LANSING BWL

Hometown People. Hometown Power.

Rules & Regulations

Effective October 1, 2026



Electric Rules & Regulations

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Rule 1. Definitions

ADVANCED METER – An electronic device, also known as a smart meter, that records consumption of Electric Power and communicates the information to the BWL for monitoring and billing.

Advanced Meters enable two-way communication between the meter and the BWL.

ADVANCED METERING INFRASTRUCTURE (AMI) - The systems that allow the BWL to measure, collect, analyze Electric Power, water, chilled water and steam usage, and communicate with metering devices, either on request or on schedule. AMI includes hardware, software, communication equipment, energy displays and controllers, Customer-associated systems, meter data management software and BWL business systems.

ALTERNATE PRIMARY SERVICE – An additional or other Distribution Line of substantially the same characteristics supplied from the same electric distribution feeder circuit.

ALTERNATE PRIMARY SOURCE – An additional or other source of Electric Service of substantially the same characteristics supplied from a separate electric distribution feeder circuit.

AMPERE - Unit of electrical current.

ANNUAL REVENUE - BWL 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.

BWL - When used in these Rules and Regulations, an abbreviation meaning the Lansing Board of Water & Light.

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

CUSTOMER - A purchaser of electric service supplied by the BWL.

CUSTOMER INFORMATION – Customer-specific information received and stored by the BWL for purposes of participating in utility services or programs, including, but not limited to bill payment assistance, shutoff protection, renewable energy, demand-side management, load management or energy efficiency; payment data, credit history, driver's license or state ID numbers; social security number; birthdate; and Customer's consumption data.

DEMAND - The load at the terminals of an installation or system, averaged over a specified interval of time. Demand is expressed in Kilowatts, Kilovolt Amperes (kVA) or other suitable units.

CUSTOMER ENERGY RESOURCE – Any Customer connected resource that operates in parallel with the BWL's system and can provide energy to the BWL's system.

DISTRIBUTION LINE - That portion of the BWL's system which delivers Electric Power from transformation points on the transmission or bulk Power system to the Customer.

DISTRIBUTION SYSTEM EXTENSION – Any modification, addition to, or removal of existing electric distribution Facilities.

DUAL-WOUND TRANSFORMER - A transformer whose primary windings are designed and interconnected so the transformer has the full rating capability to operate on either of two different Primary Voltages.

DWELLING UNIT - 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 - An electric power industry term meaning both energy (the ability of an electric current to produce work) and power (the time rate of using electrical energy) expressed in kilowatt-hours and kilowatts.

ELECTRIC SERVICE - The delivery of Electric Power to a Customer.

FACILITIES - A general term which includes BWL equipment, devices, structures, systems, software, 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 Customers.

HORSEPOWER (hp) - Unit of mechanical Power equivalent to 746 watts of Electric Power. KILO (k) - Prefix meaning one thousand.

KILOVOLT AMPERE (kVA) – Unit of apparent Electrical Power which at 100% Power Factor is equivalent to one Kilowatt.

KILOWATT (kW) - 1,000 watts of Electrical Power, 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.

MIXED-USE BUILDING – Combines two or more distinct uses within a single structure, typically residential, commercial and/or industrial spaces.

MOBILE HOME COURT - 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 must be of a permanent nature with improved streets and with individual water and sewer connections to each lot.

MULTI-DWELLING STRUCTURE - A building containing three (3) 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 - Energy per unit of time.

POWER FACTOR (P.F.) - Ratio of Kilowatt Power to Kilovolt Ampere 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 BWL'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 for a particular classification of service and the terms and conditions governing its application as are established by the BWL's rate-making body. Rate Schedules can be found on the BWL's website at **lbwl.com/customers/services/electric**.

RESIDENCE (also residential) - Includes one family, two family and Multi-Dwelling Structures containing three (3) 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. This may be Primary or Secondary Voltage.

SECONDARY VOLTAGE – A nominal voltage of 600 Volts or less.

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

SERVICE LOCATION - The point at which the BWL has agreed to deliver Electric Power to the Customer.

TRANSMISSION SYSTEM - That portion of the BWL'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.

Rule 2. General Provisions

2.1 General Provisions

A. Copies of the BWL Rate Schedules for Electric Service are open to public inspection at the BWL offices and are available on the BWL website at **lbwl.com/customers/services/electric** or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing **utilityservices@lbwl.com**, by calling 517-702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912.

B. Any Person receiving or agreeing to receive Electric Service from BWL Facilities is deemed a Customer of the BWL, and the taking of such Electric Service shall be considered to express consent by the Customer to be subject to and bound by the BWL's Rates and these Rules and Regulations, and to be responsible for the service used whether such service is provided under a signed agreement or not.

C. 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.

D. Prior to purchasing equipment or installation of wiring, the Customer should contact the BWL's Customer Projects Department to determine the characteristics of the Electric Service available at the Premises, since all voltages may not be available. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer to receive Electric Service.

E. No rights, title or interest in Facilities provided by the BWL will pass to any person as a result of any deposit or contribution made under these Rules and Regulations, unless otherwise specified herein or by contract. Deposits or contributions made by Customers toward Facilities will not be refundable unless expressly provided in these Rules and Regulations.

F. The BWL may disconnect Electric Service to any Customer for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The Customer must pay a reconnection fee in accordance with Rule 16 to cover the costs of restoring Electric Service that has been disconnected for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The BWL may charge a reconnection fee in accordance with Rule 16 for each utility reconnected.

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

H. As a condition for the provision of service, BWL must have an acceptable recorded easement on the Customer's Premises suitable for ingress, egress, installation, and maintenance, including, but not limited to, tree trimming or removal, restoration, replacement, construction and relocation of the electric distribution system and any other equipment reasonably related to the provision of service (including, but not limited to, Advanced Metering Infrastructure such as collectors, repeaters, and vertical mounting structures), and other Facilities including any street lighting cables and distribution equipment as designed by the BWL for present and future service.

