operations plan in the context of a regional plan. This would satisfy that suggestion.	Completed

MPSC Recommendations Completed or Ongoing

Item #	Lead	MPSC Recommendation	Status
16	Dave Bolan	Work in conjunction with the Michigan Municipal Electric Association (MMEA) to share the lessons learned and best practices with other municipal utilities within the state in an effort to improve the resiliency and outage response of all municipal utilities in Michigan.	Completed
19	Dick Peffley	Perform its own action items 10 through 15 from the BWL December 2013 Ice Storm Outage Report regarding spotters and provide frequent update reports to the BWL Board and Lansing City Council.	Completed
20	Dave Bolan	Provide spotter training at least two times per year at a very minimum, once in the spring and once in the fall for respective storm events.	Completed
21	Dave Bolan	Survey several Michigan utilities to determine the industry best practice regarding the BWL "bird dogs" assisting mutual assistance crews.	Completed
22	Nick Burwell	Integrate the BWL's Outage Management System (OMS) into an Emergency Operation Plan and test the system to its maximum capacity as recommended by the CRT.	Completed
23	Nick Burwell	Create a contingency process that will provide guidance to BWL staff in the event the OMS is not operational during an outage or catastrophic event.	Completed
25	Dave Bolan	Continue a rigorous tree trimming program and develop tree trimming practices that include overhead branch removal and hazardous tree removal.	Completed
26	Dave Bolan	Develop inspection procedures to ensure that companies who lease space on poles are clearing around communication lines.	Completed
27	Dave Bolan	Develop a comprehensive and transparent inspection and preventive maintenance plan that includes all equipment critical for maintaining system reliability.	Completed and ongoing
28	Dave Bolan	Study all grid modernization and two-way communication technologies to develop a capital investment plan that maximizes reliability and customer benefit.	Completed and ongoing
29	Dave Bolan	Continue to invest in assets that increase the overall strength and resiliency of the electric system when replacing assets that are at the end of their useful life.	Completed and ongoing
30	Dave Bolan	Study its poorest performing distribution power lines to determine the costs and benefits of undergrounding such lines as compared to other options aimed at increasing reliability.	Completed and ongoing

BWL 54 Items Completed or Ongoing

Item #	BWL 54 Items	Status
1	The BWL will include its distribution plan in its annual table top tests designed to stress its emergency response and will use the results to continually improve its emergency plans	Completed
2	The BWL will consider implementing a set of triggers into its distribution plan.	Completed
3	The BWL will consolidate its Transmission and its Distribution emergency response plans into one document.	Completed
4	The BWL will investigate the benefit of collaborating with other Michigan utilities to track and estimate the impact of inclement weather.	Completed
5	Based on the BWL's experience with the impact of the ice storm, the BWL will make use of additional secondary role employees and these roles will be discussed in subsequent sections.	Completed
6	Most utilities have not found placing overhead lines underground to be cost effective. Instead reviewing maintenance practices and construction standards seems to be a more reasonable method for improving the resiliency of the BWL's distribution system. However, for those customers who want and are willing to pay for undergrounding existing services, the BWL will provide the service	Completed
7	The BWL will strictly adhere to a 5 year trimming cycle and is in the process of modifying its tree trimming standards and procedures to remove all branches located above distribution lines and better protect its lines during a major storm.	Completed
8	The BWL will begin to use multiple tree trimming contractors and assign work to contractors based on past performance. The contractor with the best record of performance will get a larger portion of the work. Recently, the BWL temporarily increased the number of tree trimming crews under contract to eighteen. Completed: Purchasing is working to finalize the agreements with Asplundh and Alpine for tree timing services.	Completed
9	The BWL will publish the contact information for its supervisor responsible for trimming scheduling so customers can contact the Manager directly with questions or complaints regarding tree trimming procedures and workmanship.	Completed
10	The BWL is in the process of carefully reviewing spotter duty during the ice storm and determining how many additional trained spotters would be needed to efficiently secure down lines and provide timely damage assessment during an event with the destructive impact of the ice storm. Based on this analysis, the BWL will survey its staff for additional personnel who would be suitable for spotter duty and train personnel for both spotter and damage assessment duty.	Completed and ongoing
11	The BWL will also utilize retired line workers to perform damage assessments and serve as spotters.	Completed
12	The BWL will consider contracting with electric service firms for damage assessment services to supplement its own staff.	Completed

BWL 54 Items Completed or Ongoing

Item #	BWL 54 Items	Status
13	The BWL is developing common reporting forms and methods to be used by all spotters and damage assessors and will stress the importance of adhering to these during the annual training sessions.	Completed
14	The BWL will evaluate the use of damage predictive tools to determine if these tools could help in assessing possible damage earlier in a storm's approach.	Completed
15	The BWL will remind customers that lines marked with red and white tape are power lines and the tape indicates that the BWL is aware that the line is down. The BWL will publish this information on its website and Customer Connections newsletter.	Completed
16	The BWL has expanded the number of utilities and non-utility electric service contractors with which it has mutual aid agreements or service contracts. The list is shown below. Existing Agreements• Michigan Municipal Electric Association (35 Municipal Utilities)• Consumers Energy New Agreements• American Public Power Association• Asplundh• Kent Power• Hydaker-Wheatlake• FEMA Mutual Aid (Upon a Declaration of a State of Emergency) Pending Agreements• DTE Energy (Under Negotiations)These agreements both increase the number of potential crew sources and provide geographical diversity as well. For example the APPA agreement would enable the BWL to bring crews in from a number of different states. In the event of a declaration of emergency, the FEMA agreement would allow the BWL to bring in crews from nearly anywhere in the United States.	Completed
17	The BWL is in the process of hiring 3 additional line workers and an additional dispatcher to supplement its workforce and to help manage crews during the restoration process.	Completed
18	With the addition of 3 line workers, an additional dispatcher, more trained spotters, and the new mutual aid agreements the BWL has tripled the number of line crews that are available for immediate deployment and can be used safely and efficiently during a major outage event.	Completed
19	The BWL does update its critical and public safety lists periodically to ensure that it is up to date and complete. The BWL will share its overall restoration plans with local public officials so that they can be kept up to date on the BWL's restoration plans. If another catastrophic storm does occur, local officials will be better able to respond to citizen inquiries regarding the restoration progress. T&D plans updated 6/30/14 Critical facilities list updated 8/26/14. Consolidation of BWL emergency plans within 120 days of Emergency Director hire. Coordination of BWL consolidated plan with local officials expected to be completed within 180 days of Emergency Director hire.	Completed
20	The BWL will review it's storm inventory based on the recent ice storm.	Completed
21	The BWL will investigate connecting its line truck laptops to its OMS system as a tool to assist crews with storm responses.	Completed

BWL 54 Items Completed or Ongoing

Item #	BWL 54 Items	Status
22	The BWL has resolved the matters related to the OMS functionality. The conductor cuts are now operational and the OMS performs to design standards.	Completed
23	To avoid this situation with other outage tools that may be employed in the future, the BWL will conduct annual stress tests of all its restoration tools including, but not limited to the OMS, outage call in number, Customer Service Center, and Communications plans.	Completed and ongoing
24	The BWL is moving forward with a project to implement smart grid and smart meter technology, which will allow it to identify individual customer outages. It will also develop a policy that will allow customers to “opt out” of smart meter use. c. customer communications:	Completed and ongoing
25	The BWL is hiring additional call center staff.	Completed
26	The BWL has implemented a process to assure call forward to the 877 number occurs during large outages. This will allow CSR and supporting staff to concentrate on line down, voice mail and other communications mediums.	Completed
27	The BWL will trigger the IVR in the 877 system to direct non-matched callers to voicemail during major outage events.	Completed
28	The BWL has reconfigured the Call Center to send messages in the voice mailbox to CSR's automatically.	Completed
29	The BWL is aggressively advertised the 877 number for outages including all available communications mediums, like magnets, social media, BWL Website, and other customer communications.	Completed
30	During a major outage, the BWL Call Center staff will focus their efforts on responding to email, texts, Facebook, Twitter, and voicemails left on the outage reporting system with the goal of responding to storm related inquiries in a timely fashion. The BWL has expanded the number of employees in secondary storm roles to assist with these customer service functions.	Completed
31	The BWL will ensure that the distribution plan weather forecasting and storm preparation function include employees who are directly or indirectly, through secondary roles, responsible for customer service. This, along with other changes, will assure that the BWL can respond to customer inquiries promptly.	Completed and ongoing
32	The BWL is working with the 877 vendor to provide additional methods for customers to be identified or matched when calling in to report an outage. This will include using the last digits of an account number or social security number.	Completed
33	The interface between the 877 number and the OMS has been fixed and alarms will be added on each system to alert staff of any problems in the future.	Completed
34	The BWL has added text outage reporting to the 877 system to offer customers another method for reporting outages.	Completed

BWL 54 Items Completed or Ongoing

Item #	BWL 54 Items	Status
35	The BWL is working on a method to provide quicker updating of customer data from BWL system to 877 system. This is intended to provide better matches of customers to service addresses.	Completed
36	The BWL is working to improve its ability to automatically call back customers and provide them with updated outage information.	Completed
37	The BWL will continue its enhancements to its phone system. The enhancements will use newer technology to increase Internet bandwidth, increase available phone lines, and make the system fully redundant across the BWL private city-wide network. This upgrade will allow the system to dynamically increase the number of available lines to the call center during a large outage, using many of them to forward calls to the 877 vendor site which is designed for large volumes.	Completed
38	The BWL has increased the TFCC voice mailbox size to 8,000 messages and is in the process of contracting with another vendor to assist in responding to voice mailbox messages during a large outage.	Completed
39	The BWL is investigating a separate site created just for outage information (including outage maps). This will help ensure that the BWL's outage website will be available to customers in the event that a catastrophic outage disables the BWL's main website.	Completed
40	BWL has tested and established a redundant external email system	Completed
41	The BWL has developed a temporary web-based outage map for its website. The BWL is also working with a local vendor for a permanent outage map linked directly to the BWL's OMS system. Phase I of the project covering functionality has been completed and development is underway. Phase I is Scheduled for completion soon.	Completed
42	In Phase II of the project, the BWL plans to continue enhancements to all of its Information Systems that interact with customers. The next phase of the outage map product for BWL will include further interaction with our customers, allowing them to identify themselves to learn if our system shows them specifically out as well as possibly reporting an outage through the map system to our OMS system. Other enhancements and features are being evaluated.	Completed
43	In addition to using Twitter and Facebook, the BWL is investigating the use of Nixle to communicate outage and other information to its customers.	Completed
44	The BWL will work with customers and local officials to determine how to make local officials aware of seniors, customers with medical alerts, and other vulnerable populations during extended outages.	Completed
45	The BWL will be more proactive informing customers of where their responsibility for service ends, the service mast, and the BWL's begins.	Completed

BWL 54 Items Completed or Ongoing

Item #	BWL 54 Items	Status
46	The BWL will maintain a list of qualified electricians who can repair service masts and the BWL will help customers finance the cost of mast repair by allowing customers to pay it off on their bill over a one year period without interest. A list of qualified electricians will appear on the BWL's website.	Completed
47	During events like the ice storm, the BWL will work with local organizations to maintain warming centers in the winter and cooling centers in the summer for Lansing area residents.	Completed and ongoing
48	As an integral part of the Lansing community, the BWL will work with other organizations to respond to crisis that may affect mid-Michigan in the future. The BWL is supporting work by The Power of We and others to help empower neighborhoods to react to any type of emergency. The BWL pledges to be a part of that coalition and play its part in protecting the Lansing community and to meet with neighborhood associations to explain the BWL storm response plans and listen to their concerns and questions.	Completed and ongoing
49	Since ice storm outage restoration, the BWL's service territory has experienced a number of severe winter weather events, and four separate outage events ranging from 100 outages to 7,400 outages. In all of the severe weather events, the BWL has posted, on all communications channels, at least two days prior to the forecasted weather, warning customers about the impending storm and directing them to call the BWL "877" outage number if they lost power. The BWL has also continuously posted updates, cold weather safety tips, and City of Lansing updates.	Completed
50	During outages, the BWL has acknowledged the time the outage began, the number of outages, the cause of the outage, the geographic area of the outage that can be found on the outage map, the projected time of restoration, and full restoration all clear.	Completed
51	Communication improvements have been noted on Facebook and Twitter with positive comments by our customers.	Completed
52	The BWL has retained the communications firm of Martin Waymire to help develop a crisis communications plan based on an examination of best practices across the utility industry to make sure it has a strong crisis communications protocol in place in the very near future. Martin Waymire will also assist during emergencies if needed. In the meantime, the BWL has a working interim crisis communications plan.	Completed
53	The BWL has also hired a social media specialist, a newly created position. The social media specialist will help develop strategies on how to best communicate with our customers over all social media channels.	Completed
54	The BWL will provide information to state and local officials on a regular basis. During an event like the ice storm, it will assign a liaison to state and local officials to answer questions that they may have from their constituents.	Completed and ongoing












CRT/MPSC Board of Commissioners Recommendations

Item #	Lead	Recommendation	
CRT 63	LBWL Board of Commissioners	Hire an "operational auditor" to conduct annual performance audits of the BWL operations and planning;	The Board considered this recommendation at its July 2014 Committee of the Whole Meeting, assigned Internal Auditor to make a proposal, but chose not go forward with the recommendation.
CRT 64	LBWL Board of Commissioners	Establish a standing committee for review of, and contract with outside expertise for, an annual operational audit.	The Board considered this recommendation at its July 2014 Committee of the Whole meeting, deferred consideration, but later chose not go forward with the recommendation.
CRT 65	LBWL Board of Commissioners	Institute a training process for all board members in Carver or other Policy Governance Model. Implement and use the model and continue the training on an ongoing basis.	Completed. Training was conducted on the Carver model on October 28, 2014. As an ongoing response, the Board will be provided with the opportunity for updates and refresher training periodically.
CRT 66	LBWL Board of Commissioners	Request the City to consider provision to the BWL Board of expense reimbursement and/or some minor stipend for attendance.	Completed. The Board considered this recommendation at its July 2014 Committee of the Whole Meeting, deferred consideration of the proposal, but chose not to request a stipend or expense reimbursement.
CRT 67	LBWL Board of Commissioners	Create a Local Government Liaison Committee of Board members and local government representatives from remaining governments, which will meet quarterly to review service-related issues and to recommend changes, improvements, and innovations AND the Board must institute a clear process for plenary and due consideration and action on the Committee's recommendations;	Completed. The Board considered this recommendation at its July 2014 Committee of the Whole meeting and created an Ad Hoc committee to make recommendations on implementing this CRT recommendation. Beginning with the August Committee of the Whole meeting, the Board invited representatives of local governments to address issues to the Board as a regular agenda item of the COW meetings. Also, on November 4, 2014, Lansing voters elected to change the City Charter to include three non-voting representatives to the Board from surrounding communities in which the BWL provides services.
CRT 68	LBWL Board of Commissioners	Request an opinion from the Lansing City attorney to clarify whether an ordinance or City Charter amendment could establish an expanded Board to include non-Lansing residents, to represent the municipalities within the BWL customer area.	Completed
CRT 69	LBWL Board of Commissioners	Urge the involved governments, the City of Lansing and the City of East Lansing and all townships with residents within the BWL customer area to meet and discuss the concept of representation on the BWL Board. These discussions must focus on the need for regionally developed and implemented plans for emergency response and for resiliency.	Completed
CRT 70	LBWL Board of Commissioners	Create and drive the system for implementation of the Internal Report and the CRT Report.	Completed
CRT 71	LBWL Board of Commissioners	Recommend to the City a "Best Practice" for recruiting new board members. Not only those that may represent certain areas that they serve, but recruit to needs of expertise, including, as examples only, an engineering background, business background or security background.	
MPSC 7	LBWL Board of Commissioners	Adopt Service and Reliability Standards similar to those ordered by the Commission in Case No. U-12270 (R 460.732), and include a customer catastrophic outage credit (R 460-744 - R 460.746), as well as comparable rules to the Unacceptable Levels of Performance for Electric Distribution Systems by regulated utilities (R 460.721 - R 460.724).	Completed. Standards have been adopted for relieving non-utility personnel of wire down duty, distribution performance standard, customer call answer time, call blockage factor, annual reliability report, and credit for catastrophic storm outage.

CRT/MPSC City of Lansing Recommendations

Item #	Lead	Recommendation
CRT 18	City Government	Consider amendment of the City Charter to clarify the powers of the Mayor and to provide the Mayor executive authority over the BWL during disasters or emergencies
CRT 21	City Government	Consider fully integrating BWL employees into the City EM structure.
CRT 24	City Government	That all units of government within or partially within the BWL customer service area review their emergency operations plans to include a process for assessing the need for an anticipatory emergency declaration.
MPSC V.	City Government	The MPSC recommends that the Mayor of the City of Lansing, as the appointing authority to the Board, should appoint new member(s) with expertise related to the duties of the BWL.

CRT Remaining Recommendations

Item #	Task Name	Start	Finish	Q1 '13	Q1 '14	Q1 '15
5	Recognize its role to assist Regional, City and Township Emergency Management in disaster response by implementing all of the following	Tue 2/18/14				
5c	Assure that all operations employees receive basic NIMS training.	Tue 2/18/14	Tue 6/30/15			
33	Maintain and retain all information developed during restoration operations, including all forms of communications. Retaining this information will assist post restoration analysis, enhance institutional retention and uses of valid lessons learned, and	Tue 2/18/14	Tue 6/30/15			
34	Information to be retained should include:	Tue 2/18/14	Tue 6/30/15			
a	A full log of the operations/restoration center input (phone calls, emails, radio messages, etc.), including identification of individuals sending and receiving, during the event.	Tue 2/18/14	Tue 6/30/15			
b	A full log of output, as in #1 above.	Tue 2/18/14	Tue 6/30/15			
c	Set of maps, optimally GIS, depicting the stages of the event, including at least, the initial outage area and affected components and customer zones, and stages of restoration sufficient to recreate the series of restoration actions leading to full resto	Tue 2/18/14	Tue 6/30/15			
d	Full log of personnel engaged in restoration activities.	Tue 2/18/14	Tue 6/30/15			
e	Full log of components and equipment used. This, optimally, would differentiate between components initially/originally identified for the restoration and those identified during the event based on discovery of event damage.	Tue 2/18/14	Tue 6/30/15			
f	Log of field engineer actions; optimally with enough specificity to distinguish technical actions vs. administrative actions.	Tue 2/18/14	Tue 6/30/15			
35	Retain this documentation in a form that enables efficient use, recall, and reuse, and in a format that is compatible with performing the same series of retention actions for future events; i.e., not a 'one time' storage, but with future use and compariso	Tue 2/18/14	Tue 6/30/15			
81	Hold an Annual Meeting of Stakeholders, with explicit invitations and opportunities for public debate on innovation and strategy.	Tue 2/18/14	Tue 6/30/15			

MPSC Remaining Recommendations

Item #	Task Name	Start	Finish	Timeline						
				Q4 '13	Q1 '14	Q2 '14	Q3 '14	Q4 '14	Q1 '15	Q2 '15
4	Develop metrics that allow the BWL to analyze the performance of all reliability investments.	Tue 2/18/14	Tue 6/30/15							
5	Develop an annual reliability report that can be publicly available.	Tue 2/18/14	Tue 6/30/15							
6	Develop an annual reliability spending report that focuses on current and future reliability project spending and analyzes customer benefits and the overall effectiveness of reliability projects.	Tue 2/18/14	Tue 6/30/15							
17	Voluntarily report to MPSC Staff when outages affect more than 10 percent of its customers, when a significant event affects the operation of its system, or when there is loss of power to a critical facility or critical customer.	Tue 2/18/14	Tue 6/30/15							
18	Keep the BWL Board and Lansing City Council continually informed on mutual assistance agreements should any contracts expire or have cause to be amended.	Tue 2/18/14	Tue 6/30/15							
24	Develop a procedure to collect system outage data during and post storm events for future reliability analysis.	Tue 2/18/14	Tue 6/30/15							

RULES AND REGULATIONS UPDATE

For Fiscal Year 2016

Electric, Water, Steam and Chilled Water

- Revision of Rule 2, **General Provisions**, *General Provisions*
 - Address change to current location at Haco Drive
- Revision of Rule 8.2, **Dispute and Hearing Procedure**, *Hearings*
 - Address change to current corporate location at S. Washington Ave.
- Revision of Rule 10.2 (Chilled Water & Steam) & 11.2 (Electric & Water), **Services**, *Application for Service*
 - Address change to current location at Haco Drive
- Revision of Rule 12 (Chilled Water & Steam) & 15 (Electric & Water), **Schedule of Fees & Charges**

Electric

- Revision of Rule 7.1, **Responsibility for Payment of Bills**, *General*
 - Date change to coincide with PA95 dates
- Revision of Rule 11.3, **Services**, *Temporary Service*
 - Temp service can be included in construction costs
- Revision of Rule 11.7, **Services**, *Commercial and Industrial Underground Services*
 - Clarify who provides terminal lugs for underground service
- Revision of Rule 13.2, **Use of Board Equipment**, *Authorized Attachments*
 - Pole attachment process to be outlined in new 3rd party joint use permit policy

Water

- Revision of Rule 5.5, **Metering**, *Meter Calibration Request*
 - Clarification of existing rule

Steam

- Revision to Rule 5.2, **Metering**, *Sizing/Installation/Ownership*
 - Deleted *and master trap* to eliminate conflict with previous sentence
 - Addition of language allows BWL to continue to provide accurate steam metering

Chilled Water

- Revision of Rule 3.2, **Service Conditions**, *Description of Service*
 - Service parameters are variable, depending on location and loads. Each new service must be engineered individually, and the existing rule restricts the BWL's ability to do so.



