



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, 730 East Hazel Street, 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.

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 except when such operation is caused by the negligence of the Board; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, Facilities or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry; act of God; war; action of the elements; storm or flood; fire; riot; sabotage; labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

Notwithstanding any other provision of these rules, the Board may interrupt or limit 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 Customers premises,

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

- (1) Service may be voluntarily disconnected per the Customer's request. The Board recommends that the Customer or the Customer's representative be present for the disconnection to ensure complete shutoff. It can be difficult for the Board to confirm that the service has been completely turned off if there is no one present at the premises during the shutoff. The Customer is responsible to advise the Board if the shutoff was not entirely effective.
- (2) [Requests for temporary discontinuation of service for purposes such as winterization or seasonal occupancy shall be subject to a reconnection fee as stated in Rule 12 to cover the costs of restoring service.](#)
- (3) [Service may be voluntarily permanently disconnected, for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination.](#)

B. Involuntary

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

Metering

1. General

All 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, and union and master trap. The BOARD shall furnish the condensate meter and master trap for installation by the customer and subject to applicable fees. The Board shall own and maintain the mater trap, condensate meter.
 - (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 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.
- D. 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.
- E. 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.

- F. The Board shall not own or maintain any conduit, cableways, or route used from connective wiring for the Meter Setting.
- G. 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.
- H. 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 for 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. Meter Calibration Request

Upon customer request and subject to applicable fees in Rule 12, 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.

5. Damaged Meter

- A. 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.
- 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 12.

Application of Rates

1. General

Steam Rates are predicated upon the Board not being required to provide not more than 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.

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-Rental Agent Agreement for "Leave On" Service

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

Responsibility for Payment of Bills

1. General

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

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

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

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.

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

3. Billing Errors

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

between original billing and the corrected billing. Corrected billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Refunds to Customers will normally be made promptly upon discovery of the error. Amounts due the Board from the Customer will be subject to normal collection policy and procedures.

4. Account Security Deposits

The Board shall require an account security deposit from any new or existing Customer with an unacceptable credit history with the Board. The Board shall apply different rules to new Customers signing up for service in accordance with Rule 7.4.CB. 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 deliberately misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents their identity.
- (3) The Customer has diverted or interfered, in an unauthorized manner, with utility service in the past 6 years.
- (4) The Customer has had one or more payments canceled in the last 12 months due to: (1) non-sufficient funds returned check, (2) account closed returned check, (3) non-sufficient funds bank bill, (4) account closed bank bill, (5) credit card reversal, (6) or other payment method cancellation.
- (5) The Customer has a prior account that is delinquent within the last 6 years.

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

Residential Customers

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

Commercial and Industrial Customers

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

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

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

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

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 of 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 are 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 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).

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 MI 48912 or by calling (517) 702-6006 during normal business hours.

B. Request for new services

Request for new services are taken by the Utility Services Section of the Customer Projects and Development Department at Board offices at 730 E. Hazel Street, Lansing MI 48912 or by calling (517) 702-6700, during normal business hours.

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 can not or will not verify their identity in person)
- (7) State or Governmental issued Identification (i.e. Drivers 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 delivered 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.

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. | \$239 |
| 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 3.00 p.m. weekdays are normally completed by the end of the same business day. | No charge |
| | 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. | \$200 |
| 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 3.00 p.m. weekdays are normally completed by the end of the same business day. | \$80 |
| | 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. | \$200 |
| Meter Tampering | Any time | \$200 |
| Customer requested service investigation or meter read | Each Occurrence | \$30 |
| | Valid Service or Metering Issue | 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 |
| Non Sufficient Funds (NSF) Fee | For Non Sufficient Funds on Checks | \$30 |
| Charges other than those published | Relocations, damages, etc. | At cost |