2.2 Collection, Use and Privacy of Customer Information

A. The BWL collects Customer Information for the primary purpose of providing electric, water, chilled water, hot water or steam services ("Utility Services"). Examples include:

   1. Contact information that allows the BWL to communicate with Customers, including name, address, telephone number and email address.

   2. Account information includes billing and payment information, credit history, driver's license or state ID number, social security number and birthdate.

   3. Utility consumption and demand data collected by meters include:

      a. Electric: kW, kWh, voltage, kvar, Power Factor

      b. Water: volume of water consumed (ccf), water pressure (psi), water temperature (degrees Fahrenheit), rate of flow (gpm)

      c. Chilled Water: total cooling consumption (Ton-Hours), water temperature (degrees Fahrenheit), water pressure (psi), rate of flow (gpm), rate of cooling consumption (Tons)

      d. Steam: mass of steam consumed (MLBS), steam pressure (psi), steam temperature (degrees Fahrenheit), rate of flow (MLBS/hr)

      e. Hot Water: total heating consumption (MMBtu), water temperature (degrees Fahrenheit), water pressure (psi), rate of flow (gpm), rate of heating consumption (MMBtu/hr)

B. Customer Information will be collected, stored, transferred, processed, analyzed and used in accordance with the BWL guidelines and in compliance with applicable law, including the following:

   1. Metering data may be used in aggregate for planning and managing Utility Services.

   2. Metering and billing data may be used to discuss consumption and billing activity with the Customer.

   3. To plan, implement or evaluate Utility Services assistance, demand response, utility management, waste or efficiency programs by the BWL, or its contractors, or as part of an authorized program conducted pursuant to state or federal statutes governing Utility Services assistance.

   4. Website cookie data for the purpose of analyzing how visitors use the BWL website.

C. The BWL will not sell Customer Information to a third party. In some instances, the BWL will disclose Customer Information in accordance with Customer authorization or when required by law, which includes law enforcement requests supported by warrants or court orders specifically naming the Customer whose information is sought and judicially enforceable subpoenas. The provision of such information will be reasonably limited to that authorized by law or reasonably necessary to fulfill a request compelled by law.

D. The BWL will only keep Customer Information for as long as necessary to fulfill the purpose for which it was originally collected and in accordance with its record retention schedule.

Rule 3. Characteristics of Service

3.1 Character of Service

A. The BWL supplies 60 Hertz alternating current throughout its service area and intends, but does not guarantee, to furnish a continuous supply of Electric Power and to maintain voltage and frequency within reasonable limits.

B. The BWL will not be liable for interruptions in the service, including, but not limited to, phase failure or reversal, variations in the service characteristics, including, but not limited to, variations in frequency and voltage, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond the BWL's control. Such causes or conditions specifically include, but are not limited to, acts or failure to act by Customers or third parties, operation of safety devices, absence of an alternate supply of service, the failure, malfunction, breakage, repairs, or inspection of machinery, or lack thereof, Facilities or equipment when the BWL has carried on a program of maintenance consistent with the general standards prevailing in the industry, acts of God, war, action of the elements, storm, flood, fire, riot, sabotage, labor dispute, labor disturbance, the exercise of authority by the government, the exercise of authority by the military, governmental regulation and military regulation.

C. Notwithstanding any other provision of these Rules, the BWL may interrupt, curtail, or suspend Electric Service to all or some of its Customers in accordance with the provisions of the BWL's Emergency Electrical Curtailment procedures or as necessary to protect the health, safety, and welfare of its employees or Customers and the reliability of its electric distribution system. The BWL is not liable for any such interruption, curtailment or suspension of Electric Service.

3.2 Available Voltage

A. Single-phase 120/240 Volt three-wire service is available for lighting and miscellaneous requirements.

B. Combined lighting and Power service at 120/208 Volt three-phase four-wire, or 277/480 Volt three-phase four-wire is available. At the BWL's option, single-phase 120/208 Volt three-wire service may be made available from a 120/208 Volt three-phase four-wire combined lighting and Power service.

C. The BWL will only provide one lighting or one combined lighting and Power service to a Customer's Premises. In special instances, such as where the Customer is fed from the duct and manhole system, the BWL may provide one 120/240 Volt single-phase three-wire lighting service and/or one three-phase 480 Volt three-wire Power service as deemed necessary by the BWL.

D. If a Customer requires a three-phase voltage different from the established voltage in the area, it may be furnished at the BWL's option. In such cases, the Customer must pay all extra costs involved. In the case where there is more than one established voltage in the area, the BWL will determine which voltage will be furnished and any applicable costs as determined by Rule 10, Rule 11 and Rule 16.

E. Primary Voltage service is available for Customers whose Demand meets the qualifications specified in the Primary Rate, or Customers who request or require additional or non-standard equipment or non-standard system configurations. The BWL will determine the Primary Voltage available.

3.2 Available Voltage

F. All equipment necessary for the protection of the Customer's equipment, control of the Electric Power, and utilization of service by the Customer must be approved by the BWL, located on the Customer's side of the point of delivery, and must be furnished, installed, and maintained by the Customer. Point of delivery must be at the BWL's electrical service connection to the Customer-owned equipment. This point of delivery is at the nearest property line to utility service, unless otherwise agreed upon by the BWL. For Customer-owned transformer installations larger than those listed below, the BWL 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
13,200 V	2,000 kVA

G. Service will be provided at voltages specified in this Rule 3. The Customer will be responsible for making any voltage modifications beyond the Service Location for equipment requiring a voltage different from this Rule 3.