Rules and Regulations For Electric Service

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Definitions of Terms and Their Abbreviations

- AMPERE – Unit of electrical current.
- ANNUAL REVENUE – Board estimated income received from a Customer or a group of Customers for a twelve (12) month period, less sales tax, franchise fees and other fees earmarked in the rates.
- BOARD – When used in these Rules and Regulations, Board is an abbreviation meaning the Board of Water and Light.
- BORING – To pierce the ground with a turning or twisting movement of a tool to make a hole for pipes, cables etc.
- CUSTOMER – A purchaser of electrical service supplied by the Board.
- DEMAND – The load at the terminals of an installation or system, averaged over a specified interval of time. Demand is expressed in kilowatts, kilovoltamperes (kVA) or other suitable units.
- DISTRIBUTION LINE – That portion of the Board's system which delivers Electric Power from transformation points on the transmission or bulk power system to the Customer.
- DUAL WOUND TRANSFORMER – A transformer whose primary windings are so designed and interconnected so that the transformer has the full rating capability to operate on either of two different Primary Voltages.
- 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.
- ELECTRIC POWER – A term used in the electric power industry to mean inclusively power and Energy, expressed in kilowatts and kilowatt-hours.
- ENERGY – That which does or is capable of doing work. It is measured in terms of the work it is capable of doing; electric energy is usually measured in kilowatt hours.
- FACILITIES – A general term which includes devices, associated structures and the like, used as a part of or in connection with an electric installation.
- HERTZ – (Hz) – Cycle per second.
- HIGH-RISE HOUSING STRUCTURE – A building in excess of three stories in height comprised primarily of several individually metered residential Rate Customers.
- HORSEPOWER (hp) – Unit of mechanical power equivalent to 746 watts of electrical power.
- KILO (k) – Prefix meaning one thousand.
- KILOVOLTAMPERE (kVA) – Unit of apparent electrical power which at 100% Power Factor is equivalent to one kilowatt.
- KILOWATT (kW) – Unit of electrical power representing rate of usage of Energy, equivalent to about 1¹/₃ Horsepower.
- KILOWATT-HOUR (kWh) – Unit of electrical Energy equivalent to the use of one kilowatt for one hour.
- LOAD – The amount of power or kilovolt amperes delivered at a given point.
- MAIN LINE TRENCH – A Trench in which Primary Voltage Distribution Lines are installed.
- MOBILE HOME COURT – A mobile home court is defined as a parcel or tract of land upon which three (3) or more mobile homes are located and occupied on a continuous non-recreational basis. The mobile

home court shall be of a permanent nature with improved streets and with individual water and sewer connection to each lot.

MULTI-DWELLING STRUCTURE –A building containing 5 or more Dwelling Units, including but not limited to apartments, condominiums or senior housing projects.

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

POWER FACTOR (P.F.) – Ratio of kilowatt power to kilovoltampere apparent power, expressed in %.

PREMISES – A building and its grounds.

PRIMARY VOLTAGE – Nominal voltage of 601 Volts to 15,000 Volts.

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

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

RESIDENCE (also residential) –Shall include one family, two family and Multi-Dwelling Structures containing three or more individual Dwelling Units, but not including High-Rise Housing Structures.

RISER POLE – Pole where the transition takes place between underground and overhead Facilities. May be primary or secondary.

SECOND SERVICE – Additional service of substantially the same characteristics usually supplied from the same source.

SECOND SOURCE – Additional source of substantially the same characteristics supplied from a separate electric Distribution Line.

SECONDARY VOLTAGE – Nominal voltage of 600 Volts or less.

SERVICE ENTRANCE CONDUCTORS – The Customer-owned conductors between the Customer’s main disconnecting device and the termination of the Board’s service conductors.

SERVICE LIMITER - Device used to minimize electric consumption by way of restricting amperage.

SERVICE LOCATION – The point at which the Board has agreed to provide electric service.

TRANSMISSION SYSTEM – That portion of the Board’s system which delivers Electric Power with a nominal voltage of 138,000 Volts.

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

VOLT – Unit of electrical force.

General Provisions

Copies of the Board's [Rate](#) Schedules for electric service are open to public inspection at the Board's offices and are available on the Board's Internet Web site www.lbw1.com or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light, Utility Services, [1232 Haco Drive](#)~~730 East Hazel Street~~, Lansing, Michigan 48912.

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

Electric service will not be supplied to new or remodeled buildings until such installations have been inspected and approved by the appropriate inspection authority and are in accordance with these Rules and Regulations.

Before purchasing equipment or installing wiring, the Customer should contact the Customer Projects and Development Department of the Board to determine the characteristics of the electric service available at the [Premises](#), since all voltages may not be available. The Customer Projects and Development Department will inform the Customer of the Board's requirements, which must be fulfilled by the Customer, in order to receive electric service.

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

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

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

Service Conditions

1. Character of Service

The Board supplies 60 [Hertz](#) alternating current throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply of electric [Energy](#) and to maintain voltage and frequency within reasonable limits.

The Board shall not be liable for interruptions in the service including without limitation, phase failure or reversal, or variations in the service characteristics, including but not limited to variations in frequency and voltage or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties, operation of safety devices, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, [Facilities](#) or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry, act of God; war; action of the elements, storm or flood, fire, riot, sabotage, labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

Notwithstanding any other provision of these rules, the Board may interrupt, curtail or suspend electric service to all or some of its Customers in accordance with the provisions of the Board's Emergency Electrical Curtailment procedures or as necessary to protect the health, safety and welfare of its employees or Customers, or the reliability of its Electric Distribution System. The Board shall be under no liability with respect to any such interruption, curtailment or suspension.

2. Description of Service

A. Available Voltage

- (1) Single phase 120/240 [Volt](#), three wire service is available for lighting and miscellaneous requirements. At the Board's option single phase 120/208V, three wire service may be made available.
- (2) Combined lighting and power service at 120/208 Volt, three phase, four wire; 120/240 Volt, three phase, four wire; or 277/480 Volt, three phase, four wire may be made available at the Board's option.
- (3) Three phase power service at 240 Volts, three wire, or 480 Volts, three wire, may be made available for Customers desiring a separate power service. The Board is not required to provide more than one lighting and one power service or one combined lighting and power service to a Customer's [Premises](#). In cases where the Board permits a separate power source, the Customer shall pay the cost of providing this additional requirement.
- (4) If a Customer requires a three phase voltage different from the established voltage in the area, it may be furnished at the Board's option. In such cases, the Customer shall pay all extra costs involved. In the case where there is more than one established voltage in the area, the Board shall determine which voltage will be furnished and any applicable costs as determined by [Rule 10](#), [Rule 11](#) and [Rule 15](#).

- (5) [Primary Voltage](#) service is also available for Customers whose [Demand](#) is 100 kW or more. The Board shall determine the particular Primary Voltage available. All equipment necessary for the protection of the customer’s equipment, the control of the electricity and utilization of service by the Customer shall be Board approved and shall be located on the Customer’s side of the point of delivery and shall be furnished, installed and maintained by the Customer. Point of delivery shall be at the Board’s electrical service connection to Customer owned equipment. For Customer owned transformer installations larger than those listed below, the Board may require the Customer to furnish, install and maintain special primary protective equipment.

Primary Voltage (Phase to Phase)	Combined Transformer – 3 phase kVA
4,160 V	500 kVA
8,320 V *	1,000 kVA
13,200 V	2,000 kVA

* This voltage is only available for existing Customers currently receiving this voltage.

- (6) Service shall be provided at voltages specified in this Rule 3. Customer will be responsible for making any voltage modifications beyond the [Service Location](#) for equipment requiring a voltage different from this Rule 3.

B. Dual Voltage Transformers

All Customer owned transformers installed in an area that is not currently served by 13,200 V distribution voltage will be required to be dual wound. In such cases, the Board may share in qualified additional costs of such [Dual Wound Transformers](#).

C. Agreements

The Board may 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 electric service construction.

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

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

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

D. Material Availability

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

Use of Service

1. General

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

2. Access and Damages

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

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

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection including, but not limited to, reasons such as Premises being locked, meter being inaccessible, or unsafe conditions, then after due written notice to the Customer, the electric service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval, and the Customer has paid the appropriate [reconnection fee](#) as stated in Rule 15.

3. Customer Equipment

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

The Customer shall install and maintain the necessary devices to protect Customer owned equipment against service interruptions, phase loss, variations in voltage and other disturbances on the Board's system, as well as the necessary devices to protect the Board's Facilities against overload caused by the Customer's equipment.

4. Power Quality

The Customer shall use the service as not to cause interference, affect voltage, affect frequency, add harmonics, or otherwise cause other disturbances to the Board's system or another Customer's service. If the Board notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within the Board requested timeframe, the Board will discontinue

service until the Customer has remedied the situation and has paid fees for Investigations and Reconnections under Rule 15.

The Customer will be charged for all costs associated with alterations to the Board's system required to continue proper operation of the Board's system in conjunction with the Customer's equipment. In determining the existence of disturbances, the Board will rely on the latest revision of Standard 519, IEEE Recommended Practices and Requirements for Harmonic Control in [Electric Power](#) Systems. The Board may also use other appropriate standards or criteria in determining disturbances to the Board's system.

5. [Power Factor](#)

The Board is not obligated to furnish service to loads with a Power Factor of less than eighty-five percent (85%) whether newly installed, reconnected or moved to another location. The Customer will be required to provide, at no expense to the Board, suitable equipment for improving the Power Factor to at least eighty-five percent (85%).

6. **Tampering**

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

7. **Discontinuation of Service**

Service may be voluntarily or involuntarily disconnected.

A. Voluntarily

- (1) Service may be voluntarily disconnected per 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 the Board as soon as possible that service was not completely disconnected. The Board is unable to confirm that service has been completely disconnected without a representative present at the time of disconnection. Consequently, the Board is not responsible for any property damage that results from an incomplete shutoff. The Customer is responsible to advise the Board if the shutoff was not entirely effective.
- (2) Requests for temporary discontinuation of service for purposes such as winterization or seasonal occupancy shall be subject to a reconnection fee as stated in Rule 15 to cover the costs of restoring service.
- (3) Service may be voluntarily permanently disconnected, for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination.

B. Involuntary

- (1) Noncompliance with applicable Rules and Regulations;
- (2) Noncompliance with Municipal, State and or Federal law; or
- (3) Issuance of a Court Order

Metering

1. General

All [Energy](#) sold to Customers shall be measured by commercially acceptable measuring devices owned and maintained by the Board except where it is impractical to meter, such as street lighting and temporary or special installation, in which cases the consumption may be estimated.

2. Installation/Ownership

The Customer shall be responsible to install, own and maintain a metering enclosure(s). Meter enclosures may be furnished by the Board. The Board shall provide, own and maintain self-contained meter(s) and Potential and Current Transformers. The customer shall furnish, install, own and maintain all other service equipment, and all wiring and conduits, from the weatherhead of an overhead service connection and from the point of service of an underground service connection.

3. Equipment Location

- A. The Customer shall provide, at no expense to the Board, a space/enclosure suitable to the Board for the installation of the necessary metering equipment. The Customer shall also furnish the space and the provisions for mounting current and potential transformers to meet Board requirements. Where the Customer desires to utilize a [Board standard current and potential transformer enclosure](#), the Customer shall make a payment as specified in Rule 15. Inquiries regarding installation requirements and equipment approval should be directed to the Customer Projects and Development Department.
- B. The Board requires that the metering equipment for all residential and, where practicable, commercial and small industrial Customers be located outdoors on the Customer's building or structure. The meter shall be located within service pedestal line of sight and at the nearest point of attachment as practicable. The meter shall be located on the same half of the dwelling as the service pedestal and the service shall not pass under a driveway. Meters in existing indoor installations that are to be rearranged so as to affect the [Service Entrance Conductors](#) or service equipment shall be changed to outdoor installations where suitable locations are available.
- C. The Board must approve the mounting of metering equipment indoors in those cases where there is no suitable outdoor location. Indoor locations must be as near as practicable to the point where the [Service Entrance Conductors](#) enter the building. Interior walls, panels or meter boards on which meters are mounted shall be rigid and free from vibration and shall be located in a clean and dry part of the building.
- D. Meter sockets, meter connection boxes and instrument transformer enclosures shall not be used as junction boxes for supplying Customer's branch circuits or grounding conductor termination, and no wiring other than service entrance and bonding conductors shall be run through this equipment. Metered conductors from different meters shall not be placed in the same raceway between the meter and the main disconnect device.
- E. The height of single line meter settings shall not be less than four and one-half (4½) feet nor more than five and one-half (5½) feet above finished grade or floor level.
- F. When using stacked multiple meter socket panels, the lowest meter shall not be less than twenty-four (24) inches from the floor for indoor locations. For outdoor locations, the installed meter centerlines shall be a minimum of thirty (30) inches from finished grade, and

a maximum of seventy-two (72) inches from finished grade, and shall be limited to a maximum four (4) meter stack.

4. Multiple Occupancy Buildings

The metering and Customer's service equipment for multiple occupancy buildings where several floors, apartments, stores, etc. are rented separately should be grouped in a common meter room, public hallway or some other Board-approved location where they will be accessible at all times to Board authorized personnel or agents of the Board. Metering equipment in multiple occupancy buildings shall be plainly marked with metal tags or neat lettering and/or numerals identifying the portion of the building served. Such identification shall be the responsibility of the building owner.

5. Meter Calibration Request

Upon customer request and subject to applicable fees in Rule 15, the BOARD may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus 2%. Inaccurate meters will be repaired or replaced.

6. Damaged Meters

- A. The Customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage by owner or his tenants. The Board will repair or replace any meter so damaged, and the cost shall be billed to the Customer.
- B. A customer requesting service in a location where the Board has an existing Service Connection, and the meter is missing, broken, or otherwise inoperable, a Meter Replacement Fee shall be applied in accordance with Rule 15.

7. Rate 5 and 8 Meter Installations

After July 1, 2002 all Customers selecting [Rate 5](#) or [Rate 8](#) may, at the Board's discretion, be required to install a phone line with active service to the meter enclosure in accordance with Board standards. The Customer shall be responsible for installation, maintenance and ongoing costs of the phone line. The Customer shall notify the Board of any phone number changes. The Board may impose a [Meter Non-compliance Charge as specified in Rule 15](#) for each month the Customer has not complied with the requirements of this Rule 5.6.

Application of Rates

1. General

Residential Rates are based on the Board providing only one lighting service to a residential building or structure. All other Rates are based upon the Board providing only one lighting and one power service or one combined lighting and power service for the total requirements of each separate building or structure of the Customer, unless otherwise provided for in these Rules and Regulations. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable [Rate](#) Schedule.

2. Resale

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

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

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

The owner or operator providing the resale shall be responsible for testing each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained within 2% for non-Demand meters and within 1% for Demand meters. Meters shall be tested only by outside testing services or laboratories approved by the Board.

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

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

The reselling owner or operator shall supply each occupant with an electric system adequate to meet the needs of the occupant with respect to the nature of service, voltage level and other conditions of service.

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

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

3. Choice of Rates

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

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

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

4. Reactive Power

General Service Rates that include a capacity charge ([Demand](#) Rate) may be subject to an adjustment for a reactive power charge based on registered reactive kilovolt [Ampere](#) hours (kVARh) during the billing period. All [Primary Voltage](#) installations will include kVARh metering to determine the reactive power charge.

The Board may require all or any [Secondary Voltage Demand Rate](#) Customers whose maximum Demand is 100 kW or more for six (6) months out of any one twelve (12) month period to install a kVARh meter for reactive power adjustment. Secondary Voltage Demand Rate Customers whose Demand is less than 100 kW may be tested with portable kVARh metering equipment to determine if permanently installed kVARh metering is justified. The Board may determine the average [Power Factor](#) by test and apply a reactive power charge. Customers who install Power Factor correction equipment may request that kVARh metering be installed.

5. Space Conditioning-Electric Water Heating Service

Space Conditioning-Electric Water Heating Service [Rate](#) No. 12 is available to commercial and industrial Customers for space conditioning and water heating service as specified in the

availability clause in the [Rate Schedule](#). Other uses of electricity at the [Premises](#) will be billed using an appropriate secondary General Service Rate.

6. Mobile Homes in Courts – Individually Served

Service to new [Mobile Home Courts](#) and expanded service to existing Mobile Home Courts shall be provided through individual tenant metering.

Ordinarily, electric service to a mobile home shall be in the name of the occupant; however, service to lots designated for occasional or short-term occupancy shall be in the name of the owner of the [Mobile Home Court](#) or an authorized representative. For rules covering installation of electric distribution and services for mobile homes in courts, see [Rule 10.1.L](#).

An individually served mobile home used as a [Residence](#) will qualify for an appropriate residential electric service Rate.

7. Apartment Buildings and Multiple Dwelling Structures

1. An apartment building or multiple dwelling structure containing four (4) or less Dwelling Units may elect to be billed on the appropriate Residential Service Rate.
2. Apartment buildings or multiple dwelling structures containing five (5) or more Dwelling Units shall have each [Dwelling Unit](#) separately metered.
3. Apartment buildings or multiple dwelling structures constructed after March 1, 1979 shall have each Dwelling Unit separately metered.