3.3 Dual Voltage Transformers

A. All Customer-owned transformers must be dual wound if installed in an area that is not currently served by 13,200V distribution. In such cases, at its discretion, the BWL may share in qualified costs of such Dual-Wound Transformers, which may include associated equipment and installation.

3.4 Agreements

A. The BWL will require the Customer to enter into a written agreement that details the terms, conditions and price to be paid by the Customer prior to Electric Service construction.

B. In addition, the BWL will negotiate written contractual arrangements 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 BWL in service Facilities or where there is not adequate assurance of the permanent use of the service. The agreement will contain language regarding the necessary service Facilities to be provided, duration of service, amount of deposit and refunds, minimum bills or other service conditions.

C. The BWL will charge a connect fee or reconnection fee when the Customer requests the service to be made active outside normal business hours as specified in Rule 16.

D. No promises, agreements or representations of any agent or employee of the BWL will be binding on the BWL unless the same is within the authority of that individual and incorporated in the written agreement.

3.5 Material Availability

A. Subject to the restrictions contained in Rule 3.2, the BWL will construct electric distribution Facilities and Distribution System Extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. The BWL may, at its discretion, allocate the use of such materials, equipment and supplies among the various classes of Customers and prospective Customers of the same class.

Rule 4. Use of Service

4.1 General

A. Electric Power is supplied to a Customer for exclusive use on the Premises to which it is delivered by the BWL. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of the BWL, except as noted in Rule 6. The Customer must use the service so as not to cause a safety hazard, endanger BWL Facilities or disturb BWL service to other Customers.

B. The location and use of Electric Power is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL.

4.2 Access and Damages

A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around electric Facilities in accordance with all applicable electrical codes and BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, replacement and tree trimming. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to trim, cut down, remove or otherwise prevent future growth of trees and brush, and remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of BWL Facilities. In such instances, the BWL will have no obligation to restore the Customer's Premises.

B. The BWL's authorized personnel or agents of the BWL, must have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including, but not limited to, the following:

   1. Install, inspect, read, repair, maintain, test or remove its meters.
   2. Install, operate, inspect, and maintain BWL equipment or Facilities.
   3. Inspect and determine the connected electrical Load.
   4. Perform tree-trimming and brush removal.

C. If a meter, metering equipment or other BWL property is damaged or destroyed through acts or failure to act by the Customer or someone other than the BWL, the cost of necessary repairs or replacements is the responsibility of the Customer.

D. If the BWL is unable to read, operate, maintain or inspect a meter for reasons beyond its control, including, but not limited to, Customer interference, the Premises being locked, the meter being inaccessible or the presence of unsafe conditions, service may be disconnected or interrupted and the Customer will be responsible to pay the appropriate reconnection fee and interference fee for each month access is not provided in accordance with Rule 16.

E. If a Customer intentionally interferes with the BWL's access to Facilities, including, but not limited to, physical or verbal threats, assault or intimidation, the Customer will be responsible to pay an interference fee, per incident, in accordance with Rule 16.

F. Service will not be reconnected until:

   1. Safe and appropriate access has been provided.
   2. All fees have been paid in full

G. The Customer is responsible for all losses, injuries and damages associated with the Customer's failure to provide safe access to the Premises, which includes but is not limited to, accessibility, maintenance of equipment and continuation of service.

4.3 Customer Equipment

A. The BWL will deny or terminate service to any Customer whose wiring or equipment constitutes a hazard to the BWL's employees, its equipment, its service to others or the public. The BWL is not responsible for installing, inspecting, repairing, maintaining, testing or removing the Customer's wiring or equipment and is not liable for any injury or damage resulting from the condition of such wiring or equipment.

B. Situations in which the Customer's wiring or equipment is damaged and needs repair as a direct result of the BWL's planned or emergency work that was not performed in accordance with industry standards, such wiring or equipment will be repaired or restored by the BWL. The BWL will not repair or restore wiring or equipment that was damaged or defective prior to the BWL's work.

C. The Customer must install and maintain the necessary Facilities or devices, including the building and core holes, to protect Customer-owned equipment against service interruptions, phase loss, variations in voltage and other disturbances on the BWL electric distribution system, as well as the necessary devices to protect BWL Facilities against overload caused by the Customer's equipment.

D. Alterations to the Customer Electric Service or associated equipment require the approval of BWL.

4.4 Power Quality and Disturbances

A. The Customer must operate equipment and use the service in a manner that does not cause interference, affect voltage, affect frequency, add harmonics or other disturbances to the BWL's system or to another Customer's service. If the BWL notifies the Customer of such a condition, the Customer must discontinue operation of equipment causing the condition until a correction has been made. If the Customer does not remedy the condition within the time requested by the BWL, the BWL will disconnect service until the Customer has remedied the situation and has paid the reconnection fee in accordance with Rule 16 as well as any costs associated with investigation.

B. The Customer is responsible for all costs associated with alterations to the BWL's system required to continue proper operation of the BWL's system in conjunction with the Customer's equipment when the Customer causes such alterations. In determining the existence of disturbances, the BWL will rely on the latest revision of Standard 519, IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems. The BWL may also use other appropriate standards or criteria in determining disturbances to the BWL's system.

4.5 Power Factor

A. The BWL 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 BWL, suitable equipment for improving the Power Factor to at least eighty-five percent (85%). If a Customer's Electric Service has a Power Factor of less than eighty-five percent (85%) for six (6) consecutive months, the BWL may disconnect service until corrective equipment is installed. The Customer may be eligible to submit a mitigation plan for approval. If the Power Factor has not been adjusted according to the approved mitigation plan, the BWL may disconnect service.

4.6 Improper Use and Tampering

A. A Person or Customer that uses Electric Power without making proper application for Electric Service is responsible for all charges for Electric Service. The amount of such charges will be determined by the BWL either by an actual meter read or by estimated consumption for the time Electric Power was used.

B. The BWL may disconnect service without notice if a Person or Customer uses Electric Power without proper application for service or Electric Service connection. In the case of such disconnection of service, the BWL will restore service only when the Person requesting reconnection is or becomes a Customer, has paid the tampering fee and reconnection fee in accordance with Rule 16, and has made appropriate restitution for stolen service and damaged equipment.

C. The BWL may disconnect service without notice, if it determines the meter or wiring on a Premises has been tampered with or altered in any manner. If the BWL disconnects service for this reason, the BWL will restore service only when the Person requesting reconnection is or becomes a Customer, paid the tampering fee and reconnection fee in accordance with Rule 16, made appropriate restitution for stolen service and damaged equipment, and made arrangements for an outdoor meter installation or other metering changes as may be required by the BWL.

4.7 Disconnection of Service

A. Service may be voluntarily or involuntarily disconnected. The Customer or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. The Customer must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of electric service disconnection.

B. If service disconnection is not effective, the Customer is responsible for notifying the BWL as soon as possible. The Customer is also responsible for all electric service consumption registered, and damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:

1. Customer Request

    a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.

    b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 16 to cover the costs of restoring service and the Customer will continue to be billed the monthly Basic Service Charge.

    c. Service may be permanently disconnected for demolition purposes by submitting a Demolition Service Request form signed by the property owner. Permanent disconnection is completed at the cost of labor and material required to complete the disconnection.

2. Noncompliance

    a. Service may be involuntarily disconnected for noncompliance with BWL Rules and Regulations.

b. Service may be involuntarily disconnected for noncompliance with Municipal, State or Federal law.

c. Service may be involuntarily disconnected by issuance of a court order.

3. Other

a. Service may be disconnected if the BWL no longer provides services to the applicable jurisdiction or territory.

b. Service may be disconnected if an alternative is available to the Customer subject to the BWL's approval.

Rule 5. Metering

5.1 General

A. All Electric Power sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL, except where it is impractical to meter, such as street lighting, temporary installation or special installation, in which cases the consumption may be estimated.

B. Inquiries regarding BWL installation requirements should be directed to the BWL's Customer Projects Department.

5.2 Installation and Ownership

A. The BWL will furnish, own and maintain self-contained meters, and potential and current transformers.

B. The Customer must install, own and maintain a metering enclosure. The BWL will furnish 200A dual gang or less metering enclosures, 400A single gang metering enclosure, and transformer rated metering enclosures. Customer will furnish all other metering enclosures. Customer-supplied metering enclosures must be approved by BWL prior to installation.

C. The Customer must 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 delivery of an underground service connection as defined in Rule 11.

5.3 Equipment Location

A. The Customer must provide, at no expense to the BWL, a space or enclosure suitable to the BWL for the installation of the necessary metering equipment. The Customer must also furnish the space and the provisions for mounting current and potential transformers to meet BWL requirements. Where the Customer desires to utilize a BWL standard current and potential transformer enclosure, the Customer must make a payment in accordance with Rule 16. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.

B. The BWL requires the metering equipment for all residential Customers and, where practicable, commercial and small industrial Customers to be located outdoors on the Customer's building or structure. The meter must be located within service pedestal line of sight and at the nearest point of delivery as practicable. The meter must be located on the same half of the dwelling as the service pedestal and the service must not passunder a driveway. Meters in existing indoor installations that are to be rearranged to affect the Service Entrance Conductors or service equipment must be changed to outdoor installations where suitable locations are available.

C. The BWL 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 and must be accessible to BWL personnel from the exterior of the building, with a BWL keyed door. Interior walls, panels or meter boards on which meters are mounted must be rigid, free from vibration and located in a clean and dry part of the building. If an Advanced Meter is located indoors and is not communicating properly, the Customer will be required to pay for the BWL to install and maintain equipment to establish the signal for two-way communication devices.

D. Meter sockets, meter connection boxes and instrument transformer enclosures must 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 can be run through this equipment. Metered conductors from different meters must not be placed in the same raceway between the meter and the main disconnect device.

E. The height of single line meter settings must 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 must not be less than twenty-four (24) inches from the floor for indoor locations. For outdoor locations, the installed meter centerlines must be a minimum of thirty (30) inches from finished grade, a maximum of seventy-two (72) inches from finished grade, and must be limited to a maximum four (4) meter stack.

5.4 Multiple Occupancy Buildings

A. The metering and Customer's service equipment for multiple occupancy buildings where several floors, apartments, stores, etc. are rented separately must be grouped in accordance with Rule 5.3 where they will be accessible at all times to BWL authorized personnel or agents of the BWL. Metering equipment in multiple occupancy buildings must be plainly marked with metal tags or neat lettering or numerals identifying the portion of the building served. Such identification is the responsibility of the building owner. The common meter room must be located on the ground floor, or floor closest to ground level yet above the flood plain.

B. When a multiple occupancy building or Mixed-Use Building has multiple services that require any transformer rated service, the Customer is required to receive a single meter for the building. The Customer will be responsible for the metering of the tenants of the building in accordance with Rule 6.2. The meter must be installed in accordance with Rule 5.3.

C. The BWL may impose a meter mislabel fee in accordance with Rule 16 if the building owner has not complied with the requirements of this Rule 5.4.

5.5 Meter Calibration Request

A. Upon Customer request, the BWL will inspect and test a meter to ensure it is calibrated within the permitted accuracy limits of plus or minus 2%.

B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 16.