8. Cogeneration and Small Power Production Facility

Customers who utilize cogeneration or small power production equipment as an [Energy](#) source may receive partial or standby service under the following applicable Board Rate Schedules:

Residential Electric Service – Rate 1
General Service – Rate 3
Large General Service – Rate 4
Primary Service – Rate 5
Large Capacity Electric Service – Rate 8

A Customer who installs renewable energy generation connected to operate in parallel with the Board's electric distribution system may elect to participate in the Net Metering program. The credit the customer can receive for energy supplied to the Board's distribution system, will be in accordance with the most current Net Metering program guidelines.

A Customer requesting electric service under this Rule shall enter into a special contract with the Board setting forth terms and conditions of service.

Eligible Customers who elect to sell Energy to the Board will be paid for such Energy at the [Rate](#) specified in the applicable [Rate Schedule](#) as set forth above. When not so specified in the applicable Rate Schedule, the Board will pay for such Energy at a Rate which approximates its avoided costs.

9. Billing Demand

If a Customer's electric Load drops below the minimum Demand requirement of Rate No. 4, 5, or 8 the Board reserves the right to change the billing Rate of this service to another appropriate General Service Rate.

10. Minimum Charges

A minimum charge, as defined by the Rate in effect, shall be applied to all services and billed to the Customer. Where the Customer requests that a service be discontinued, the Board shall deactivate the service by any appropriate means, including without limitation, removing the meter and/or by disconnecting the service from the Board's distribution system.

11. Property Owner-Rental Agent Agreement for Automatic Leave On "ALO" Service:

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

The BWL strongly recommends property owners/landlords enroll their properties in Automatic Leave On services. The BWL is not responsible for the consequences of service interruptions that result from renters/tenants vacating the landlord tenant properties. Automatic Leave On Service allows property owners/landlords to maintain services, be aware when tenants vacate the landlord tenant properties and minimize any potential property damage that may result from service interruptions.

Responsibility for Payment of Bills

1. General

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

In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements. In accordance to State Law, the Board will not shut off electric service to an eligible customer for non-payment on delinquent accounts, November 1 through ~~April 15~~^{March 31}. An eligible customer is defined as an identified senior citizen who is 65 years of age or older, or a low income customer who is currently enrolled in the Winter Protection Payment Plan.

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

A new customer account may not be established for a Service Location if a delinquent customer account holder resides at the same premises (Service Location) as the new customer, unless the balance due and owing for the delinquent customer account holder is transferred to the new customer⁷ account and the new customer agrees to be responsible for the entire balance.

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

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

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

2. Estimated Consumption

Readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual meter readings.

If for any reason all consumption used cannot be registered accurately, the unmetered portion shall be estimated by the Board on the basis of prior consumption or the operating characteristics of the building and equipment.

3. Billing Errors

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

4. Account Security Deposits

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

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

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

- (1) The Customer has deliberately misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents his or her identity.
- (3) The Customer has diverted or interfered, in an unauthorized manner, 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 one or more payments canceled in the last 12 months due to:
 - (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) filed electronic funds transfers
 - (g) or other payment method cancellation
- (6) The Customer has a prior account that is delinquent within the last 6 years.
- (7) Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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

Residential Customers

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

Commercial and Industrial Customers

- (1) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (2) The Customer's bill is paid by a governmental agency.
- (3) The Customer secures a guarantor; the guarantor has an acceptable payment history.
- (4) The Customer provides an acceptable surety bond.
- (5) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at [1201 S. Washington Avenue, Lansing, Michigan 489101232](https://www.lansingbw.com) ~~Haco Drive, Lansing, Michigan, 48912.~~
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.
- C. The Board and the Customer shall:
 - (1) Have the right to be represented by Counsel or other persons of their choice.
 - (2) Have the right to present evidence, testimony and oral and written argument.

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

Sale of Service Facilities

1. General

To qualify for a primary electric service Rate, the Customer must own and maintain all the necessary transforming, primary switching, primary metering and protective equipment required for such service and the entire electrical requirements must be supplied through a Board approved metering installation. This service is offered at the option of the Board and the Customer shall meet the requirements of this Rule 9, [Rule 3.2.A. \(5\)](#) and all electrical codes and Board standards.

Prior to sale or lease of a Board owned installation for a primary electric service Rate, this installation shall be required to meet all applicable electrical codes, which may require the Customer to install additional equipment such as gang-operated disconnect devices and protective devices.

Once the applicable code requirements are met, and subject to Board approval, the Customer will be allowed to purchase or lease the Board owned transformer(s) and associated equipment at estimated fair market value. Upon compliance with the provisions of this Rule 9, the Customer will be placed on the applicable primary electric service Rate.

After date of sale, the Board disclaims any rights or ownership or responsibility for the equipment or Facilities and purchaser accepts the equipment or Facilities as is without warranty either express or implied and, further, the responsibility for any and all replacement, maintenance and/or repair as/or when needed wholly rests with the Customer.

Distribution System Extensions

1. General

A. Request for Distribution System Extension

Rule 10 sets forth the conditions under which the Board will extend overhead, underground or combination overhead and underground electric distribution systems.

B. Ownership

The Board will provide, own, maintain and specify all of its distribution [Facilities](#) including location, except as otherwise expressly provided herein. No ownership rights to Board [Facilities](#) shall pass to any owner(s), developer(s), or Customer(s) by reason of any contribution required hereunder.

A Board owned three phase padmounted transformer shall be installed within 25 feet of a drivable surface suitable for truck access. A drivable surface suitable for truck access shall be defined as asphalt paving, concrete or gravel four season road that is provided by the customer or developer, where the surface is accessible to a driveway, parking lot or public roadway.

C. Nonrefundable Contribution for Underground Extensions

The owner(s), developer(s) or Customer shall be required to make a nonrefundable contribution in aid of construction to the Board prior to construction, to cover the estimated difference in cost between overhead and direct burial underground Facilities.

Residential:

In Subdivisions:

The amount of the contribution shall be computed on the basis of front lot footage as determined by the Board. Where underground distribution system extends through areas within a subdivision that are undeveloped or consists of lots for future use, the front footage measurement of both sides of the street or easement along which the cable extends will be the basis for such contribution. The “[Residential Underground Distribution Extension](#)” charge for this contribution shall be as stated in Rule 15.

Outside Subdivisions:

The amount of the contribution shall be computed on the basis of [Trench](#) footage required and to be installed. The “[Residential Underground Distribution Extension](#)” charge for this contribution shall be as stated in Rule 15.

Commercial, Industrial and [Multi-Dwelling Structures](#):

The amount of the contribution shall be computed on the basis of [Trench](#) footage required and transformer capacity to be installed. At the Board’s option, trench footage required exclusively to establish or maintain the Board’s standard of a highly reliable looped underground system may be excluded from the contribution calculation. The “[Commercial Underground Distribution Extension](#)” charge and “[Transformer kVA Capacity](#)” charge for this contribution shall be as stated in Rule 15.

D. Deposit

The Customer may be required to make a deposit based on the following:

- (1) For Customer(s) to be served within one year:
 - (a) The Board shall require a deposit from the Customer, prior to construction, in the amount that the estimated cost of the distribution extension exceeds one and one-half (1½) times the estimated new [Annual Revenue](#) to be received from the Customer(s). Any nonrefundable contribution in aid of construction made will be credited against the cost of such extension for purposes of this calculation.
 - (b) When serving residential subdivisions, the Board shall require a deposit from the Customer, prior to construction, in the amount that the estimated cost of the distribution extension exceeds one and one-half (1½) times the estimated new [Annual Revenue](#) to be received from the Customer(s) based on up to 1/3 of the lots to be served by the distribution system to be immediately constructed. Upon request and sufficient documentation by the Customer(s), the Board may calculate the estimated new Annual Revenue based on more than 1/3 of the lots to be serviced by the distribution to be immediately constructed. Any nonrefundable contribution in aid of construction made will be credited against the cost of such extension for purposes of this calculation.
 - (c) The Board shall have the final determination of estimating loads, consumption and revenue of distribution extension and services to estimate Annual Revenue.
- (2) For serving Loads of questionable stability or development: A deposit, if required, by the Customer will be based on an evaluation of the Board's recovery of capital cost along with other business related matters. Rule 10.1.C. "Nonrefundable Contribution for Underground Extensions" may not apply to distribution system extensions evaluated under this section herein.

Prior to the installation of a distribution system, the owner(s), developer(s) or Customer(s) who are to make any contribution required hereunder shall be required to enter into a written agreement. The agreement will generally describe the proposed distribution system and set forth the respective obligations of the parties. Such agreements shall be subject in all respects to the provisions of this Rule 10. Each proposed system shall be a separate and distinct unit and any extension thereof shall, if agreed to by the Board, be made the subject of a separate written agreement.

E. Refunds

[Distribution Line](#) extension deposits made with the Board shall be subject to refund without interest during the first five (5) twelve (12) month periods from the date of the written agreement for a distribution system extension as required by this Rule 10.1.D. Refunds will only be made to person(s) making the deposit and shall cease when they equal the amount deposited or at the close of the fifth twelve (12) month period following the month during which the line extension is completed, after which the Board shall have no further obligation to refund any remaining portion of the line extension deposit.

The Board will refund to the party making the deposit:

- 1) \$500 for each additional new residential permanent Customer(s) directly connected to the extension and;
- 2) An amount equal to one and one-half (1½) times the first year estimated [Annual Revenue](#) less the distribution system construction cost for each additional new commercial/industrial permanent Customer(s) directly connected to the extension.

Directly connected Customers are those that do not require the construction of more than 300 feet of primary and/or secondary Distribution Lines. Refunds will not be made until the original Customer(s) or their equivalents are permanently connected to the extension.

F. Economic Development Offsets

Where the Board determines that the distribution system extension will promote development that provides substantial and sustainable economic benefits to its Customers or the Lansing region, the Board will consider an offset to its fees and charges and/or an economic incentive subject to its availability.

G. Easements and Tree Trimming/Removal Permits

Prior to the installation of any distribution system, the owner(s), developer(s) or Customer(s) shall be required to furnish, at no expense to the Board, recordable easements, granting right-of-ways suitable for the installation and maintenance of the distribution system including any street lighting cables and distribution equipment as designed by the Board for present and future service. The owner, developer, or Customer shall also, in a form satisfactory to the Board, grant the Board permission to trim and remove trees as necessary to protect the integrity of its distribution system and the safety and welfare of its employees and the public.

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

H. Non-Standard Equipment

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

I. Non-Standard Construction

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

J. Other [Facilities](#)

The Board may elect to prohibit the construction of sanitary sewers and water Facilities in its easement so that sewer and water connections can be made without undermining electrical ducts or cables. It will be the responsibility of the owner(s), developer(s) or Customer(s) to provide locations of any existing privately owned underground Facilities such as lawn sprinkler systems, field drainage systems, septic tanks, Customer owned electric lines, etc. If privately owned Facilities are not properly located, the Board does not assume responsibility for any damage to these Facilities.

K. Customer Provided [Facilities](#)

Customers who will be served by an underground distribution system and whose [Load](#) requires the installation of a padmounted transformer(s) larger than 500 [kVA](#) shall be required to own, install and maintain a concrete platform(s) constructed according to the Board's specifications.

Where it is necessary or requested to place the Board's pole(s), transformer(s) or other above-grade equipment in an area on the Customer's property which is susceptible to vehicular traffic, it will be the Customer's responsibility to install guard posts to the Board's specifications or the Board will install them on an estimated installed cost basis and charge the customer.

L. [Mobile Home Courts](#)

Underground distribution systems and services for Mobile Home Courts shall be installed under the provisions of this Rule 10 and [Rule 11](#), except that the Board will provide, install and maintain suitable meter supports which will be located along the [Main Line Trench](#) at locations as specified by the Board. The Board will install, own and maintain the entire underground electric distribution system, including the pre-metered portion of the service laterals. The service conductors from the meter to the mobile home shall be the responsibility of the Mobile Home Court owner.

M. Street Lighting

The Board may provide street lighting in areas served directly by its distribution system subject to the governing entity's approval Board approved standards and the Board's Rate Schedules. The governing entity shall be required to sign a Street Light Construct and Billing Agreement.

The Board may provide underground street lighting in areas served directly by underground distribution systems.

- (1) Where applicable street lighting facilities including standards, luminaries, cables and associated facilities will be installed after curb and gutter installation.
- (2) Street lighting facilities will be installed utilizing the direct buried method as described in Rule 10 Section 2 except where applicable per Rule 10 section M.
- (3) Underground conduits shall be installed under all drivable surfaces.
- (4) Where applicable a reasonable effort should be made by the governing entity and its contractor to coordinate the installation of conduits during road and driveway construction.

- (5) Conduits will be installed across all quadrants of intersections where street lights are proposed at locations to be specified by the customer projects engineer. The customer projects engineer may reduce or increase the number of conduits to meet the conditions of the system or site.
- (6) Street lighting underground cables will be installed at a minimum of 12 inches and a maximum of 24 inches behind back of curbs, gutter or drivable surface delineation. Depth of cable is as defined in Rule 10 Section 2. Trenching and Duct.
- (7) Where concrete is continuous between curb and sidewalk and or property line conduits shall be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by the customer projects engineer.
- (8) Standards and poles will be installed 3 feet behind the back of curb or drivable surface and 6 feet from any curb radius or driveway. Exceptions shall be approved by the customer projects engineer.
- (9) Street Lighting facilities installed on State of Michigan Highways or trunk lines will be installed according to the MDOT standards and approvals.
- (10) Roadway traffic signs may be installed on existing street light poles and standards with approval from the governing entity. Installation of signs shall be completed by the governing entity or its approved contractor. Signs shall be installed utilizing Board approved methods and materials and meet all local codes.
- (11) Illumination levels, street lighting design and installation will be determined by the latest standards and guidelines set forth by the Illuminating Engineering Society of North America and Board. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the Board.

N. Outdoor Protective Lighting

The Board may provide Outdoor Protective Lighting (OPL) in areas served directly by its distribution system subject to the governing entity's approval, where applicable, Board approved standards and the Board's [Rate Schedule](#). The customer shall enter into a Board Outdoor Protective Lighting (OPL) Contract.

- (1) OPL's may be installed on existing poles as approved by the customer projects engineer.
- (2) OPL's may be fed from overhead distribution or underground distribution.
- (3) Where applicable OPL facilities including standards, luminaries, cables and associated facilities will be installed after curb and gutter installation.
- (4) Underground OPL facilities will be installed utilizing the direct buried method as described in Rule 10 Section 2 except where applicable per Rule 10 section M.
- (5) Where applicable to the installation underground conduits shall be installed under all drivable surfaces.
- (6) Where applicable a reasonable effort shall be made by the customer and its contractor to coordinate the installation of conduits during road and driveway construction.
- (7) OPL underground cables will be installed at a minimum of 12 inches and a maximum of 24 inches behind back of curbs, gutter or drivable surface

delineation. Depth of cable is as defined in Rule10 Section 2. Trenching and Duct.

- (8) Where concrete is continuous between curb and sidewalk and or property line conduits shall be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by customer projects engineer.
- (9) Standards and poles will be installed 3 feet behind the back of curb or drivable surface and 6 feet from any curb radius or driveway. Exceptions shall be approved by the customer projects engineer.
- (10) Illumination levels, street lighting design and installation will be determined by the latest standards and guidelines set forth by the Illuminating Engineering Society of North America and Board. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the Board.

O. Subdivisions

The Board will install underground electric distribution systems for all new subdivisions. Likewise, where a new subdivision is located adjacent to an existing overhead distribution system, the Board will generally provide underground service from these overhead [Facilities](#) unless the local governmental authority approves the use of individual overhead service connections.

P. Available Voltage

If a Customer requires a three-phase voltage different from the established voltage in the area, it may be furnished at the Board's option. In such cases, the Customer shall pay all extra costs involved. In the case where there is more than one established voltage in the area, the Board shall determine which voltage will be furnished.

Q. Construction Date of Distribution Extension

The Board will, based on availability of work crews and material, and subject to approvals of the appropriate regulatory agencies, utilize best efforts in constructing the distribution extension to meet a mutually agreed upon date.

2. Trenching and Duct

The owner(s), developer(s) or Customer(s) shall be required to provide, at no expense to the Board, rough grading (within six (6) inches of finished grade) prior to the installation of the Board's [Facilities](#) so that the underground electric distribution system and street lighting cables, if any, can be properly installed in relation to the finished grade. Owner(s), developer(s), or Customer(s) shall install and maintain permanent survey stakes indicating property lines, at no expense to the Board, after rough grading, and prior to installation of the Board's Facilities.

The Board's construction standards for the installation of direct burial primary and secondary cables require a minimum cover of thirty-six (36) inches for primary cable and thirty (30) inches for secondary cables and a maximum cover of forty-eight (48) inches, unless otherwise approved by the Customer Projects and Development Department and, in no cases, shall the Board allow any Board owned cable Facilities to remain energized when in known violation of the minimum depth requirements of the National Electrical Safety Code. Any subsequent relocation of Board Facilities

required because of a change in grade that violates this minimum depth requirement shall be done by the Board and billed at actual cost to the owner(s), developer(s) or Customer(s) causing for the violation.

The Board may jointly utilize Trenches for primary, secondary cable and service conductors with other utilities. The other utility(s) electing to utilize joint trench will be responsible for payment of “Joint Trench Charges” in accordance with Rule 15, “[Joint Trench Charges](#)”. All Trenching and backfilling will normally be provided by the utilities; however, the developer shall be responsible for all extra expense involved if paving is installed before cable or conduit crossings are in place.

The Board may elect at its sole discretion to install additional conduit or duct at the request of other utility providers. The utility(s) utilizing the conduit or duct will be responsible for payment of joint installation in accordance with [Rule 15](#).

The Board will backfill Trenches for primary and secondary cables with the same material as has been excavated and with minimum compaction except in cases where material removed is found to be rubble, debris or unsuitable as determined by the Board. In such cases, sufficient sand shall be provided by the owner(s) or developer(s), at no expense to the Board, or the Board may, at the owner’s expense, furnish the sand to backfill six (6) inches below and above the Board’s cables.

Where it is necessary for Trenching and installation of underground electric [Facilities](#) to be scheduled during the “Winter Construction Period” as defined in Rule 15, the Customer may be required to pay a “[Winter Construction Charge](#)” as established therein.

As an option, the Customer or developer may elect to provide all Trenching, backfill and restoration on the Customer’s or developer’s property to the Board’s specifications.

Prior to the installation of the Board’s direct burial electric [Facilities](#) in a [Trench](#) provided by the Customer or developer, the Trench shall be inspected by the Board’s authorized personnel for proper depth and cleaning of debris. The first inspection shall be at no charge, and all subsequent inspections may be subject to a “[Site Inspection](#)” fee as defined in Rule 15.

If the Board determines that an installation is not practical for direct burial cable, the Board will require ducts. The owner shall be responsible to own, install and maintain ducts, manholes and vaults located on the owner’s [Premises](#) when:

- A. The owner requests these Facilities;
- B. Direct burial installation is impractical;
- C. The Board requires these Facilities as an extension from a similar existing system, or;
- D. Other reasons as may be determined by the Board.

Otherwise, the Board shall own, install and maintain such ducts and associated Facilities. Ducts, manholes and vaults shall be installed in accordance with the Board’s specifications.

3. Conversion of Existing Overhead Distribution Systems and Associated Services

At the request of a Customer, the Board will, if feasible, convert any existing overhead electric distribution system and associated overhead services, including any provisions for street lighting, to underground distribution Facilities.

Prior to the commencement of the conversion of any existing overhead distribution systems and associated services, the Customer(s) shall be required to make a nonrefundable contribution in aid of construction. The contribution in aid shall reimburse the Board for the estimated fair market value of the existing overhead Facilities comprising such system plus the cost of removal less the salvage value thereof, plus the cost of the new underground Facilities including, without limitation, the cost of breaking and repairing streets, walks, parking lots, driveways, and the cost of repairing lawns and replacing shrubs, flowers, sod.

Should the conversion of these Facilities cause the installation or re-arrangement of other overhead Facilities in the area, the Customer(s) shall reimburse the Board for the installed cost involved in re-arrangement or installation of other existing Facilities.

Conversion of any existing overhead electric distribution system and associated overhead services are also subject to the easement provisions of [Rule 10.1.F](#).

Any additional rewiring of Customer owned Facilities made necessary by the conversion of an overhead service to any underground service shall be the responsibility of the Customer.

Pole attachments other than the Board's are the responsibility of the attaching party.

4. Electric Facility Relocations and Removals

At the request of a Customer or developer, or as required due to a conflict, or to meet Board Standards, the Board will relocate or remove its electric and associated Facilities provided:

- A. The relocation or removal is feasible and meets Board Standards.
- B. The Customer or developer obtains approval from all Customers impacted by the proposed relocation.
- C. The relocation or removal does not degrade electrical reliability
- D. All governmental approvals, permits and easements are obtained

Prior to any relocation or removal of electric [Facilities](#), the Customer or developer shall be required to make a nonrefundable contribution in aid of construction. The aid in contribution of construction shall reimburse the Board for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this Rule 10, plus the cost of any necessary modifications to the Board's electric distribution system affected by the relocation or removal, less the salvage value of any portion of the electric Facilities removed. Where relocation or removal of electric Facilities is necessary to serve new or additional [Load](#), the Board may elect to credit all or a portion of the value of any associated revenue to the cost of relocation or removal.

The only exception to these relocation provisions will be the relocation of the Board's electric Facilities within public right-of-way that blocks the access to the first driveway to a residential Premise. There will be a charge for relocation work to provide access to any additional driveways to these [Premises](#). Proof of driveway permits will be required prior to any relocation work.

5. Distribution System Extensions for [Second Source](#)

- A. The Board will not construct at its own expense a second electric source to any facility, new or existing, that can be adequately served with a single source as determined by the Board. Except that a [Second Source](#) shall be required for Customers served from the Board's underground lead cable system and the Board may require a nonrefundable contribution in aid of construction as determined by [Rule 10.1.D](#).
- B. The Customer may have the additional source installed by making a nonrefundable contribution in aid of construction to the Board, in advance, to cover the entire cost of extending the Board's electric Distribution Lines to the Customer's [Facilities](#), and any other cost incurred due to increasing the capacity of the Board's existing distribution Facilities.
- C. Where the reasonable probability exists for future Customers to be connected to the proposed Second Source line extension, the Board may elect to enter into a line extension agreement in accordance with the applicable provisions of this Rule 10.
- D. In the case of a request for a Second Source, the Board will endeavor, but does not guarantee, to maintain at all times two separate sources to the Customer's Facilities.

Services

1. General

The [Service Entrance Conductors](#) shall be furnished, installed and maintained by the Customer in accordance with the National Electrical Code or other applicable local codes and shall conform to the Board's specifications.

The [Service Location](#) shall be specified by the Board and shall be located so that the Board's service [Facilities](#) meet or exceed all clearance requirements of the National Electrical Code, National Electrical Safety Code and other applicable law, regulations and local codes.

Service shall not be provided to a Service Location through an existing structure.

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

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

Any poles, wires and other equipment required at or beyond the Customer's meter shall be furnished, installed and maintained by the Customer.

The Board will maintain and repair only those service conductors owned by the Board except as provided in [Rule 11.6](#). In the course of maintaining or repairing service conductors, the Board shall bear no responsibility for damage incurred or for restoration to areas where the service conductors pass under any area not readily accessible. The Customer shall be responsible for additional repair costs due to these encumbered services or for damage as a result of negligence, willful damage or carelessness by the Customer, owner or tenants.

2. Application for Service

A. Request for existing services

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

B. Request for new services

Request for new services are taken by the Utility Services Section of the [Customer Service Customer Projects and Development](#) Department at Board offices at [1232 Haco Drive, Lansing, Michigan 48912](#) ~~330 E. Hazel Street, Lansing MI 48912~~ or by calling (517) 702-6700, during normal business hours.

C. Residential Service Applications

1. The Board is required to exercise due diligence in an effort to prevent identity theft. To establish service/account, customers are required to comply with the Board's effort by producing acceptable elements of positive identification.

Acceptable elements of a positive identification include but are not limited to the following: Full Name (an account can only be in one person's name)

2. Address (a copy of the mortgage or lease agreement may be required to verify residency)
3. Telephone Number
4. Email Address
5. Social Security Number (Only required if the customer cannot or will not verify their identity in person)
6. State or Governmental issued Identification (i.e. Driver License, Military ID, Passport)

D. Commercial Service Applications

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

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

3. Temporary Services

Customers desiring temporary general secondary service (normally less than six (6) months) for, including without limitation, construction jobs, traveling shows, outdoor or indoor entertainments or exhibitions, shall pay the charge per Customer per month provided in the Board's applicable Rate. The Customer shall furnish a suitable support for the metering.

The Customer shall be required to make a nonrefundable contribution in aid of construction with the Board in an amount to cover the cost of installing and removing these temporary Facilities plus a security deposit if required prior to the start of construction. Meters shall be installed by the Board and may be read daily and the deposit will be modified, as the [Energy](#) used may justify such modification. Minor temporary Loads such as construction security cameras may be unmetered and billed at a flat Rate at the approval of the Customer Projects and Development Department. [At the discretion of the Board temporary service costs may be included in the construction estimate. Customers will still be responsible for connection fees per Rule 15.](#)

Where overhead temporary service of 400 Amperes or less is desired and where such service is available and does not exceed 100 feet at the time temporary service is needed, the charge will be as specified in [Rule 15](#).

Where overhead temporary service is not available at the site or exceeds 100 feet or 400 Amperes, the Customer shall be required to make a nonrefundable contribution in aid of construction to the Board in advance to cover the estimated cost of installation (excluding services and meters), plus the cost of removal or abandonment of the temporary [Facilities](#) less the salvage realized.

For all underground temporary services, the Customer is responsible to [Trench](#) and install each underground temporary service conductor(s) in accordance with the requirements of all electric codes applicable, to a point within two (2) feet of the Board's [Facilities](#). Any excavation with power equipment will require notification of the "Miss Dig" system for the identification of all underground [Facilities](#) in the area as required by the laws of the State of Michigan. The Customer shall make a nonrefundable payment to the Board for connecting and disconnecting temporary service conductor(s) to Board equipment as stated in Rule 15.

4. Residential, Commercial and Industrial Overhead Services

Where suitable service is available, the Board will install, own and maintain overhead service conductors from its Distribution Lines to the nearest suitable point of attachment on the Customer's buildings or other structures as designated by the Board. A drip loop shall be formed on individual conductors of not less than 36" exiting the weather head. The ampacity of the Board's overhead service conductors will be rated for the estimated electric [Demand](#) but not less than 50% of the customer's main over current device(s).

Where the Customer requests a point of attachment other than that specified by the Board, then the Customer shall be responsible to pay the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of attachment requested.

The Customer shall furnish, own, install and maintain service masts, when necessary in order to obtain required clearance. The Board will specify the location, height and size of the mast to adequately support the service wires under heavy loading conditions. While the mast should be firmly attached to the principal building frame, the Board does not make recommendations regarding the method of fastening and assumes no responsibility for damage caused by the service wires. The Customer should consult an architect or builder regarding the method of fastening prior to installation.

Where paralleled [Service Entrance Conductors](#) are used in overhead services, the Customer(s) or the contractor(s) shall be responsible to terminate the paralleled conductors in a single conductor suitable for connection to the Board's overhead service wires.

Effective July 1, 2012, all new or upgraded overhead services shall not exceed 1200 Amperes.

5. Residential, Underground Services from Underground Distribution Systems

Upon request and where suitable [Facilities](#) are available, the Board will install, own and maintain single phase underground direct burial residential electric service conductors to the nearest

suitable point of attachment on the exterior of the Customer's building or other structure as designated by the Board, provided that the total capacity of all the Dwelling Units at each [Service Location](#) does not exceed the capacity of a single 167 [kVA](#) transformer. Where the total service capacity of all the Dwelling Units at one Service Location exceeds the capacity of a single 167 kVA transformer, the service conductors shall be installed in accordance with [Rule 11.6](#).

The developer or Customer shall be required to make a nonrefundable contribution in aid of construction to the Board to cover the additional cost resulting from the installation of an underground service.

For standard installations, the amount of such contribution shall be computed on the basis of the "[Residential Underground Service](#)" charge as defined in Rule 15 and applied to the straight line distance from the termination of the Board's secondary Facilities normally at or near the front or rear property line, or at the Board's transformer, to a point directly below the Customer's meter as designated by the Board.

Where special routing of the service conductors is requested by the Customer and the Board determines this request to be feasible, the cost of the additional service length required to accommodate such special routing shall be the responsibility of the Customer and will be based on the "[Residential Underground Service](#)" charge as defined in Rule 15.

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

6. Residential Underground Services from Overhead Distribution Systems

The Board will, where feasible, install, own and maintain single phase underground direct burial residential electric service conductors from an overhead electric distribution system in accordance with the provisions of [Rule 11.4](#). In addition, the Board will impose a "Secondary [Riser Pole Charge](#)" for each underground service supplied from an overhead secondary as stated in Rule 15. If a crossing of a public road is necessary and the Customer requests that the crossing be installed underground, the Customer may be required to make an additional contribution in aid of construction to the Board, in an amount equal to the estimated difference in cost between an overhead and underground crossing.

7. Commercial and Industrial Underground Services

The owner of each commercial or industrial building requiring an underground electric service system shall install, maintain and own the underground secondary service conductors between the building and the service pedestal, padmounted transformer or secondary attachment on the pole. Primary service conductors shall be installed, maintained and owned by the Board.

Customers located in areas served by direct burial distribution systems may request the Board to install direct buried electric secondary service conductors to commercial services not exceeding 400 amps where the point of metering is located outside and is in compliance with the Board's requirements. The Board will comply with the request, if it is feasible, but shall only install service conductors to a meter enclosure supplied by the Board and installed by the Customer.

The Customer shall retain ownership of such service conductors with maintenance provided by the Board at the Customer’s expense.

The Customer or developer shall be required to make a nonrefundable contribution in aid of construction toward the cost of such Board-installed services that, for standard installations, will be computed on the basis of the “[Commercial Underground Service](#)” charge as defined in Rule 15.

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

The commercial or industrial Customer may request the Board to maintain and repair, and the Board may do so in its discretion, the Customer’s underground secondary service conductors between the building and the service pedestal, padmounted transformer or secondary attachment on the pole. The Customer shall be responsible to pay all bills rendered by the Board for the cost to maintain or repair the Customer’s service conductors.

Secondary service conductors shall be installed in accordance with any applicable local codes and the following Board specifications:

- A. The total ampacity of all secondary service cables connected to a transformer shall not exceed 2000 Amperes. The secondary service shall be in accordance with the National Electrical Code or other applicable local codes. Due to physical limitations of Board-owned transformers and secondary connectors, the maximum number of paralleled secondary cables for any single service dependent on service size shall be limited to:

<u>Single Service Size Cables</u>	<u>Maximum No. of Parallel</u>	
	Copper	Aluminum
200 Amperes	4	4
400 Amperes	4	4
600 Amperes	4	4
800 Amperes	4	4
1000 Amperes	4	4
1200 Amperes	4	4
1600 Amperes	4	5
1800 Amperes	5	6
2000 Amperes	5	6

The total number of cables connected to a single transformer connector shall not exceed five - 600 kcmil for copper cables and six - 750 kcmil for aluminum cables The Board will [provide terminal lugs and](#) make connection of all service and primary cables to Board-owned transformers.

- B. A single secondary service in excess of 2000 Amperes shall be installed using one of the two following methods.

- (1) A bus duct that is provided and installed by the Customer or developer. The Applicant must provide flexible secondary connectors with bus duct. The Board will make connection of the bus duct to the secondary of the transformer.
 - (2) The Applicant may purchase a [Board approved multiple secondary termination cabinet](#). This cabinet is designed for use on single secondary services up to 3,000 Amperes and is available from the Board for a fee as specified in [Rule 15](#). The Applicant shall construct a concrete pad, supply and install their own cable and provide terminal lugs for their supplied cables. The Board will make connection of the Applicant's cable to the cabinet.
- C. In locations where the Customer's service conductors are permitted to be connected directly to a Board-owned transformer, only Board approved and provided terminations shall be allowed.

8. [Multi-Dwelling Structure](#) Services

The owner or developer of each Multi-Dwelling Structure requiring an underground electric service system shall install, maintain and own the underground secondary service conductors between the building and the service pedestal, padmount transformer, or secondary attachment on the pole. The total capacity of the Dwelling Units connected to each service shall not exceed the capacity of a single 167 [kVA](#) transformer, or a three phase 500 kVA transformer.

Customers located in areas served by direct burial distribution systems may request the Board to install direct buried secondary service conductors to [Multi-Dwelling Structures](#) not exceeding 800 Amperes where the point of metering is located outside and is in compliance with the Board's requirements. The Board will comply with this request, if it is feasible, but shall only install service conductors to a Board approved customer owned and installed main overcurrent device or junction box. The Customer shall retain ownership of such service conductors with maintenance provided by the Board at the Customer's expense.

The Customer or developer shall be required to make a nonrefundable contribution in aid of construction toward the cost of such Board installed services that, for standard installations, will be computed on the basis of the "[Commercial Underground Service](#)" charge as defined in Rule 15.

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

9. Conversion of Existing Overhead Electric Service

At the request of a Customer, the Board will, if feasible, convert an existing overhead electric service to an underground electric service in accordance with [Rule 10.3](#).

10. Electric Service Relocations and Removals

At the request of a Customer, or as required due to a conflict, or to meet Board Standards, the Board will relocate or remove its electric service [Facilities](#) in accordance with [Rule 10.4](#).

11. Second Service

- A. The Board will not construct at its own expense a second electric service to any facility, new or existing, that can be adequately served with a single source as determined by the Board. Except that a Second Service shall be required for Customers served from the Board's underground lead cable system and may require a nonrefundable contribution in aid of construction as determined by Rule 10.1.D.
- B. The Customer may have the additional service installed by making a nonrefundable contribution in aid of construction to the Board, in advance, to cover the entire cost of providing a Second Service.
- C. In the case of a request for a Second Service, the Board will endeavor, but does not guarantee, to maintain at all times two separate services to the Customer's Facilities.

12. Plug-In Electric Vehicles

A separately metered residential service may be required for Level 2, 240V AC, Electric Vehicle Supply Equipment (EVSE) installed for the sole purpose of fast-charging a Plug-In Electric Vehicle.

If the home owner or renter has, or will have, a Level 2, 240V AC, EVSE installed, and qualifies for the BWL time of use Rate 22 "Residential Plug-In Electric Vehicle Charging Service", a separate meter is required. The new, additional meter and enclosure shall be furnished by the Board. The enclosure shall be installed by the home owner or their qualified electrical contractor adjacent to the existing meter, and in accordance to current Board standards as designated by Board personnel.

Motors

Customers shall be responsible to protect a motor that cannot have its rotation safely reversed or that would be damaged by phase or voltage failure in all phases by phase reversal and phase failure relays and/or low voltage relays. These protective devices should be wired to automatically disconnect and prevent restarting of motors until the problem has been corrected and service restored to normal.

Conventional single phase motors may be connected to operate at 120 or 240 Volts subject to the following limitations:

<u>Nominal Motor Size</u>	<u>Permissible Operating Voltage</u>	<u>Maximum Allowable Locked-Rotor Current</u>
½ hp or less	120	50 Amperes
½ hp to 3 hp	240	105 Amperes
Over 3 hp	240	To be connected only with written permission of the Board

All single phase motors should be connected by the Customer to operate at 240 Volts whenever practical to minimize voltage drop in the Customer’s wiring and supply system.

The Board may restrict both the individual and combined [Horsepower](#) and locked rotor current of three phase motors installed in a Customer’s facility. The Board may require the Customer to install reduced voltage starters, starting interlock systems, variable frequency drives, or other devices to reduce the locked rotor demands on the Board’s electric distribution system. If the Board, in its sole discretion, determines that a larger sized transformer than what would normally be installed is required to supply the locked rotor currents, the Customer shall bear the added cost.

Customers planning the use of three phase motors should consult the Customer Projects and Development Department of the Board for characteristics, adequacy and availability of the service.

Use of Board Equipment

1. General

The Board's wires, poles and apparatus, together with any interconnections thereof, are the exclusive property of the Board, and the connection of a Customer's [Premises](#) thereto does not entitle the Customer to any use thereof, except as permitted by the Board and as necessary for the delivery of the Board's service to the Customer.

The use of any part of the Board's distribution or [Transmission System](#) without prior Board approval is expressly prohibited.

2. Authorized Attachments

The Board may enter into a Pole Attachment Agreement providing joint use of certain of its wood poles for the purposes of providing telephone, CATV or other telecommunications services. The use of any pole by anyone, without first having entered into a written agreement with the Board is prohibited.

The Board may also issue revocable permits to any person(s) or organization(s), seeking to attach any wire, cable, facility or apparatus for the transmission of telecommunications. Upon application for permit, the applicant shall pay a nonrefundable [application fee](#) as stated in [Rule 15](#). ~~Application shall be made to the Customer Projects and Development Department of the Board. A maximum of four permits per company may be pending at any time. The applicant shall provide the Customer Projects and Development Department with all documents required in the application process within 90 calendar days of the date the application is submitted. After 90 days, the application will be voided and the requested pole space will be made available to other users. After completing the application process and receiving a signed permit, the applicant has 90 calendar days to exercise their access rights granted in the permit. The total application and pole space access period shall not exceed 180 days.~~

Any reconstruction of the Board's Transmission and Distribution system that is necessary to accommodate the [Facilities](#) of the applicant shall be done by the Board at the expense of the applicant.

The [annual pole rental fee](#) shall be as stated in Rule 15 and will begin upon receipt of the signed permit. Poles found attached in the field without permission shall, at the Board's discretion, be removed in accordance with [Rule 13.3.B](#) or be subject to a minimum of three years retroactive billing.

The Board may exclude or limit certain Facilities from its poles. Furthermore, any pole(s) that, in the opinion of the Board, is necessary for its sole use will be excluded from any pole attachment permit, joint use or rental agreements.

3. Unauthorized Use and Removal

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

Authorization may be granted by the Board's General Manager or his designated representative based on purposes permitted by Michigan State law and requirements of governmental authority for the health, safety or welfare of the general public.

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

4. Temporary Transfer Fee

When a temporary transfer of the attaching party's attachment is required due to an emergency pole replacement, the Board shall charge a temporary transfer fee of \$75.00 per pole to each of the attaching party's through bolt connections to the pole. Notification of the replacement of the pole and temporary transfer of attachment will be done via the agreed upon utilities notification system. Risers, Power Supplies, antenna's, junction poles, deadend poles and junction boxes are not included.

5. Asset Transfers

Parties desiring to transfer assets through sale or merger must each provide documentation agreeing to the transfer, including applicable permits numbers. In addition, all outstanding balances must be paid in full before the transfer will be accepted. Either the transferring or acquiring party may choose to pay the balance. The BWL will accept the transfer upon receipt of the documentation and full payment of any outstanding balances.