C. For a meter with test results outside the permitted accuracy limits of plus or minus 2%, the BWL may repair or replace the meter and the meter calibration charge will be refunded to the Customer.

D. For a meter with test results within the permitted accuracy limits of plus or minus 2%, the BWL may reinstall or replace the meter.

5.6 Damaged Metering Equipment

A. The Customer is liable for acts or failure to act by the Customer, their agent or their tenant that result in damage to the metering equipment, monitoring equipment, communication and control wiring. The BWL will repair or replace damaged metering and monitoring equipment, and communication and control wiring, and the cost will be reimbursed by the Customer.

B. When a Customer requests service in a location where the BWL has an existing service connection, and the meter is missing, broken or otherwise inoperable, a damaged meter charge will be applied in accordance with Rule 16.

5.7 Primary Rate Meter Installations

A. Primary rate metering equipment should be installed either on the exterior of the building or as near to the exterior of the building as possible to provide adequate access and communications capability for BWL personnel and systems.

5.8 Advanced Meter Opt-Out Program

The BWL has installed Advanced Metering Infrastructure (AMI) with two-way communication. This Opt-Out Program is no longer accepting new applications. Existing Customers enrolled in the Program, who elected during the initial Program implementation and had communication disabled at the meter, are required to pay the applicable Opt-Out Rate. BWL personnel will read the meter for billing purposes at least four times a year. Billings between meter reads will be estimated.

Customers in the Opt-Out Program must meet eligibility requirements to remain in the Opt-Out Program, as follows:

A. To remain eligible to keep communication disabled:

1. Must reside in a single-family residential home that is owner occupied and was the location initially accepted into the Opt-Out Program by contract;
2. Customer's account must be kept current; and
3. Customer must not tamper with the meter.

Customers enrolled in the Opt-Out Program will pay an additional fee at the applicable Opt-Out Rate.

Rule 6. Application of Rates

6.1 General

A. Residential Rates are based on the BWL providing only one electrical service to a residential building or structure. All other Rates are based upon the BWL 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 BWL will separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

B. NERC/MISO Off-Peak Holidays will be published and applicable to time-of-use rates. There are six such U.S. holidays each year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays fall on a Sunday, the following Monday will be considered Off-Peak.

6.2 Resale of Electric Power

A. The owner or operator of an office building, apartment building, shopping mall or similar structure may purchase Electric Power from the BWL for resale to occupants on the condition that service to each occupant must be metered separately and the occupants may not be charged more for such service than the appropriate BWL Rate available for similar service under like conditions. To qualify for resale of Electric Power to tenants, the owner or operator must state in writing their intent to resell in the application for service and obtain BWL approval. The owner or operator is responsible for payment of purchased Electric Power for resale as required by Rule 7.

B. The BWL has no obligation to furnish, test or maintain meters or other equipment used for the resale of electric power to an occupant by the reselling owner or operator.

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

D. The reselling owner or operator is responsible for testing each occupant's meter at least once every three years. The accuracy of such meters must be maintained within 2% for non-Demand meters and within 1% for Demand meters. Meters must be tested only by outside testing services or laboratories approved by the BWL.

E. A record of each meter, including testing results, must be kept by the reselling owner or operator during use of the meter plus one year thereafter. When requested by the BWL, the reselling owner or operator must submit certified copies of the meter test results and meter records to the BWL.

F. The reselling owner or operator must render a bill once during each billing month to each of the occupants or tenants in accordance with the appropriate BWL Rate Schedule. Every bill rendered by the reselling owner or operator must specify the following information:

1. The Rate Schedule title.
2. The due date.
3. The beginning and ending meter reading of the billing period and the dates thereof.

4. The difference between the meter readings.

5. The amount due for distribution services and Electric Power use, as applicable to the Rate.

6. Subtotal before taxes, sales tax, other taxes where applicable, amount due for other authorized charges and total amount due.

G. The due date must be 21 days from the date of rendition and the reselling owner or operator is responsible for all collections and payment disputes for resale occupants.

H. The reselling owner or operator must supply each occupant with an electric system adequate to meet the needs of the occupant, such as voltage level and other conditions of service.

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

J. The renting of a 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.

6.3 Choice of Rates

A. In some cases, the Customer may be eligible to take service under one of two or more Rates. Upon request, the BWL will advise the Customer of the Rate that will, based on the best available information, provide the lowest cost of service but responsibility for selection of the Rate is solely the Customer's.

B. 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 cannot evade this Rule by temporarily terminating service. The BWL may waive the provisions of this paragraph where it appears that a change of Rate is necessary for permanent rather than temporary or seasonal advantage, the intent being to prevent frequent changes from Rate to Rate.

C. The BWL is not responsible for the difference in charges under different Rates applicable to the same class of service, unless the BWL 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 at the BWL's discretion and may not exceed three years.

D. The BWL may change a Customer's rate if it is determined the Customer is not eligible for the rate currently assigned. The BWL will contact the Customer prior to any such change, but Customer consent is not required even when the change will result in a higher cost to the Customer.

6.4 Power Factor Penalty

A. Based on the applicable Rate, the Customer is required to maintain an average Power Factor during the billing period. The average Power Factor will be determined through metering of lagging Kilovar-hours and Kilowatt-hours during the billing period. The calculated ratio of lagging Kilovar-hours to Kilowatt-hours will then be converted to the average Power Factor for the billing period by using the appropriate conversion factor.

B. If the average Power Factor during the billing period is outside of the Power Factor range stated within the applicable Rate, a penalty will be applied to all commodity and capacity-based charges in accordance with the applicable Rate's Power Factor penalty table.

6.5 Mobile Homes in Courts - Individually Served

A. Service to new Mobile Home Courts and expanded service to existing Mobile Home Courts will be provided through individual tenant metering.