6. Payment of Fees and Charges

Payment of invoices shall be made within 30 days of the bill date. A five percent (5%) late fee shall be added to the invoice after 30 days. Nonpayment of any amount due by the attacher beyond thirty (30) calendar days may result in the Board suspending the rights of the Attaching Party, including suspension of pending applications up to eviction from poles. Nonpayment of any amount due for the attacher beyond ninety (90) days shall constitute a material default of this Agreement. Removal of attachments will be at the attacher's expense.

Interconnection for Distribution and Renewable Energy Generators

1. General

In order to provide for the safety of the Board's personnel and others and to assure reliability of electric service to all Customers, the Board has adopted the following requirements for operation of Customer generation in parallel with utility distribution systems.

These requirements include all Customer systems under 50 kW. Systems 50 kW and over will be handled by the Board on an individual basis. All units over 10 kW must be three phase units unless specifically exempted by the Board.

These requirements apply to both existing and proposed installations.

2. Approvals

The Customer shall submit for Board approval, detailed electrical diagrams and equipment nameplate data, including the interface/protective devices and control systems of the Customer's power source. Application and Interconnection Standards can be obtained by Contacting the Customer Projects and Development Department.

The completed installation must meet all local, state and national codes and is subject to inspection and test by the Board and local code enforcement authorities before commencement of parallel operation and such installation may be periodically inspected by the Board as required.

The Customer shall obtain approval from the Board prior to making any revisions to the Customer's generating unit, its control systems or the interface between the two power systems after the initial installation.

3. Control and Protection

The Customer's control and protection system must be acceptable to the Board. The Customer's system shall provide for automatic separation from the Board's distribution system in the event of a short circuit or open circuit on the Board's distribution system. The Customer's control system shall also provide for automatic paralleling with the Board's system when conditions are proper for parallel operation. Manual paralleling is not permitted without prior approval of the Board. Over frequency, under frequency, over voltage and under voltage control may be required. The Customer shall be liable for damage or injury if any part of the Customer's protective scheme fails to function due to lack of proper maintenance or Customer negligence.

The Customer is required to install a disconnecting device with a visible break suitable for use as a protective tag location so as to be accessible by Board personnel or its agents and in reasonable close proximity to the billing meter. This device shall accept a standard Board padlock and shall be located on the outside of all buildings. In no case shall the Customer tamper with or attempt to bypass the disconnect switch when the Board has locked it in the open position.

4. Operation

Should the parallel operation of the Customer's generating source cause interference or affect voltage, frequency or harmonic content of the Board's system or of another Customer's service, the Customer shall discontinue parallel operation until the condition has been corrected.

The Customer will be charged for all costs associated with any alteration of the Board's equipment required for proper operation of the Customer's generating equipment in parallel with the Board's system. The Customer will also be liable for costs of future changes due to safety or adverse effects on the Board's and/or other Customer's systems.

5. Termination

If the Customer does not meet all of the above requirements, the Board may require termination of parallel operation. Failure to terminate parallel operation when required shall be cause for the Board to interrupt electric service to the Customer.

6. Contract

The Customer must sign a contract with the Board before commencing parallel operation. In signing the contract, the Customer shall, among other things, accept liability for any damages or injuries caused by the Customer's parallel operation.

Schedule of Fees & Charges

ELECTRIC FEES and CHARGES		
Charge Description	When Applied	Charge
Residential Underground Distribution Extension	When requested by Customer	\$3.50 /ft \$7 /ft for undeveloped lots
Residential Underground Service	When requested by Customer Green space only, restoration not included. Installation requiring conduit, sidewalk crossing or other hindrances will be billed at time and material	\$4.50 /ft \$300 minimum
Commercial Underground Distribution Extension	When requested by Customer	\$7 /ft
Commercial Underground Service	When requested by Customer, restoration not included. 400 A or less and green space only Multi-Dwelling Structure Single Phase 800 A or less	\$6.50 /ft \$525 minimum \$6.50 /ft \$525 minimum
Transformer kVA Capacity	Commercial or Industrial underground services with padmounted transformation.	\$10/kVA
Current and Potential Transformer Enclosure	When requested by Customer, 401 – 1000A When requested by Customer, >1001A – 1200A When requested by customer, >1201A – 2000A When requested by Customer, >1201A – 3000A (Includes materials & installation of cable from transformer to BWL side of enclosure)	\$850 ea. \$1500 ea. \$2,500 \$12,500 ea.
Multiple secondary termination cabinet	When requested by Customer, up to 3000A (Includes materials & installation of cable from transformer to BWL side of enclosure)	\$9,900 ea.
Secondary Service Termination Box	Board installed commercial services requested by customer 800 A or less	\$900 ea.
Temporary Service Overhead	Install & remove service drop, 100 ft max, 200 A or less 201A to 400 A	\$495 \$550 ea. \$695 \$750 ea.
Temporary Service Overhead	Install & remove service drop, exceeds 100 ft, 400 A or not available	At cost
Temporary Underground (Normal)	When requested by Customer, Connection & disconnection only April 1 – December 14	\$375 ea.
Temporary Underground (Winter)	When requested by Customer, Connection & disconnection only December 15 – March 31	\$550 ea.

ELECTRIC FEES and CHARGES		
Charge Description	When Applied	Charge
Secondary Riser Pole Charge	When requested by Customer Single Phase 400 A or less Three Phase 400 A or less	\$625 ea. \$925 ea.
Site Inspection	When applicable, per site inspection.	\$90 ea.
Pole Attachment Fees	Joint Use and Third Party, make ready and engineering	At cost
	Annual fee	\$12 per attachment \$300 minimum \$20 per unauthorized attachment
	Application deposit, credited to make ready costs and engineering	\$33 per pole \$495 minimum
Joint Trench Charges	To other utilities	\$2.40 /ft if 3 joint users \$3.25 /ft if 2 joint users \$4.90 /ft if 1 joint user Winter charge may also apply.
Conduit Delivery for Joint Facilities Installation	To other utilities when conduit is delivered to site for road or drive crossing for installation by developer's contractor or Board for utilization by Joint user(s).	\$2.00 /ft if 2 joint users in same conduit \$3.90 /ft if 1 joint users
Joint Conduit Push with Board	To other utilities to utilize separately installed conduit	\$25 /ft if 2 joint users in same conduit \$37 /ft if 1 joint user Winter Construction Charge may apply.
Joint Boring with Board	To other utilities to utilize separately installed flexible duct.	\$15 /ft if 2 joint users in same duct \$25 /ft if 1 joint user Winter Construction Charge may apply.
Winter Construction Charge	December 15 – March 31 In addition to normal charge	\$9.00 /ft
Connect (turn-on/turn-off) fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No charge \$135
Reconnection fee Non-pay (Normal hours)	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day.	\$30



Schedule of Fees & Charges
Electric Rule and Regulation 15



Schedule of Fees & Charges Electric Rule and Regulation 15

ELECTRIC FEES and CHARGES		
Charge Description	When Applied	Charge
Reconnection fee Non-pay (Normal hours)	Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	\$135
Meter Tampering	Each Occurrence	\$155
Cut at Pole	Anytime	\$155
Security Deposits – Residential	For all new and existing customers unless waived by conditions stated in Rule 7.	<u>2 times average monthly bill \$153</u>
Security Deposits – Commercial & Industrial	For all new and existing customers unless waived by conditions stated in Rule 7.	2 times average monthly bill
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
<u>New Service Application Charge</u>	<u>Charged at turn on of new service</u>	<u>\$7</u>
Missed Appointment, No Show, No access Fee	After second occurrence, then per occurrence	\$30
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Rate 5 & 8 Meter Non-compliance Charge	For each month of non-compliance with meter requirements	\$80 /month
Meter Calibration Charge	When Customer requested meter calibration check is within plus or minus 2% accuracy	\$75
<u>Customer requested Service Investigation/ meter read</u>	<u>Each Occurrence</u> <u>Valid Service or Metering Issue</u>	<u>\$30</u> <u>No Charge</u>
Demolition of Service	When requested by customer – fee covers only service conductors and meter removal.	\$80
OPL Disconnect	When requested by customer	\$40
KYZ meter board installation	When requested by customer for use in customer energy management systems and meter is appropriate for installation of board	\$215
Charges other than published	Relocations, damages, etc.	At Cost

Compliance

1. Aggregation of Retail Customer Demand Response:

- A. The Lansing Board of Water & Light or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by the Lansing Board of Water & Light directly into any Commission-approved independent system operator's or regional transmission organization's organized electric markets.
- B. Retail customers served by the Lansing Board of Water & Light wishing to bid their demand response into a Commission-approved independent system operator's or regional transmission organization's organized electric markets may do so by participating in the program established by the Lansing Board of Water & Light or its authorized designee. Retail customers are not permitted to participate in the demand response program of any other entity without the express prior authorization of the Lansing Board of Water & Light.

2. Ancillary Services Provided by Demand Response Resources:

- A. The Lansing Board of Water & Light or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by Lansing Board of Water & Light directly into any Commission-approved independent system operator's or regional transmission organization's organized markets as allowed by the regional transmission organization's existing tariffs.
- B. Retail customers served by the Lansing Board of Water & Light wishing to bid their demand response into a Commission-approved independent system operator's or regional transmission organization's organized markets as allowed by the regional transmission organization's existing tariffs may do so by participating in the program established by the Lansing Board of Water & Light or its authorized designee. Retail customers are not permitted to participate in the demand response program of any other entity without the express prior authorization of the Lansing Board of Water & Light.



Rules and Regulations For Water Service

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Definitions of Terms and Their Abbreviations

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

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

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

PREMISES – A building and its grounds.

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

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

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

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

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

WATER DISTRIBUTION SYSTEM – The system of Water Mains, pipes, fittings, valves, fire hydrants and all equipment and appurtenances thereto, necessary to distribute water to Customer Water Services.

WATER MAIN – A pipe owned and maintained by the Board installed in public right-of-way or easement that conveys water to a Customer Water Service or to a fire hydrant.

General Provisions

Copies of the Board's Rate Schedules for water service are open to public inspection at the Board's offices and are available on the Board's Internet Web site www.lbw.com or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light, Utility Services, ~~1232 Haco Drive~~~~730 East Hazel Street~~, Lansing, Michigan 48912.

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

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

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

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

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

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

Service Conditions

1. Character of Service

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

The Board shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties, operation of safety devices, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, [Facilities](#) or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry, act of God, war, action of the elements, storm or flood, fire, riot, sabotage, labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

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

2. Description of Service

A. Availability of Service

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

B. Agreements

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

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

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

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

C. Material Availability

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

Use of Service

1. General

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

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

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

2. Access and Damages

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

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

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as [Premises](#) being locked, meter being inaccessible or unsafe conditions, then after due written notice to the Customer, the water service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval and the Customer has paid the appropriate [reconnection fee](#) as stated in Rule 15.

3. [Customer Piping](#) and Equipment

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

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

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

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

4. Water Quality and Disturbances

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

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

5. Improper Use and Tampering

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

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

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

6. Discontinuation of Service

Service may be voluntarily or involuntarily disconnected.

A. Voluntarily

- (1) Service may be voluntarily disconnected per the Customer's request. The Customer is responsible for ensuring they or a representative is present to verify service is completely disconnected. The Customer must notify the Board as soon as possible that service was not completely disconnected. The Board is unable to confirm service has been completely disconnected without a representative present at the time of disconnection. Consequently, the Board 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 shall be subject to a reconnection fee as stated in Rule 15 to cover the costs of restoring service.
- (3) Service may be voluntarily permanently disconnected, for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination.

B. Involuntary

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

To the extent the customer is aware of service being involuntarily, 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 the Board as soon as possible if service was not complete disconnected. Further, the Board is not responsible for any property damage that results from service disconnection.

7. Service Restoration

- A. Prior to the Board restoring or turning on water service at the Customer's request: The Customer shall ensure the integrity of the plumbing system beyond the Board-owned water meter and inside shut off valve;
- B. The Customer shall ensure adequate heat is provided to minimize any potential damage to the plumbing system;
- C. The Customer has a representative present at the time of restoration or turn on.

The Board does not inspect beyond its shut off valve and meter and is not responsible for any property damage that may result from restoration or turn on. To the extent a customer is not able to have a representative present at the time of turn-on, they must provide the Board with a signed liability waiver which is acceptable to the Board.

Metering

1. General

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

2. Sizing/Installation/Ownership

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

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 Board personnel or the Board's agent. The installation, removal, or modification of meter settings by anyone other than Board personnel or the Board's designated agent constitutes meter tampering, and is subject to meter tampering penalties (see rule 15).

3. Equipment Location

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

4. Multiple Occupancy Buildings

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

- A. An adequately sized room is made available by the owner for housing the water meters. The meter room shall be of sufficient size for access and provided with a door which can be fitted with an approved lock box; and
- B. Access to the meter area is by way of a common-use space; and

- C. The building owner attaches a tag to the valve on the outlet side of the meter identifying the number and/or address of the unit served; and
- D. The building owner installs a valve on the outlet of each meter-set and
- E. The building owner installs a valve at the point where each water supply line enters the apartment or unit served; and
- F. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit; and
- G. The meter manifold is limited to eight (8) individual meters. Requests for installation of a manifold larger than 8 shall be permissible only upon approval by the Customer Projects and Development manager or designee.

5. Meter Calibration Request

Upon customer request and subject to applicable fees in Rule 15, the BOARD may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus 1.5%. [At the Boards discretion, meters may](#)~~inaccurate meters will~~ be repaired or replaced.

6. Damaged Meter

- A. The Customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage by owner or his tenants. The Board will repair any meter so damaged, and the cost shall be billed to the Customer.
- B. The Board may, after an occurrence of a frozen meter, charge the customer for the replacement of a frozen meter as provided in [Rule 15](#).
- C. A customer requesting service in a location where the Board has an existing Service Connection, and the meter and or meter setting is missing, broken, or otherwise inoperable, a Damage Meter Charge and or Meter Set Charge(s) shall be applied in accordance with Rule 15.
- D. In the event of a damaged or missing meter, meter setting, and/or service piping due to circumstances beyond the customer's control, the customer shall be responsible for the costs of repair in order to restore service. In this instance, additional penalties may be waived at the discretion of the Board. The extent of repair required will be at the sole discretion of the Board.

Application of Rates

1. General

Water Rates are based on the Board supplying only one [Customer Water Service](#) to a building or structure. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable [Rate Schedule](#).

2. Resale

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

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

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

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

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

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

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

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

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

3. Choice of Rates

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

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

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

4. Apartment Buildings and Multiple Dwelling Structures

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

5. Billing

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

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

6. Minimum Charges

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

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

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

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

The BWL strongly recommends property owners/landlords enroll their properties in Automatic Leave On services. The BWL is not responsible for the consequences of service interruptions that result from renters/tenants vacating the landlord tenant properties. Automatic Leave On Service allows property owners/landlords to maintain services, be aware when tenants vacate the landlord tenant properties and minimize any potential property damage that may result from service interruptions.

Responsibility for Payment of Bills

1. General

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

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

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

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

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

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

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

2. Estimated Consumption

Readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual meter readings.

Any consumption that cannot be registered accurately shall be estimated based on prior consumption, operating characteristics of the building and equipment, or Board experience in like circumstances.

3. Billing Errors

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

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

4. Account Security Deposits

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

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

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

- (1) The Customer has purposefully misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents his or her identity.
- (3) The Customer tampered, or interfered with utility service in the past 6 years, without the express written permission of the Board.
- (4) The Customer fails to provide adequate and acceptable identification at the time of applying for service.
- (5) The Customer has had one or more delinquent payments in the last 12 months due to:
 - (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) filed electronic funds transfers
 - (g) or other payment method cancellation
- (6) The Customer has a prior account that is delinquent within the last 6 years.
- (7) Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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

Residential Customers

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

Commercial and Industrial Customers

- (1) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (2) The Customer's bill is paid by a governmental agency.
- (3) The Customer secures a guarantor; the guarantor has an acceptable payment history.
- (4) The Customer provides an acceptable surety bond.
- (5) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at [1201 S. Washington Avenue, Lansing, Michigan 489101232](https://www.lansingmi.gov/1201-S-Washington-Avenue-Lansing-Michigan-489101232) ~~Haco Drive, Lansing, Michigan, 48912.~~
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.
- C. The Board and the Customer shall:
 - (1) Have the right to be represented by Counsel or other persons of their choice.
 - (2) Have the right to present evidence, testimony and oral and written argument.

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

Water Customer Choice Program

1. General

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

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

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

2. Contractor Qualification and Approval

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

3. Residential Services

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

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

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

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

5. Permits

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

Distribution System Extensions

1. General:

A. Request for Distribution System Extension

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

B. Ownership

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

C. Availability of Distribution System Extension

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

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

D. Contribution In Aid of Construction for System Extensions

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

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

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

E. Installation of Distribution System Extension

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

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

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

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

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

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

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

F. Adequate Pressure and Flow Capacity

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

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

G. Permits

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

H. Staking Requirements

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

I. Fire Hydrants

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

J. Oversizing of Distribution System Extension

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

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

K. Economic Development Considerations

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

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

L. Easements and Tree Removal Permits

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

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

M. Non-Standard Equipment

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

N. Non-Standard Construction

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

O. Other [Facilities](#)

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

P. Construction Date of Distribution System Extension

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

2. Water Facility Relocations and Removals:

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

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

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

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

Services

1. General

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

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

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

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

2. Application for Service

A. Request for existing services

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

B. Request for new services

Request for new services are taken by the Utility Services Section of the ~~Customer Service~~ ~~Customer Projects and Development~~ Department at Board offices at [1232 Haco Drive, Lansing, Michigan 48912](#) ~~730 E. Hazel Street, Lansing MI 48912~~ or by calling (517) 702-6700, during normal business hours. Customers in Bath, Delhi, DeWitt, or Watertown Township, as well as those in the City of DeWitt must apply at their respective township’s office.

C. Residential Service Applications

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

1. Full Name (an account can only be in one person’s name)
2. Address (a copy of the mortgage or lease agreement may be required to verify residency)
3. Telephone Number
4. Email Address
5. Social Security Number (Only required if the customer cannot or will not verify their identity in person)

6. State or Governmental issued Identification (i.e. Driver's License, Military ID, Tax ID, or Passport)

D. Commercial Service Applications

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

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

3. Temporary Water Service

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

4. Domestic Water Service

A. General

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

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

Customer Water Services shall be installed from the [Water Main](#) to the Customer's building or metering manhole or pit in the most direct manner. Water service is not available where the Board must bring the Customer Water Service across another parcel or lot without an easement in order to provide service.

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

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

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

tap, revamp or connect to a [Water Main](#) or any of the pipes comprising the Customer Water Service.

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

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

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

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

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

C. Charges

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

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

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

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

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

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

5. [Fire Service](#)

A. General

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

- (1) [Public Fire Hydrants](#)
- (2) [Private Fire Hydrants](#)
- (3) Connection to fire sprinkler systems

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

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

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

The Board reserves the right to inspect Fire Service installations.

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

B. Charges

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

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

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

6. Lawn Sprinkler (Irrigation) Service

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

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

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

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

7. Water Facility Relocations and Removals

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

Booster Pumps

Where the Customer uses a booster pump to increase pressure to the Customer's internal plumbing, the pump shall be of such capacity to maintain the suction side of the pump at or above 35 psi.