B. Ordinarily, Electric Service to a mobile home must be in the name of the occupant; however, service to lots designated for occasional or short-term occupancy must be in the nameof 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 10.13.

C. An individually served mobile home used as a Residence will qualify for an appropriate residential Rate.

6.6 Apartment Buildings and Multiple Dwelling Structures

A. An apartment building or a multiple dwelling structure containing four (4) or less Dwelling Units may elect to be billed on the appropriate residential Rate.

B. Apartment buildings or multiple dwelling structures containing five (5) or more Dwelling Units must have each Dwelling Unit separately metered.

C. Apartment buildings or multiple dwelling structures constructed after March 1, 1979, must have each Dwelling Unit separately metered.

6.7 Cogeneration and Small Power Production Facility

A. Customers who utilize cogeneration or small Power production equipment as a source of Electric Power that operates in parallel with BWL's electric distribution system may receive partial or standby service under the applicable BWL Rate Schedules found at **lbwl.com/customers/services/electric**.

B. A Customer who installs renewable energy generation connected to operate in parallel with the BWL's electric distribution system may elect to participate under the Rate Schedules.

C. A Customer requesting Electric Service under this Rule must pay the Customer Energy Resource application fee specified in Rule 16, enter into a special contract with the BWL setting forth terms and conditions of service and must receive written approval for interconnection and enter into a written agreement.

D. Eligible Customers who elect to sell Electric Power to the BWL will be paid for such Electric Power at the Rate specified in the applicable Rate Schedule as set forth above. When not so specified in the applicable Rate Schedule, the BWL will pay for such Electric Power at a Rate determined by the BWL.

E. BWL reserves the right to deny Customers with a delinquent account the ability to participate in an applicable rider that provides value for excess energy delivered to BWL's electric distribution system.

6.8 Minimum Charges

A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. When the Customer requests that a service be disconnected, the BWL will deactivate the service by any appropriate means, including, but not limited to, removing the meter and disconnecting the service from the BWL's electric distribution system.

6.9 Rental Property Automatic Leave-On "ALO" Service

A. The BWL requires that property owners and landlords enroll their rental properties in Automatic Leave-on Service (ALO). ALO allows property owners or landlords to maintain services, be aware when tenants vacate the Premises, and minimize any potential property damage that may result from service interruptions. The BWL is not responsible for the consequences of service interruptions that result from renters or tenants vacating the Premises.

B. The failure of the property owner or landlord to enroll a rental property in ALO may result in the assessment of application charges and possible service interruption between tenants until the account is enrolled in ALO.

C. The BWL will waive application charges to maintain continuity of service at rental property locations provided:

   1. The property owner or landlord agrees in writing to assume responsibility for Electric Service during the interim between tenants.

   2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.

Rule 7. Bill and Payments

7.1 Responsibility for Payment of Bills

A. An application fee in accordance with Rule 16 will be added to the first regular bill for turning on service at a Premises regardless of prior service with the BWL.

B. Each BWL Customer is responsible for paying all utility bills as rendered, including fees and charges, on or before the due date shown on the bill in U.S. Dollars ($). The Customer remains responsible for payment of the bills until the Customer orders service to be disconnected and the BWL has had reasonable time to secure a final meter reading. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately twenty-one (21) days before the due date shown on the bill. The Customer must pay the amount due on or before the due date on the bill. Failure on the part of the Customer, through no fault of the BWL, to receive the bill does not entitle the Customer to pay the bill after the due date. Unpaid amounts will incur a five percent (5%) late fee on the current period charges. If a bill remains unpaid after issuance of a five (5) day written shut-off notice, the BWL has the right to disconnect service.

C. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements. In accordance with Michigan law, the BWL will not shut off Electric Service to an eligible Customer for non-payment on delinquent accounts from November 1 through March 31. An "eligible Customer" is defined as a senior citizen 65 years of age or older, or a low-income Customer who is currently enrolled in the Winter Protection Payment Plan.

D. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.

E. As a condition of providing service to a prospective residential Customer who shares a Residence with an occupant with a delinquent account, the BWL may transfer a prorated amount of an occupant's debt to the prospective Customer's account if the following conditions are met: (1) the occupant's delinquent account was within the previous three years and is not in dispute, and (2) the occupant lived at the prospective Customer's current or former Residence when all or part of the debt to the BWL was incurred. The amount of debt to be transferred will be based upon the length of time the occupant resided at the prospective Customer's Residence.

F. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last six years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.

G. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.

H. When a Customer dies, a family member may place service in their name or the deceased Customer's account may be placed in the name of the Estate if a written request is made by the personal representative with supporting documentation.

I. When an occupant has lived with a residential Customer within the last three years, currently resides with the Customer, and the Customer has a delinquent account that remains unpaid, is not in dispute, and accrued during shared residency, the occupant is also considered responsible for the unpaid bill.

J. The BWL will make billing history available to Customers at no charge, provided the information is currently stored on an active database. Customer requests 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 BWL employee assigned to perform the research and compilation of the data.

K. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 16 for returned checks or electronic payments.

7.2 Estimated Consumption

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

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

7.3 Billing Errors

A. When an error is found to exist in any billing rendered by the BWL, the BWL will correct such error to recover or refund the difference between the original billing and the corrected billing for up to three (3) years from the date the error is discovered. Refunds to Customers will normally be made promptly upon discovery of the error. Amounts due to the BWL from the Customer will be subject to normal collection policies, procedures and practices.

7.4 Account Security Deposits

A. The BWL will require an account security deposit from any prospective Customer or existing Customer with an unacceptable credit history. The account security deposit is normally two (2) times the average monthly bill (actual or estimated) as determined by the BWL and is applied to the Customer's account. However, the BWL may also demand deposits larger than two (2) times the average monthly bill if the BWL determines that a Customer presents a high credit risk. Account security deposits will be administered in accordance with Customer Service established standards and guidelines.