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

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

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

Water Storage [Facilities](#)

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

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

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

Cross-Connection

1. General

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

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

2. Installation of Backflow Prevention Devices

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

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

3. Inspection and Maintenance of Backflow Prevention Devices

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

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

4. Compliance

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

5. Severe Hazard Locations

[Customer Water Services](#) serving the following [Facilities](#) must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses:

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

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

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

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

6. Secondary Supplies

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



Schedule of Fees & Charges
Water Rule and Regulation 15

Schedule of Fees & Charges

WATER FEES and CHARGES		
Charge Description	When Applied	Charge
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	½ of the charge for either side of street if not previously collected. On 6" On 8" On 12" On 16"	\$70 /ft \$85 /ft \$135 /ft \$175 /ft
Fire Hydrant Installation	When requested by Customer	Firm Price Quote
Water Services (Board Installed) (Connection Fee applicable)	Up to and incl. 1" Water Service Main-to-Curb Box Stub on previously installed water mains	\$2,200 per stub plus restoration cost
	Curb Box-to-Building (Trenched)	\$850 minimum, \$19 /ft in excess of 45 feet plus restoration cost
	Curb Box-to-Building (Bored)	\$1,965 minimum, \$43 /ft in excess of 45 feet plus restoration cost
	Indoor Meter Set ¾" – Standard	\$235
	Indoor Meter Set ¾"- With Split Irrigation	\$365
	Domestic or Irrigation Outdoor ¾" Meter Set with Meter pit	\$2,145
	Outdoor ¾" Meter Set with Meter pit – Customer Choice Program (labor only)	\$115
	Retrofit of existing service to allow for split Domestic or Irrigation Service	\$470
	Charge for setting meter on a split service after initial installation	\$80
	Greater than 1" Service Main-to-Curb Box Stub	Firm price quote
	Curb Box-to-Building	Firm price quote
	Meter Set – greater than 1" less than 3"	Firm price quote
	Service Meter Pit set – Customer Choice Program - (labor only)	\$220 labor only
Split Irrigation Service	Firm price quote	



Schedule of Fees & Charges
Water Rule and Regulation 15

WATER FEES and CHARGES		
Charge Description	When Applied	Charge
Service Demolition	When requested by Customer	
	Up to and including 1" Curb Box-to-Meter Pit	\$115
	Up to and including 1" Curb Box-to-Building	\$220
	<u>Greater than 1"</u>	<u>Firm Price Quote</u>
Winter Construction Charge	Water Services, 2" and under	\$10 /Trench ft
	Greater than 2" pipe or service	Firm price quote
	December 15 – March 31	In addition to normal charge
Damage Meter Charge	Upon occurrence <u>For Services Up to 1"</u> <u>For 1 1/2" Services</u> <u>For 2" Services</u>	For services: Up to 1" = \$250 1 1/2" = Labor and Material* 2" = Labor and Material* *minimum charge of \$900
Thawing Service Charge	After a running water order has been issued	
	Up to and incl. 2" and up to 2 hours	\$225
	Over 2" or longer than 2 hours	At cost
Hydrant Flow Testing	When requested by Customer	\$265 ea.
Bulk Water Permit Fee	Initial application fee	\$120 ea
Bulk Water Renewal Fee	Yearly	\$120 yearly
Consumption Fee (Filled at Hazel Street Yard Hydrant)	For commodity used	\$ Commodity charge/ccf +chemical charge - calculated according to current General Water Service Rate 2.
Domestic Service Inspection Fee (Customer Choice Program)	Each inspection visit for 2" or less diameter services only – no engineering drawings or service evaluation required.	\$70 ea.



Schedule of Fees & Charges Water Rule and Regulation 15

WATER FEES and CHARGES		
Charge Description	When Applied	Charge
Permit Application (Customer Choice Program)	Initial request by contractor seeking qualification	\$400
Annual Contractor's Qualification permit fee (Customer Choice Program)	Annually	\$150
Engineering, Inspection and Administration (Customer Choice Program)	On-site mains and commercial services <u>For a project with a Board estimated construction cost of \$100,000 or less:</u> <u>For project with a Board estimate construction cost >\$100,000:</u>	<u>For a project with a Board estimated construction cost of \$100,000 or less:</u> 5% inspection deposit (\$1,000 minimum) 3% <u>minimum</u> engineering and administration charge (\$600 minimum). <u>The LBWL reserves the right to adjust the percentage charged based on anticipated project costs.</u> <u>For project with a Board estimate construction cost >\$100,000:</u> 4% inspection deposit 2% <u>minimum</u> engineering and administration charge. <u>The LBWL reserves the right to adjust the percentage charged based on anticipated project costs.</u> Inspection deposits will be reconciled with actual inspection costs upon completion of the project. The difference will be reimbursed or billed to the customer, except in cases where actual inspection costs are less than the \$1,000 minimum inspection charge.
<u>BULK WATER PERMIT</u> Temporary Hydrant Usage for construction, festivals and governmental special use by special permit.	<u>Initial Application Fee</u> <u>Yearly</u> Within Board service area for construction use <ul style="list-style-type: none"> • Permit Fee per project • (A) 1" RPZ backflow device plus Commodity fee • (B) 2" RPZ backflow device plus Commodity fee • (C) Other approved backflow prevention 	<u>\$120 ea</u> <u>\$120 yearly</u> \$150 \$660 if required. \$60 month or portion thereof \$1,050 if required \$160 /month or portion thereof

	device	Cost based on estimated usage
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WATER FEES and CHARGES		
Charge Description	When Applied	Charge
<p><u>BULK WATER PERMIT</u></p> <p><u>Temporary Hydrant Usage for construction, festivals and governmental special use by special permit.</u></p>	<ul style="list-style-type: none"> • Non-compliance fee • Hydrant wrench • Water Theft Penalty Fee <p>Festivals, non-profit or otherwise - includes rental of RPZ</p> <p>Metered use for approved governmental special use – includes rental of RPZ</p>	<p>\$250 deposit</p> <p>\$45</p> <p>\$500 1st occurrence Up to \$1500 2nd occurrence Up to \$5000 3rd occurrence and permit revocation</p> <p>1” 1-3 days = \$100 4-7 days = \$300 8-14 days = \$500</p> <p>2” 1-3 days = \$250 4-7 days = \$500 8-14 days = \$750</p> <p>Setup and removal cost plus Residential Water Service Rate 1 commodity charge.</p>
Security Deposits - Residential	<p>For all new customers unless waived by conditions stated in Rule 7.</p> <p>Water & City Sewer</p> <p>Water Only</p>	<p><u>2 times average monthly bill \$140</u></p> <p><u>2 times average monthly bill \$60</u></p>
Security Deposits – Commercial & Industrial	For all new and existing customers unless waived by conditions stated in Rule 7.	2 times average monthly bill

<u>WATER FEES and CHARGES</u>		
<u>Charge Description</u>	<u>When Applied</u>	<u>Charge</u>
New Service Application Charged	Charged at turn on of new service	\$7
Connect (Turn-on/turn-off) fee	Standard Service By the end of the next business day of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No Charge \$135
Reconnection Fee	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or on Saturday will be completed by the end of the day.	\$60 \$135
Meter Tampering	Each Occurrence	\$155
Failed Payment Fee/Non-Sufficient Funds Fee	For Non-Sufficient Funds on Checks and failed electronic payments	\$30
Missed Appointment, No Show, No access Fee	After second occurrence, per occurrence	\$30
Meter Calibration Charge	Customer request meter calibration check is within plus or minus 1.5% of accuracy Up to 2" meters Greater than 2" meters	\$85 Labor and Material
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
Charges other than those published	Relocations, repeat thawing, damages, etc.	At cost



Rules and Regulations For Steam Service

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DEFINITIONS OF TERMS AND THEIR ABBREVIATIONS

ANNUAL REVENUE – Board estimated income received from a Customer or a group of Customers for a twelve (12) month period, less sales tax, franchise fees and other fees earmarked in the rates.

BOARD – When used in these Rules and Regulations, Board is an abbreviation meaning the Board of Water and Light.

CUSTOMER – A purchaser of steam service supplied by the Board.

CUSTOMER PIPING – A piping system owned or controlled by the Customer that conveys steam from the Service Location throughout the Customer’s Premises.

CUSTOMER STEAM SERVICE – Those pipes, valves and appurtenances installed between a Steam Main and Customer Piping.

DEMAND – The rate of steam delivered at a given point.

FACILITIES – A general term which includes pipes, fittings, valves, associated structures and the like, used as a part of or in connection with a steam installation.

METER SETTING – Those pipes, valves, traps, and other appurtenances associated with the steam meter.

ON-SITE STEAM MAIN – Steam Mains installed on private property that will be located in easements or public right-of-way and owned and maintained by the Board.

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

PREMISES – A building and its grounds.

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

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

SERVICE LOCATION – The point at which the Board has agreed to provide steam service to Customer Piping, also defined as the location of the service valve.

SERVICE VALVE – The valve installed by the Board at the Service Location in the building.

STEAM DISTRIBUTION SYSTEM – The system of Steam Mains, pipes, fittings, valves and all equipment and appurtenances thereto, necessary to distribute steam to Customer Steam Service.

STEAM MAIN – A pipe owned and maintained by the Board that conveys steam to a Customer Steam Service.

General Provisions

Copies of the Board's Rate Schedules for steam service are open to public inspection at the Board's offices and are available on the Board's Internet Web site www.lbw.com or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light at Utility Services, at 1232 Haco Drive, Lansing, Michigan 48912.

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

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

The Customer should contact the Board's Customer Projects and Development Department to determine the characteristics of the steam service available at the Premises. The Customer Projects and Development Department will inform the Customer of the Board's requirements, which must be fulfilled by the Customer, in order to receive steam service.

The Board may discontinue steam service to any Customer for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law. The Customer must pay a [reconnection fee](#) as stated in [Rule 12](#) to cover the costs of restoring steam service that has been discontinued for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law.

Requests for temporary discontinuation of water service for purposes such as winterization or seasonal home vacancy shall be subject to a reconnection fee as stated in [Rule 12](#) to cover the costs of restoring water service.

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

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

Service Conditions

1. Character of Service

The Board produces and distributes saturated steam for public use throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply and to maintain steam temperature and pressure within reasonable limits.

The Board shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties, operation of safety devices, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, Facilities or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry, act of God, war, action of the elements, storm or flood, fire, riot, sabotage, labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

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

2. Description of Service

A. Availability of Service

- (1) Saturated steam service is available twelve (12) months a year to Customers in the City of Lansing except where the Board has determined it to be impractical to serve.
- (2) Low pressure steam service at pressures less than 15 pound per square inch-gauge (psig) is available where distribution mains are installed in a large portion of the downtown area. The pressure varies according to location, load conditions and ambient temperature, but generally is between 5 and 12 psig at building Service Valves.
- (3) Medium pressure steam service at pressures exceeding 15 psig is available in some portions of the service area. The pressure usually is 75 psig at building Service Valves but may vary from 25 psig to 125 psig according to location and load conditions.
- (4) High pressure steam service at pressures up to 275psig is available in some portions of the service area.
- (5) Steam service is not available where the Board must bring the Customer Steam Service across another parcel or lot in order to provide service.
- (6) In the case where there is more than one Steam Main capable of providing service, the Board shall determine which Steam Main will be used for service and the location of the Customer Steam Service connection.

B. Agreements

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

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

The Board may charge a Connect Fee when the Customer request the service to be made active outside normal business hours as specified in [Rule 12](#).

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

C. Material Availability

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

Use of Service

1. General

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

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

No Person other than an authorized employee of the Board shall open or close the outside valve on the Customer Steam Service. No person except an authorized Board employee shall tap, modify or connect to a Steam Main or any of the pipes comprising the Customer Steam Service.

2. Access and Damages

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

The Board's authorized personnel or agents of the Board shall have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including without limitation: 1) install, inspect, read, repair, maintain, test or remove its meters 2) install, operate and maintain other Board equipment or Facilities, and 3) inspect service installations, Customer Piping, and to determine the connected steam Demand.

If the meters, metering equipment or other Board property are damaged or destroyed through the neglect of the Customer, the cost of necessary repairs or replacements shall be the responsibility of the Customer.

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as premises being locked, meter being inaccessible or unsafe conditions, then after due written notice to the Customer, the steam service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval and the Customer has paid the appropriate [reconnection fee](#) as stated in Rule 12.

3. Customer Piping and Equipment

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

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

Alterations to the Customer Steam Service or associated equipment are prohibited without approval of the Board.

4. Steam Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, water hammer or other problems in the Steam Distribution System or to other Customers. If the Board notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within the Board requested timeframe, the Board will discontinue service until the Customer has remedied the situation and has paid fees for Investigations and Reconnections under [Rule 12](#).

5. Improper Use and Tampering

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

If steam is being used by a Customer without proper application for service or steam service connection, the Board may discontinue service without notice. In case of such discontinuance of service, the Board shall restore service only after the Customer has paid a meter tampering fee and a [reconnection fee](#) as stated in Rule 12, and has made appropriate restitution for stolen services and damaged equipment.

The Board may discontinue service and seek criminal charges, if it is determined that the meter or piping on the Customer's Premises has been tampered with or altered in any manner to steal steam. If the Board discontinues service for this reason, the Board shall restore service only after the Customer has paid the [reconnection fee](#) as stated in Rule 12, made appropriate restitution for stolen service and made provisions for metering and/or piping changes as may be required by the Board.

6. Discontinuation of Service

Service may be voluntarily or involuntarily disconnected.

A. Voluntarily

A. Service may be voluntarily disconnected per 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 the Board as soon as possible service was not completely disconnected. The Board is unable to confirm service has been completely disconnected without a representative present at the time of disconnection. Consequently, the Board is not responsible for any property damage that results from service disconnection.

B. Demolition

Service may be voluntarily permanently disconnected, for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination.

C. Involuntary

Service may be involuntarily disconnected in the following instances:

- (a) Noncompliance with applicable Rules and Regulations;
- (b) Noncompliance with Municipal, State and or Federal law; or
- (c) Issuance of a Court Order

To the extent the customer is aware of service being involuntarily 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, the customer must notify the Board as soon as possible if service was not completely disconnected. Further, the Board is not responsible for any property damage that results from service disconnection.

Metering

1. General

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

Inquiries regarding installation requirements should be directed to the BOARD's Customer Projects and Development Department.

2. Sizing/Installation/Ownership

- A. The METER SETTING shall be understood to consist of either of the following:
- (1) Condensate Collection Type Meter Settings shall consist of a gate valve, strainer, union, master trap and condensate meter. The meter set shall be installed at the termination of the building's condensate piping system. The Customer shall furnish the gate valve, strainer, union and master trap. The BOARD shall furnish the condensate meter for installation by the customer and subject to applicable fees.
 - (2) Steam Flow Meter Settings shall consist of an arrangement of pipes, valves, traps, flow straighteners, and steam flow meter, and may also include other appurtenances required to support and provide acceptable steam flow characteristics through a flow type meter, in accordance with the meter manufacturer recommendations and the BOARD'S specifications and standards. The meter setting shall be installed at the location where the steam service enters the building. The customer shall furnish all pipes, valves, flow straighteners and all other required appurtenances. The BOARD shall furnish the steam flow meter and trap(s) for the flow meter setting, for installation by the customer, subject to applicable fees.
- B. It is the responsibility of the CUSTOMER to obtain all required materials for the METER SETTING (except for the meter which will be furnished by the BOARD, and all communication and control wiring for the metering and monitoring equipment which will be furnished and installed by the BOARD), and perform the installation of the METER SETTING in accordance with all applicable BOARD standards and specifications.
- C. The piping outlet of the condensate meter shall be arranged to discharge to atmospheric pressure. Should the Customer choose to utilize discharged condensate for other means, the Board shall install a pre-manufactured "air-gap" device directly after the meter discharge to ensure that the condensate meter can drain freely.
- D. The BOARD shall inspect the METER SETTING prior to being placed in service. The CUSTOMER is responsible for correcting any deficiencies discovered during inspection, or which may become apparent after the METER SETTING is placed in service.
- E. Upon installation of the meter setting by the Customer, and Approval by the BOARD, the BOARD will own and maintain all components of the meter setting including valves, strainers, straighteners, traps, unions, and meters. The Board shall also own and maintain any connective wiring, including fiber optic cable, or other communication means used to obtain meter reads, alerts, and meter status information from the meter.

- F. The BOARD will not own and maintain any piping after the METER SETTING to a drain, or the drain for condensate. Condensate disposal shall be the responsibility of the CUSTOMER. The Board shall not own or maintain any conduit, cableways, or route used from connective wiring for the Meter Setting.
- G. The Board may furnish more than one meter for installation by the Customer, depending upon the total capacity needed, the system arrangement, or the number of Customers in the building.
- H. The sizing of metering equipment shall be determined by the Board. It is the responsibility of the Customer to provide an estimate of Demand in LBS/HR for the maximum and minimum anticipated flows during summer and winter heating seasons. The estimate shall include all proposed steam processes and their respective Demands, including but not limited to space heating, humidification, hot water heating, and cooking.
- I. The Board reserves the right to re-size any Meter Setting if it is discovered that the installed meter size or type is inappropriate for the actual Demand. The cost of re-sizing the meter shall be the responsibility of the Customer.

3. Equipment Location

- A. The Customer shall provide, at no expense to the Board, a space/enclosure suitable to the Board for the installation of the necessary metering equipment. The Customer shall furnish the space and the provisions for mounting metering and service equipment to meet Board requirements. Inquiries regarding installation requirements should be directed to the Board's Customer Projects and Development Department.
- B. The Customer shall locate meter setting inside the building served in a well-ventilated, well lit, heated area with ample space for meter reading and maintenance.
- C. The Customer shall not place the meter in a pit below floor level, a rest room or on a platform higher than thirty (30) inches above the floor unless Board approved steps and platform are installed.
- D. Mounting devices or support the Meter Setting, including but not limited to conduits for connective and communications wiring, stands, and brackets shall be the responsibility of the Customer to install and maintain. Support shall be substantial, level, concrete or metal, with enough space for the outlet piping and at least two (2) feet of unobstructed clearance directly above the meter. All Meter Settings shall be located at an elevation easily accessible for personnel standing at floor grade for reading and maintenance. Wood supports are not acceptable for new meter installations or meter upgrades.
- E. If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as premises being locked, meter being inaccessible or unsafe conditions, then after due written notice to the Customer, the steam service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval and the customer has paid the appropriate reconnection fee.

4. Damaged Meter

The Customer shall be held liable for damage to the metering and monitoring equipment, and communication and control wiring from acts of carelessness, negligence or willful damage by owner, their agent or tenants. The cost of necessary repairs or replacements shall be the responsibility of the Customer.

Application of Rates

1. General

Steam Rates are based on the Board providing only one Customer Steam Service to a building or structure. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

2. Resale

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

The Board shall have no obligation to furnish, test or maintain meters or other facilities for the resale of service by the reselling owner or operator to the occupant.

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

The owner or operator providing the resale shall be responsible for testing of each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained within 2%. Meters shall be tested only by outside testing services or laboratories approved by the Board.

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

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

The reselling owner or operator shall supply each occupant with a steam system adequate to meet the needs of the occupant with respect to the nature of service, pressure, and other conditions of service.

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

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

3. Choice of Rates

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

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

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

4. Billing

Customers having more than one meter shall have consumption computed by individual meter in accordance with the current Rate Schedule.

5. Minimum Charges

A minimum charge, as defined by the Rate in effect, shall be applied to all services and billed to the Customer. Where the Customer requests that a service be discontinued, the Board shall deactivate the service by any appropriate means, including without limitation, removing the meter and by disconnecting the service from the Board's Steam Distribution System.