B. Unacceptable credit or payment history includes, but is not limited to, the following:

1. The Customer intentionally misinformed or misrepresented facts to the BWL.
2. The Customer misrepresents his or her identity.
3. The Customer diverted, tampered with or otherwise interfered with utility service in the past 6 years.
4. The BWL has shut off service to the Customer for nonpayment of a delinquent account that is not in dispute.
5. The Customer fails to provide positive identification at the time of applying for service.
6. The Customer has had one or more payments canceled in the last 12 months due to any of the following:
    a. Non-sufficient funds returned check
    b. Account closed returned check

c. Non-sufficient funds bank bill

d. Account closed bank bill

e. Credit card reversal

f. Failed electronic funds transfers

g. Other payment method cancellation

7. The Customer has an account within the last six years that is delinquent.

8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

C. Deposits may be waived for existing residential, commercial and industrial Customers as a one-time courtesy in a twelve (12) month rolling period when the Customer has been disconnected for nonpayment and charged a deposit.

D. Deposits may be waived for new residential Customers in any of the following situations:

1. The Customer has previously established an acceptable payment history with the BWL on a similar account.

2. The Customer has no service history with the BWL, has been verified to be a low credit risk using accepted credit reporting standards through a credit reporting agency or similar entity.

3. The Customer secures a guarantor, and 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.

E. Deposits may be waived for new commercial and industrial Customers in any of the following situations:

1. The Customer has previously established an acceptable payment history with the BWL on a similar account.

2. The Customer secures a guarantor, and the guarantor has an acceptable payment history.

3. The Customer provides an acceptable surety bond.

4. 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.

F. The BWL will credit the account security deposit to a Customer's account after the Customer has had service for twelve (12) consecutive months and has not been disconnected for nonpayment in the past twelve (12) consecutive months. Account security deposit credits will be applied to applicable past and future charges on the Customer's account. The BWL will refund account security deposits to Customers who have voluntarily terminated service and paid all charges due. Account security deposits that were paid by a government agency, social service or like entity will be credited to the Customer's account for future charges or refunded to the agency, depending on their policies.

G. The BWL 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 October 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 June of the current year plus .25%.

7.5 Extended Outage Credit

A. Customers who experience an electric outage solely attributable to BWL-owned equipment for 72 consecutive hours (three days) or more can apply for a $25 extended outage credit. To be eligible for the extended outage credit, an application must be received within three (3) months of the first day of the outage, and the affected account must be active on the date of application. If the application is approved, the BWL will apply the extended outage credit to the account.

7.6 Levelized Payment/Budget Bill Program

A. BWL offers a voluntary Levelized Payment/Budget Bill Program to qualified Customers where the monthly billing amount remains the same throughout the year. This amount is based on the average usage from the previous twelve (12) months and is recalculated annually to adjust for changes in consumption. This recalculation may result in a higher-than-normal bill in the settlement month if actual consumption was higher than expected.

Rule 8. Dispute and Hearing Procedure

8.1 Disputes

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

1. When any Customer disputes a bill or service and the BWL is so advised in writing, the date of the notice of dispute will be recorded.
2. Service to a Customer will not be disconnected for nonpayment of a disputed bill, pending results of the dispute process. Service may be disconnected for nonpayment of bills that are not disputed.
3. The disputed bill or service will be investigated promptly and completely.
4. The Customer will be advised of the results of the investigation.
5. An attempt will be made to resolve the dispute in a manner mutually satisfactory to both parties.
6. The BWL will provide the opportunity for each Customer to enter into a reasonable settlement agreement in order to mutually resolve the disputed claim or to satisfy any liability not in dispute.
7. If a settlement cannot be reached between the Customer and the BWL, the Customer may choose to appear before the BWL's Dispute Review Committee. The review will be scheduled within ten (10) days of the request or as mutually agreed to by both parties.
8. If a settlement cannot be reached following examination by the Dispute Review Committee, the account will be referred to the BWL's General Manager.
9. If a settlement is not reached after review by the BWL's General Manager, the Customer will be afforded an opportunity for a hearing before an independent hearing officer as set forth below in 8.2.
10. The Customer will be responsible for payment of all other bills or portions of bills as rendered which are not in dispute.

8.2 Independent Hearings

A. Any Customer who disputes the services provided or a billing for services, furnished in accordance with the BWL's Rate Schedules, Rules and Regulations, or established policies, procedures and practices, may request a hearing. If a hearing request 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. A request for a hearing must be made in writing and submitted to the BWL's corporate office at 1201 S. Washington Avenue, Lansing, Michigan 48910.

B. Upon receipt of a request for a hearing, the BWL will forward this request to an independent hearing officer who is appointed by the BWL. The hearing officer will arrange a time for the hearing and advise both the Customer and the BWL of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of either the Customer or the BWL to attend the hearing, without cause and prior notice, constitutes a waiver of the absent party's right to the hearing.

C. The BWL and the Customer have the right to:

1. Representation by counsel or other person of their choice.
2. Present evidence, testimony and oral and written argument.
3. Cross-examine witnesses appearing on behalf of the other party.
4. Have the hearing recorded by a court reporter at the expense of the party requesting a court reporter. The hearing officer will 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 will compile a hearing record which will contain:

1. A concise written statement of the BWL's position in the dispute.
2. A concise written statement of the Customer's position in the dispute.
3. Copies of all evidence submitted by the parties.

E. If a decision is reached during the hearing, the hearing officer must 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 will contain the following:

1. A concise summary of the evidence and position 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 BWL 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 will file the written report with the Board of Commissioners and the Mayor of the City of Lansing. A copy of the report will be sent to the Customer via certified mail.