6. Property Owner-Landlord Agreement for Automatic Leave On "ALO" Service

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

The BWL strongly recommends property owners/landlords enroll their properties in Automatic Leave On services. The BWL is not responsible for the consequences of service interruptions that result from renters/tenants vacating the landlord tenant properties. Automatic Leave On Service allows property owners/landlords to maintain services, be aware when tenants vacate the landlord tenant properties and minimize any potential property damage that may result from service interruptions.

Responsibility for Payment of Bills

1. General

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

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

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

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

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

The Board will charge a “Non-Sufficient Funds Fee” in accordance with [Rule 12](#) for returned checks.

2. Estimated Consumption

Readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual meter readings.

If for any reason all the steam used cannot be register accurately, the unmetered portion shall be estimated by the Board on the basis of prior consumption, the operating characteristics of the building and equipment, or the Board’s experience in like circumstances.

3. Billing Errors

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

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

4. Account Security Deposits

The Board shall require an account security deposit from any new or existing Customer with an unacceptable credit history with the Board. The Board shall apply different rules to new Customers signing up for service in accordance with [Rule 7.4.B](#). The deposit is normally 2 times the average monthly bill (actual or estimated) as determined by the Board and shall be applied according to [Rule 12](#). Security Deposits shall be administered in accordance with Customer Service established Standards and Guidelines

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

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

- (1) The Customer has purposefully misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents his or her identity.
- (3) The Customer tampered, or interfered with utility service in the past 6 years, without the express written permission of the Board.
- (4) The Customer failed to provide adequate and acceptable identification at the time of applying for service.
- (5) The Customer has had one or more payments canceled in the last 12 months due to:
 - (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) filed electronic funds transfers
 - (g) or other payment method cancellation
- (6) The Customer has a prior account that is delinquent within the last 6 years.
- (7) Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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

Residential Customers

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

Commercial and Industrial Customers

- (1) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (2) The Customer's bill is paid by a governmental agency.
- (3) The Customer secures a guarantor; the guarantor has an acceptable payment history.
- (4) The Customer provides an acceptable surety bond.
- (5) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at 1201 S. Washington Avenue, Lansing, Michigan 48910.
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.

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

Distribution System Extensions

1. General

When application is made for steam service which requires the extension of the Board's existing Steam Distribution System or installation of a new steam service, the Board will make such extensions when the estimated annual revenue, probable stability of the load and prospective load growth reasonably warrant the capital expenditure required. The Board shall have the final determination of estimating loads, consumption and revenue of distribution extension and services to calculate Annual Revenue.

A. Request for Distribution System Extension

[Rule 9](#) sets forth the conditions under which the Board will extend its Steam Distribution System.

B. Ownership

The Board shall provide, own, maintain and specify all of its distribution Facilities including location. No ownership rights to Board Facilities shall pass to any owner(s), developer(s), or Customer(s) by reason of any contribution required hereunder.

C. Availability of Distribution System Extension

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

Steam Distribution System extensions are generally available throughout the steam service area if the requested service will not disturb or impair service to prior users and is within or contiguous to areas presently served.

D. Installation of Distribution System Extension

All Steam Distribution System extensions shall be installed by the Board or its agent.

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

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

Installation of a Steam Distribution System extension will be initiated provided:

- (1) The Customer has entered into a written agreement with the Board for the construction of the Steam Distribution System extension.
- (2) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 10](#) for the Steam Distribution System extension and any required system reinforcement.
- (3) Where applicable, the 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 is in workable condition.

- (4) The Customer has provided, and the Board has approved, a site plan detailing the pertinent design features of the proposed extension to the Customer Projects and Development Department. During the review process, the Board may specify plan changes to be made by the Customer prior to approval by the Board.
- (5) Construction during the winter season will only occur at the Board's discretion.

E. Deposit

The Customer may be required to pay all or a portion of the cost of the extension to Steam Distribution System, installation of Customer Steam Service, or Meter Settings, based on an evaluation of the Board's recovery of capital cost along with other business related matters.

The Customer may be required to make a deposit based on the following:

- (1) For Customer(s) to be served within one year: The Board shall require a deposit from the Customer, prior to construction, in the amount that the estimated cost of the distribution extension and service exceeds one (1) times the estimated new [Annual Revenue](#) to be received from the Customer(s). Any nonrefundable contribution in aid of construction made will be credited against the cost of such extension for purposes of this calculation.
- (2) For serving Loads of questionable stability or development: A deposit, if required, by the Customer will be based on an evaluation of the Board's recovery of capital cost along with other business related matters.
- (3) Prior to the installation of an extension to the Steam Distribution System, the owner(s), developer(s) or Customer(s) who are to make any contribution required hereunder shall be required to enter into a written agreement. The agreement will generally describe the proposed distribution system and set forth the respective obligations of the parties. Such agreements shall be subject in all respects to the provisions of this [Rule 9 and 10](#). Each proposed extension shall be a separate and distinct unit and any extension thereof shall, if agreed to by the Board, be made the subject of a separate written agreement.

F. Refunds

- (1) [Distribution Line](#) extension deposits made with the Board shall be subject to refund without interest during the first five (5) twelve (12) month periods from the date of the written agreement for a distribution system extension as required by these Rules and Regulations, [Rule 9 and 10](#). Refunds will only be made to person(s) making the deposit and shall cease when they equal the amount deposited or at the close of the fifth twelve (12) month period following the month during which the line extension is completed, after which the Board shall have no further obligation to refund any remaining portion of the line extension deposit.
- (2) The Board will refund to the party making the deposit:
 - (a) An amount equal to one (1) times the first year estimated [Annual Revenue](#) less the construction cost of the extension for the Steam Distribution System for each additional new commercial/industrial permanent Customer(s) directly connected to the extension.

- (b) Directly connected Customers are those that do not require the construction of more than 300 feet of Steam Main. Refunds will not be made until the original Customer(s) or its equivalent is permanently connected to the extension.

G. Adequate Temperature, Pressure and Flow Capacity

The Board shall not make Steam Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Steam Distribution System extensions as determined by the Board.

Where a Steam Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Steam Distribution System extension, the Customer shall bear the cost of such Steam Distribution System reinforcement in accordance with [Rule 10](#).

H. Economic Development Offsets

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

I. Easements and Tree Trimming/Removal Permits

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

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

J. Non-Standard Equipment

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

K. Non-Standard Construction

Where, in the Board's judgment, practical difficulties exist such as unexpected governmental requirements, frost or wet conditions, contaminated soil, rock within the excavation surface, or where it is necessary to deviate from the Board's approved construction standards or

established distribution system design, the Board may require the Customer to pay for the additional cost resulting therefrom.

L. Other Facilities

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

M. Construction Date of Distribution System Extension

The Board, based on availability of work crews and material, and subject to approvals of the appropriate regulatory agencies, utilize best efforts in constructing the Steam Distribution System extension to meet a mutually agreed upon date.

2. Steam Facility Relocations and Removals:

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

Prior to any relocation or removal of steam Facilities, the Customer or developer shall be required to make a nonrefundable contribution in aid of construction. The contribution in aid of construction shall reimburse the Board for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing landscaping, etc., and any right-of-way costs as per this [Rule 9](#), plus the cost of any necessary modifications to the Board's Steam Distribution System affected by the relocation or removal, less the salvage value of any portion of the steam Facilities removed.

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

Services

1. General:

The Customer Steam Service shall be furnished, installed, owned and maintained by the Board. In the course of maintaining or repairing a Customer Steam Service, the Board shall bear no responsibility for damage incurred, or restoration to areas where the Customer Steam Service passes under any area not readily accessible. The Customer shall be responsible for additional repair costs due to these encumbered services.

The Service Location shall be specified by the Board and shall be located so that the Board's service Facilities meet or exceed all clearance requirements and applicable local codes.

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

Should it become necessary for the Board to reinforce or upgrade the Steam Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required as determined by Rule 9.

2. Application for Service

A. Request for existing services

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

B. Request for new services

Request for new services are taken by the Utility Services Section of the Customer Service Department at Board offices at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6700, during normal business hours.

C. Residential Service Applications

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

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

D. Commercial Service Applications

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

- (1) Legal Business Name and Tax ID Number (registered in Michigan)
- (2) Type of Business
- (3) Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
- (4) Telephone Number
- (5) Email Address
- (6) Contact Name(s)
- (7) Owner or Business Agent Name
- (8) Mailing Address if different from Service Address
- (9) Customer's estimated Demand, prior to receiving service, or upon modification to the Customer Steam Service that may result in a change of Demand.

3. Steam Service:

A. General

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

A plot plan showing the proposed building size, location of service entrance and steam equipment to be supplied shall be submitted to the Board's Customer Projects and Development Department for all service requests.

Customer Steam Services shall be installed from the Steam Main to the Customer's building in the most direct manner. The pipe comprising the connection shall cross only that legally described property upon which the building to be serviced is located.

It is the intent of the Board that all underground steam pipes be installed and maintained by the Board. However, where unusual or special circumstances exist, the Customer may request approval to install underground steam pipes. Applicants shall submit plans and specifications to the Board's Customer Projects and Development Department for approval prior to installation.

No person other than an authorized employee of the Board shall open or close the outside valve on the Customer Steam Service. No person except an authorized Board employee shall tap, modify or connect to a Steam Main or any of the pipes comprising the Customer Steam Service.

B. Customer Connections to Board Facilities

It shall be the Customer's responsibility to connect Customer Piping to the Service Location. All work shall be in full compliance with all Board standards and applicable codes.

The Customer shall install a Service Valve to control the entire steam supply to the building. This valve shall be installed within one foot of the Service Location and shall have ready access.

The Customer shall not connect to the Customer Steam Service except at the Service Location.

C. Customer Steam Piping

If a condensate collection type Meter Setting is specified, the Customer shall provide a customer steam piping system in accordance with the following rules.

(1) General

The Customer shall provide at least one automatic float type air vent for all systems except vacuum systems. The best location sometimes is in the condensate main.

No Customer Piping shall depend upon the master trap for steam trapping or vent for air removal, except a single zone, one pipe, direct steam system.

Customer Piping served with medium or high pressure steam shall be equipped with a pressure regulator, including a three valve by-pass and with a pressure relief valve. The relief valve shall have a capacity rating equal to the rating of the regulator, it is to be an ASME approved type, and shall discharge to the outside of the building or to a space in the building where little or no damage will occur if the valve operates. The proper relief setting depends upon the characteristics of the system.

The Customer shall make sufficient provisions for the support, grade expansion, and contraction of pipe near the service connections.

(2) Service Riser or Header Piping

The total length of Customer's service riser or header piping shall be kept to a minimum, but in no case shall the length exceed twenty (20) feet from the Board's Service Valve. A gooseneck is required from the top of all service risers unless the grade of the service from the top of the riser to the first branch connection exceeds one diameter of the pipe.

All service risers and header piping graded to the street main shall be insulated with at least one inch (1") thick standard pipe insulation.

When more than one Customer is supplied from a single service, each Customer's branch connection shall have a valve for controlling his service. Each Customer will be supplied and metered independently, and access shall be provided to each individual Service Valve. The risers or branch connections to the individual Customer's valve shall be as short as practicable. When the length of the common header pipe exceeds twenty (20) feet the condensate shall be piped to a master trap and meter and the steam consumption assigned to the building owner or an occupant by the owner.

(3) Automatically Operated Valves

Systems having an automatically operated valve which regulates the steam supply for more than one-third of the total installed capacity of space heating, space cooling, or domestic water heating shall be equipped with an adequately sized three valve by-pass around the automatic valve; unless the valve has a dependable, rapid, manual opening feature. The steam trap which serves the equipment shall also be equipped with a three valve by-pass.

(4) By-Pass Valves

All by-pass valves will be sealed in the closed position and shall not be operated except in emergencies. The Board's Customer Projects and Development Department shall be notified any time a sealed by-pass valve is opened.

D. Installation and Maintenance of Steam Services

Installation of a steam service will be initiated provided:

- (1) The Customer has provided the Board a final preliminary approved site plan for Board review and approval.
- (2) The Customer has entered into a written agreement with the Board for the construction of the steam service.
- (3) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 9](#) for the steam service.
- (4) Where applicable, the Customer shall have the plat recorded or final preliminary approval received, monuments or markers 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.
- (5) Construction during the winter season will only occur at the Board's discretion.

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

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

4. Steam Facility Relocations and Removals:

The Board will relocate or remove its steam Facilities in accordance with [Rule 9.2](#).

Condensate and Master Trap

1. General

If a condensate collection type Meter Setting is specified, the Customer shall provide a condensate piping system in accordance with the following rules.

Systems designed for more than one master trap and meter combination in different parts of a building shall not be installed unless written approval has been obtained from the Board.

Condensate disposal shall be the responsibility of the property owner once it passes through the Board's meter.

All piping shall be supported so that none of its weight depends on the meter or master trap, except when the pipe length between the two is three (3) feet or less.

2. Condensate

The Customer shall provide a condensate piping system in accordance with the following:

- A. Pipes carrying condensate from the entire system supplied by each Customer's Service Valve shall be connected to a single pipe ahead of the master trap assembly or the pump receiving tank.
- B. The Customer shall provide a readily accessible screwed cap or plug and a valve slightly above and at each end of every concealed portion of piping or wherever leakage or the effects of leakage will not be obvious. Use copper or other non-ferrous pipe, without joints if practicable, for such piping.
- C. When sections of the condensate piping depend on a water column to move the condensate, air loops or automatic vents ahead of the flooded portion shall be provided.
- D. Unrestricted gravity flow, without pockets or lifts, should be provided wherever practicable. Unavoidable flooded portions, such as loops around doorways, are to be copper or other non-ferrous pipe. Where lifts are unavoidable, the maximum amount of lift to the master trap shall be determined by the characteristics of the system and approved by the Board before installation.
- E. The Customer shall provide sufficient drainage capacity shall be provided at the meter outlet to allow for gravity discharge at the maximum rate of condensate flow. Extend a short drain pipe riser loosely around the smaller meter outlet nipple wherever extension of the drain pipe is necessary to reach a floor drain or sewer. (The Board may strap the outlet piping to the meter support).

3. Master Trap

For low, medium and high pressure systems except those equipped with a pump and surge tank, the Customer shall install a steam master trap ahead of the meter. The Customer shall in accordance with Board standards furnish and install the valve, strainer, and union just ahead of the trap inlet, and a union close to the trap outlet if the trap is not close to the meter inlet union. The trap may be at any convenient readily accessible location between the meter and the last branch connection into the condensate main.

Capacity of the master trap, or traps, as rated by the Manufacturer shall be at least equal to the maximum condensate rate of the system at the maximum condensate (water column) pressure

available, without flooding equipment, provided that this maximum pressure is not more than 48 inches.

4. Condensate (Surge) Tanks

The Customer shall provide a condensate (surge) tank instead of a master trap for systems which are equipped with a condensate pump or a vacuum pump. The volume of the tank shall be at least equal to the quantity of condensate discharged by the pump during two operations of the float-operated switch.

The Customer shall also:

- A. Install a valve in the single gravity discharge pipe from the bottom of the tank to the meter if the bottom of the tank is more than 12 inches above the meter inlet.
- B. Provide a short, open vent pipe at the top of the tank, independent of the condensate inlet pipe. If the pump is a vacuum type, connect both the condensate and air discharge pipes to the top of the tank, independently.
- C. Provide an emergency by-pass to a floor drain around the pump receiver.

5. By-pass Valve

The Customer shall in accordance with Board standards install a 3 valve by-pass around the master trap for any system having a maximum load in excess of 2200 pounds per hour.

Schedule of Fees & Charges

STEAM FEES and CHARGES		
Charge Description	When Applied	Charge
Security Deposits – Residential	For all new customers unless waived by conditions stated in Rule 7 .	2 times average monthly bill
Security Deposits – Commercial & Industrial	For all new and existing customers unless waived by conditions stated in Rule 7 .	2 times average monthly bill
Connect fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No charge \$135
Reconnection fee Non-pay or other (Normal hours) Non-pay or other (Other than normal hours)	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day.	\$60 \$135
Meter Tampering	Any time	\$155
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
Meter Calibration Charge	When Customer requested meter calibration check is within plus or minus 2% accuracy	\$175
Missed Appointment, No Show, No access Fee	After second occurrence, per occurrence	\$30
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Charges other than those published	Relocations, damages, etc.	At cost



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DEFINITIONS OF TERMS AND THEIR ABBREVIATIONS

- BOARD** – When used in these Rules and Regulations, Board is an abbreviation meaning the Board of Water and Light.
- BTU-** British Thermal Unit, the heat necessary to raise one pound of water one degree Fahrenheit.
- CHILLED WATER DISTRIBUTION SYSTEM** – The system of Chilled Water Mains, pipes, fittings, valves and all equipment and appurtenances thereto, necessary to distribute chilled water to Customer at the service location.
- CHILLED WATER MAIN** – The pipes owned and maintained by the Board that conveys chilled water to and from a Customer Chilled Water Service.
- CUSTOMER** – A purchaser of chilled water service supplied by the Board.
- CUSTOMER PIPING** – A piping system owned or controlled by the Customer that conveys chilled water from the Service Location throughout the Customer’s Premises.
- CHILLED WATER SERVICE PIPING** – Those pipes, valves and appurtenances installed between a Chilled Water Main and Customer Piping.
- DEMAND** – The rate of chilled water delivered at a given point in Tons of refrigeration.
- FACILITIES** – A general term which includes pipes, fittings, valves, associated structures and the like, used as a part of or in connection with a chilled water installation.
- 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 the Board’s rate-making body and the quantities to which they apply as specified in the Rate Schedule.
- RATE SCHEDULE** – A filed statement of the chilled water Rate and the terms and conditions governing its application as established by the Board’s rate-making body.
- RTU-** Remote Telemetry Unit housing Board owned Chilled Water metering and monitoring equipment.
- SERVICE LOCATION** – The point at which the Board has agreed to provide chilled water service to Customer Piping.
- SERVICE VALVES** – The valves installed by the Board at the Service Location on the customer’s premises. The Service Valves may be located at the property line, or within the Customer’s Premises, depending on the nature of the service and configuration of the Customer’s premises.

TON- A unit of refrigeration. One Ton equals to 12,000 BTU/hr.

General Provisions

Copies of the Board's Rate Schedules for chilled water service are open to public inspection at the Board's offices and are available on the Board's Internet Web site www.lbwl.com or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light, Utility Services, at [1232 Haco Drive](#)~~730 East Hazel Street~~, Lansing, Michigan 48912.

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

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

The Customer should contact the Board's Customer Projects and Development Department to determine the characteristics of the chilled water service available at the Premises. The Customer Projects and Development Department will inform the Customer of the Board's requirements, which must be fulfilled by the Customer, in order to receive chilled water service.

The Board may discontinue chilled water service to any Customer for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law. The Customer must pay a [reconnection fee](#) as stated in [Rule 12](#) to cover the costs of restoring chilled water service that has been discontinued for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law.

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

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

Service Conditions

1. Character of Service

The Board produces and distributes chilled water for public use throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply and to maintain chilled water temperature and pressure within reasonable limits.

The Board shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties, operation of safety devices, loss of electrical power needed to operate the Board's control valve, metering, and monitoring equipment, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, Facilities or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry, act of God, war, action of the elements, storm or flood, fire, riot, sabotage, labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

Notwithstanding any other provision of these rules, the Board may interrupt or limit chilled 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 reliability of the Chilled Water Distribution System, and the health, safety and welfare of its employees or Customers. The Board shall be under no liability with respect to any such interruption or limited supply.

2. Description of Service

A. Availability of Service

- (1) Chilled water service is available twelve (12) months a year to Customers in the City of Lansing except where the Board has determined it to be impractical to serve.
- (2) The Board will endeavor to deliver Chilled Water Service at a maximum supply temperature not to exceed 44 degrees Fahrenheit.
- (3) The Board will endeavor to deliver Chilled Water Service with maximum pressure not to exceed ~~100+20~~ psig and minimum pressure of not less than ~~60+00~~ psig at the discharge of the Board's production facility.
- (4) Chilled water service is not available where the Board must bring the Chilled Water Service Piping across another parcel or lot in order to provide service. The Chilled Water Service Piping shall cross only that legally described property upon which the building to be served is located.
- (5) In the case where there is more than one Chilled Water Main capable of providing service, the Board shall determine which Chilled Water Main will be used for service and the location of the Chilled Water Service Piping connection.

B. Agreements

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

In addition, the Board 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 service needs require unusual investments by the Board in service Facilities or where there is not adequate assurance of the permanent use of the service.

The Board may charge a Connect Fee when the Customer requests the service to be made active outside normal business hours as specified in [Rule 12](#).

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

C. Material Availability

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

Use of Service

1. General

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

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

2. Access and Damages

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

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

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as Premises being locked, meter being inaccessible or unsafe conditions, then after due written notice to the Customer, the chilled water service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval and the Customer has paid the appropriate [reconnection fee](#) as stated in [Rule 12](#).

3. Customer Piping and Equipment

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

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

Alterations to the Customer Chilled Water Service or associated equipment are prohibited without approval of the Board.

4. Chilled Water Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, water hammer or other problems in the Chilled Water Distribution System or to other Customers. If the Board notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within the Board requested timeframe, the Board will discontinue service until the Customer has remedied the situation and has paid fees for Investigations and Reconnections under Rule 12.

5. Improper Use and Tampering

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

If chilled water is being used by a Customer without proper application for service or chilled water service connection, the Board may discontinue service without notice. In case of such discontinuance of service, the Board shall restore service only after the Customer has paid the meter tampering fee and a [reconnection fee](#) as stated in [Rule 12](#) and has made appropriate restitution for stolen service and damaged equipment.

The Board may discontinue service and seek criminal charges, if it is determined that the meter or piping on the Customer's Premises has been tampered with or altered in any manner to steal chilled water. If the Board discontinues service for this reason, the Board shall restore service only after the Customer has paid the [reconnection fee](#) as stated in [Rule 12](#), made appropriate restitution for stolen service and made provisions for metering and/or piping changes as may be required by the Board.

6. Discontinuation of Service

Service may be voluntarily or involuntarily disconnected.

A. Voluntarily

Service may be voluntarily disconnected per 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 the Board as soon as possible that service was not completely disconnected. The Board is unable to confirm service has been completely disconnected without a representative present at the time of disconnection. Consequently, the Board is not responsible for any property damage that results from service disconnection. The Customer is responsible to advise the Board if the shutoff was not entirely effective.

B. Demolition

Service may be voluntarily permanently disconnected for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination

C. Involuntary

Service may be involuntarily disconnected in the following instances:

- (a) Noncompliance with applicable Rules and Regulations;
- (b) Noncompliance with Municipal, State and or Federal law; or
- (c) Issuance of a Court Order.

To the extent the customer is aware of service being involuntarily, 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 the Board as soon as possible if service was not complete disconnected. Further, the Board is not responsible for any property damage that results from service disconnection.

Metering

1. General

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

2. Sizing/Installation/Ownership

The Board shall furnish, own and maintain metering and monitoring equipment, including the following elements, at no cost to the customer.

- A. RTU Cabinet and components contained therein.
- B. Temperature Transducers and Thermowells.
- C. Flow Transducers and Mounting Hardware.
- D. Temperature Control Valve and Actuator.
- E. Differential Pressure Transducer, including taps and tubing.
- F. Analog Thermometers and Thermowells.
- G. All connective wiring from remote sensors to the RTU Cabinet.

The customer shall install the above components to Board specifications, at no cost to the Board.

In addition, the Customer shall furnish the following elements at no cost to the Board:

- A. Two 120 VAC 20 AMP power circuits to the RTU Cabinet.
- B. Connective Conduits between the Sensors and the RTU Cabinet.
- C. All associated mounting hardware.
- D. A conduit route for communications and control wiring from the location of the RTU Cabinet to an electrical manhole of the Board's choosing.

The customer shall be responsible for the costs of installing communication and control wiring from the RTU panel to the Chilled Water Plant. The Board shall install, own and maintain all communication and control wiring for the metering and monitoring equipment.

3. Equipment Location

- A. The Customer shall provide, at no expense to the Board, a space/enclosure suitable to the Board for the installation of the necessary metering equipment. The Customer shall furnish the space and the provisions for mounting metering and service equipment to meet Board requirements. Inquiries regarding installation requirements should be directed to the Board's Customer Projects and Development Department.

- B. The Customer shall locate metering equipment inside the building served in a well-ventilated area with ample space for meter reading and maintenance.
- C. The Customer shall not place metering equipment in a pit below floor level, in a rest room or on a platform higher than thirty (30) inches above the floor unless Board approved steps and platform are installed.

4. Damaged Meter

The Customer shall be held liable for damage to the metering and monitoring equipment, and communication and control wiring from acts of carelessness, negligence or willful damage by owner or his tenants. The Board will repair any meter so damaged, and the cost shall be billed to the Customer.

Application of Rates

1. General

Chilled Water Rates are based on the Board providing only one Customer Chilled Water Service to a building or structure. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

2. Resale

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

The Board shall have no obligation to furnish, test or maintain meters or other facilities for the resale of service by the reselling owner or operator to the occupant.

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

The owner or operator providing the resale shall be responsible for testing of each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained within 2%. Meters shall be tested only by outside testing services or laboratories approved by the Board.

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

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

The reselling owner or operator shall supply each occupant with a chilled water system adequate to meet the needs of the occupant with respect to the nature of service, and other conditions of service.

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

The renting of Premises with the cost of chilled 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 and contract.

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, the Board shall deactivate the service by any appropriate means, including without limitation, removing the metering devices and by disconnecting the service from the Board's Chilled Water Distribution System.

5. Property Owner-Landlord Agreement for Automatic Leave On "ALO" Service

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

The BWL strongly recommends property owners/landlords enroll their properties in Automatic Leave On services. The BWL is not responsible for the consequences of service interruptions that result from renters/tenants vacating the landlord tenant properties. Automatic Leave On Service allows property owners/landlords to maintain services, be aware when tenants vacate the landlord tenant properties and minimize any potential property damage that may result from service interruptions.

Responsibility for Payment of Bills

1. General

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

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

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

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

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

The Board will charge a “Non-Sufficient Funds Fee” in accordance with [Rule 12](#) for returned checks.

2. Estimated Consumption

Readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual meter readings.

If for any reason all the chilled water used cannot be registered accurately, the unmetered portion shall be estimated by the Board on the basis of prior consumption, the operating characteristics of the building and equipment, or the Board’s experience in like circumstances.

3. Billing Errors

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

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

4. Account Security Deposits

The Board shall require an account security deposit from any new or existing Customer with an unacceptable credit history with the Board. The Board shall apply different rules to new Customers signing up for service in accordance with [Rule 7.4.B](#). The deposit is normally 2 times the average monthly bill (actual or estimated) as determined by the Board and shall be applied according to [Rule 12](#). Security Deposits shall be administered in accordance with Customer Service established Standards and Guidelines.

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

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

- (1) The Customer has purposefully misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents his or her identity.
- (3) The Customer tampered or interfered with utility service in the past 6 years, without the express written permission of the Board.
- (4) The Customer fails to provide adequate and acceptable identification at the time of applying for service.
- (5) The Customer has had one or more delinquent payments in the last 12 months due to:
 - (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) filed electronic funds transfers
 - (g) or other payment method cancellation
- (6) The Customer has a prior account that is delinquent within the last 6 years.
- (7) Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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

Residential Customers

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

A.

Commercial and Industrial Customers

- (1) The Customer has previously established an acceptable payment history with the Board on a similar account.
- (2) The Customer's bill is paid by a governmental agency.
- (3) The Customer secures a guarantor with a similar account and an acceptable payment history.
- (4) The Customer provides an acceptable surety bond.
- (5) The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at [1201 S. Washington Avenue, Lansing, Michigan 489101232 Haco Drive, Lansing, Michigan, 48912](https://www.lansingmi.gov/1201-S-Washington-Avenue-Lansing-Michigan-489101232-Haco-Drive-Lansing-Michigan-48912).
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.
- C. The Board and the Customer shall:
 - (1) Have the right to be represented by Counsel or other persons of their choice.
 - (2) Have the right to present evidence, testimony and oral and written argument.

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

Distribution System Extensions

1. General

A. Request for Distribution System Extension

[Rule 9](#) sets forth the conditions under which the Board will extend its Chilled Water Distribution System.

B. Ownership

The Board shall provide, own, maintain and specify all of its distribution Facilities including location. No ownership rights to Board Facilities shall pass to any owner(s), developer(s), or Customer(s) by reason of any contribution required hereunder.

C. Availability of Distribution System Extension

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

Chilled Water Distribution System extensions are generally available throughout the chilled water service area if the requested service will not disturb or impair service to prior users and is within or contiguous to areas presently served.

D. Installation of Distribution System Extension

All Chilled Water Distribution System extensions shall be installed by the Board or its agent.

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

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

Installation of a Chilled Water Distribution System extension will be initiated provided:

- (1) The Customer has entered into a written agreement with the Board for the construction of the Chilled Water Distribution System extension.
- (2) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 11](#) for the Chilled Water Distribution System extension and any required system reinforcement.
- (3) Where applicable, the Customer has recorded the plat or final preliminary approval has been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- (4) Construction during the winter season will only occur at the Board's discretion.

E. Adequate Temperature, Pressure and Flow Capacity

The Board shall not make Chilled Water Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Chilled Water Distribution System extensions as determined by the Board.

Where Chilled Water Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Chilled Water Distribution System extension, the Customer shall bear the cost of such Chilled Water Distribution System reinforcement in accordance with [Rule 11](#).

F. Economic Development Offsets

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

G. Easements and Tree Trimming/Removal Permits

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

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

H. Non-Standard Equipment

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

I. Non-Standard Construction

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

J. Other Facilities

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

K. Construction Date of Distribution System Extension

The Board, based on availability of work crews and material, and subject to approvals of the appropriate regulatory agencies, utilize best efforts in constructing the Chilled Water Distribution System extension to meet a mutually agreed upon date.

2. Chilled Water Facility Relocations and Removals:

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

- B. Prior to any relocation or removal of chilled water Facilities, the Customer or developer shall be required to make a nonrefundable contribution in aid of construction. The aid in contribution of construction shall reimburse the Board for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this [Rule 9](#), plus the cost of any necessary modifications to the Board's Chilled Water Distribution System affected by the relocation or removal, less the salvage value of any portion of the chilled water Facilities removed.

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

Services

1. General:

The Customer Chilled Water Service shall be furnished, installed, owned and maintained by the Board. In the course of maintaining or repairing a Customer Chilled Water Service, the Board shall bear no responsibility for damage incurred or for restoration to areas where the Customer Chilled Water Service passes under any area not readily accessible. The Customer shall be responsible for additional repair costs due to these encumbered services

The Service Location shall be specified by the Board and shall be located so that the Board's service Facilities meet or exceed all clearance requirements and applicable local codes.

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

Should it become necessary for the Board to reinforce or upgrade the Chilled Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required as determined by [Rule 11](#).

2. Application for Service

A. Request for existing services

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

B. Request for new services

Request for new services are taken by the Utility Services Section of the [Customer Service](#)~~Customer Projects and Development~~ Department at Board offices at [1232 Haco Drive](#)~~730 E. Hazel Street~~, Lansing, Michigan 48912 or by calling (517) 702-6700, during normal business hours.

C. Commercial Service Applications

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

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

3. Chilled Water Service:

A. General

The Customer shall provide the chilled water demand and a site plan showing the proposed building size and location of proposed service entrance to the Board's Customer Projects and Development Department.

Customer Chilled Water Services shall be installed from the Chilled Water Main to the Customer's property line in the most direct manner. The pipe comprising the connection shall cross only that legally described property upon which the building to be serviced is located.

It is the intent of the Board that all underground chilled water pipes be installed and maintained by the Board. However, where unusual or special circumstances exist, the Customer may request approval to install underground chilled water pipes. Applicants shall submit plans and specifications to the Board's Customer Projects and Development Department for approval prior to installation.

No person other than an authorized employee of the Board shall operate any valve, blowoff, or any other device connected anywhere on the Customer Chilled Water Distribution System, including without limitation, any Customer Chilled Water Service or metering. No Person except an authorized representative of the Board shall tap, modify or connect to a Chilled Water Main or any of the pipes comprising the Customer Chilled Water Service. Alternations to the Board's Facilities (including pipes, valves, and metering) are prohibited without approval of the Board.

The Customer shall flush the Customer Piping prior to connection to the Customer Chilled Water Service. The flushing shall remove all debris and foreign matter from the Customer Piping. The Board shall be notified of the date of flushing and given the opportunity to witness same. The Customer shall not use the Customer Chilled Water Service for cleaning or flushing of the Customer Piping.

B. Customer Connections to Board Facilities

It shall be the Customer's responsibility to connect Customer Piping to the Customer Chilled Water Service. All work shall be in full compliance with all Board standards and applicable codes.

The Customer shall not connect to the Customer Chilled Water Service except at the outlet side of the Board Service Valves.

C. Customer Chilled Water Piping

The Customer shall make sufficient provisions to support the Customer Piping so that the Board's Customer Chilled Water Service is not adversely affected.

The Customer shall inform the Board of the date of connection to the chilled water system. The Board shall be afforded the opportunity to witness the connection.

D. Installation and Maintenance of Chilled Water Services

Installation of a chilled water service will be initiated provided:

- (1) The Customer has provided the Board a final preliminary approved site plan for Board review and approval.

- (2) The Customer has entered into a written agreement with the Board for the construction of the chilled water service.
- (3) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 11](#) for the chilled water service.
- (4) Where applicable, the Customer shall have the plat recorded or final preliminary approval received, monuments or markers 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.
- (5) Construction during the winter season will only occur at the Board's discretion.

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

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

4. Chilled Water Facility Relocations and Removals:

The Board will relocate or remove its chilled water Facilities in accordance with [Rule 9.2](#)

System Extension & Service Deposit

1. General

When application is made for chilled water service which requires the extension of the Board's existing Chilled Water Distribution System, the Board will make such extensions when the estimated annual revenue, probable stability of the load and prospective load growth reasonably warrant the capital expenditure required. The Board shall have the final determination of estimating loads, consumption and revenue of distribution extension and services.

2. Distribution System Extension and Customer Chilled Water Service

The Customer may be required to pay all or a portion of the cost of an extension of the Board's existing Chilled Water Distribution System and installation of a Customer Chilled Water Service, based on an evaluation of the Board's recovery of capital cost along with other business related matters.

3. Customer Chilled Water Service Only

The Customer may be required to pay all, or a portion of the cost, of the installation of a Customer Chilled Water Service based on an evaluation of the Board's recovery of capital cost along with other business related matters.



Schedule of Fees & Charges
Chilled Water Rule and Regulation 12

Schedule of Fees & Charges

CHILLED WATER FEES and CHARGES		
Charge Description	When Applied	Charge
Security Deposits –Commercial & Industrial	For all new customers unless waived by conditions stated in Rule 7 .	2 times average monthly bill
Connect fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No charge \$135 \$200
Reconnection fee Non-pay Meter Tampering	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day. Each occurrence	\$60 \$80 \$135 \$200 \$155 \$200
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
Missed Appointment, No Show, No access Fee	After second occurrence, per occurrence	\$30
Failed Payment Fee /Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Charges other than those published	Relocations, damages, etc.	At cost

2014 Energy Optimization and Renewable Energy Annual Update

Committee of the Whole

May 12, 2015



2014 Annual Update of PA 295

- Public Act 295 of 2008 requires each municipal utility to provide an annual update of its Energy Optimization and Renewable Energy programs to its governing board
- Each utility must file annual reports to the Michigan Public Service Commission
- Each utility must supply an annual report to its customers; the BWL will supply its report in the July Connections

Energy Optimization 2014 Programs

- Services for Low Income Customers
- Residential Programs
 - High Efficiency Lighting
 - Appliance Turn-in & Recycling
 - Multi-Family Services
 - Energy Star Products/Equipment
- Business Prescriptive & Custom Incentives
- Energy Education Services
- Pilot programs

Program Highlights

➤ Education in the Community

- Attended 26 local events with 3,391 attendees
- Did 20 presentations to community groups with 500 customers
- Conducted 1 Solar Array tour for an LCC class of 20 students

➤ Pilot Programs

- Think! Energy (school program with Consumers Energy)
- Michigan Saves Low Interest Financing
 - Partnership with Consumers Energy and Michigan Saves
 - Residential- 2.99% for \$1,000-\$30,000 loans for up to 10 years
 - Business – 2.99% for \$2000-\$250,000 for 2-5 years

Million Kilowatt Hour Club

Peckham Vocational Ind.	1,206,316
Demmer Properties LLC	1,007,592
State of Michigan DMB	2,787,976
General Motors	7,171,042
Quality Dairy	1,387,195
Lansing School District	2,243,169
Ashley/Ryder	4,011,057

Energy Optimization Summary

Program Portfolio	2014 Goals		2014 Actual	
	Gross First Year kWh Savings	Program Budget	Gross First Year kWh Savings	Program Budget
Low Income Services	1,015,814	\$280,898	802,794	\$187,713
Residential Programs	4,972,787	\$1,352,689	7,055,625	\$959,936
Business Services	12,022,697	\$2,483,508	15,235,950	\$1,930,250
Total Program Portfolio	18,011,298	\$4,117,095	23,094,369	\$3,077,899
Program Administration		\$257,501		\$255,795
Evaluation (EM&V)		\$306,019		\$203,800
ANNUAL TOTALS	18,011,298	\$4,680,615	23,094,369	\$3,537,494

Renewable Energy 2014 Results

- We are on track to meet the RPS standards
- RPS standards (based on percent of retail sales) are:
 - 2012 2%
 - 2013 3.3%
 - 2014 5.0%
 - 2015 10%
- The BWL has about 5.2% on an annual basis as of December 2014
- The BWL is in compliance with both renewable energy generation and its inventory of RECs
- Due to the ability to carry-forward renewable energy credits the BWL will not need any additional renewable energy until 2020 for compliance with PA 295

2014 Updates

- Began commercial operation of solar at REO in June
- Added 104 kWh to the Cedar Street array in July
- Started receiving wind energy from the 8 turbines in Gratiot County in December
- Issued and awarded RFP for up to 20 MW of solar
- Started development of a community solar project
- Launched an incentive program for customers who install solar at their home or business
- Reduced RE surcharges for all customer classes

Current Renewable Energy Portfolio

- Purchase Energy and RECs
 - Granger landfill gas
 - Tower Kleber Hydro
 - Wind from Exelon Wind in Gratiot County
- BWL Owned
 - Solar
 - Hydro

Continue to evaluate RE options

➤ Wind

- Exploring additional wind resources

➤ Biomass

- Continue to look for biomass products that can be co-fired with coal in our existing generating plants or as stand-alone projects

➤ Renewable energy will be included in IRP

Thank you.

Questions?