G. If the dispute is unresolved and the decision appealed, the hearing officer will make recommendations on the dispute to the Board of Commissioners who will then hear the dispute. The Corporate Secretary of the BWL will arrange a date, time and location for the appeal and will issue, in writing, the date, time and location to both the Customer and the BWL. Failure of either the Customer or the BWL to appear at the time set for the appeal, without cause and prior notice, will constitute a forfeiture of the appeal. The decision rendered by the Board of Commissioners will be final.

Rule 9. Sale of Service Facilities

9.1 General

A. To qualify for a primary service Rate, the Customer must own and maintain all the necessary transforming, primary switching, primary metering and protective equipment required for such service and such electrical equipment must be supplied through a BWL-approved metering installation. This service is offered at the option of the BWL and the Customer must meet the requirements of this Rule 9, Rule 3.2.E, and all electrical codes and BWL standards.

B. Prior to sale of a BWL-owned installation for a primary service Rate, this installation is 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.

C. Once the applicable code requirements are met, and subject to BWL approval, the Customer will be allowed to purchase the BWL-owned transformer 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 service Rate.

D. After the Customer purchases BWL equipment, the BWL disclaims any rights, 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 all replacement, maintenance and repair rests entirely with the Customer.

Rule 10. Distribution System Extensions

10.1 Request For Distribution System Extensions

A. Rule 10 sets forth the conditions under which the BWL will extend overhead or underground electric distribution systems, or combinations thereof.

10.2 Ownership

A. The BWL will provide, own, maintain and specify all its distribution Facilities including location, except as otherwise expressly provided herein. No ownership rights to BWL Facilities will pass to any owner, developer or Customer by reason of any contribution required by this Rule.

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

10.3 Nonrefundable Contribution for Underground Distribution Extensions

A. The owner, developer or Customer will be required to make a nonrefundable contribution in aid of construction to the BWL prior to construction, to cover the estimated difference in cost between overhead and direct burial underground Facilities.

B. For Residential in subdivisions:

1. The amount of the contribution will be computed based on front lot footage as determined by the BWL. Where underground distribution system extends through areas within a subdivision that are undeveloped or intended 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 will be in accordance with Rule 16.

C. For Residential outside subdivisions:

1. The amount of the contribution will be computed based on the amount of Trench footage required for installation. The residential underground distribution extension charge for this contribution will be in accordance with Rule 16.

D. For Commercial, Industrial and Multi-Dwelling Structures:

1. The amount of the contribution will be computed based on Trench footage required and transformer capacity to be installed. At the BWL's option, trench footage required exclusively to establish or maintain the BWL'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 will be in accordance with Rule 16.

10.4 Deposit

A. The Customer may be required to make a Distribution System Extension deposit based on the following:

1. For a Customer to be served within one year of the date of application for service was submitted:

    a. When serving commercial and industrial Customers, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of construction of the Distribution System Extension, minus one and one-half (1½) times the estimated new Annual Revenue generated from the Distribution System Extension. Any nonrefundable contribution in aid of construction will be applied to the deposit for purposes of this calculation, but the deposit is not to exceed the estimated cost of construction of the Distribution System Extension.

    b. When serving residential subdivisions, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of construction of the Distribution System Extension, minus one and one-half (1½) times the estimated new Annual Revenue generated from up to 1/3 of the lots to be served by the Distribution System Extension. Upon request and sufficient documentation, the BWL may recalculate the estimated new Annual Revenue based on more than 1/3 of the lots to be serviced by the new Distribution System Extension. Any nonrefundable contribution in aid of construction will be applied to the deposit for purposes of this calculation, but the deposit is not to exceed the estimated cost of construction of the Distribution System Extension.

    c. When serving Multi-Dwelling Structures, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of construction of the Distribution System Extension, minus one and one-half (1½) times the estimated new Annual Revenue generated from up to eighty-five (85) percent of the Dwelling Units to be served by the Distribution System Extension. Any nonrefundable contribution in aid of construction will be applied to the deposit for purposes of this calculation, but the deposit is not to exceed the estimated cost of construction of the Distribution System Extension.

    d. For a Customer whose electric loads are of questionable stability or development:

        i. The deposit, if required, will be based on an evaluation of the BWL's recovery of capital cost along with other business-related considerations.

        ii. The estimated new Annual Revenue credit may not be applicable, however the deposit amount will not exceed the estimated cost of construction of the Distribution System Extension.

        iii. Rule 10.3 "Nonrefundable Contribution for Underground Distribution Extensions" may not apply to Distribution System Extensions evaluated under this section.

    e. The BWL has sole discretion over the estimates and determinations used for calculating deposits.

B. Prior to the installation of a Distribution System Extension, the owner, developer or Customer will be required to enter into a written agreement. The agreement will generally describe the proposed Distribution System Extension and set forth the respective obligations of the parties. Such agreements will be subject in all respects to the provisions of this Rule 10. Each proposed Distribution System Extension will be a separate and distinct unit and any extension thereof will, if agreed to by the BWL, be made the subject of a separate written agreement.

C. If a Distribution System Extension deposit is required in accordance with this Rule 10.4, and the Customer fails to establish Electric Service for a period of eighteen (18) months or more after service is energized, all of the revenue credit applied to the deposit will be forfeited and the remaining estimated cost of construction of the Distribution System Extension will be due in full.

10.5 Refunds of Deposit

A. Distribution System Extension deposits made with the BWL are subject to refund without interest during the first five (5) twelve (12) month periods from the completion date of the Distribution System Extension as required by Rule 10.4. Refunds will only be made to Persons making the deposit and will cease when they equal the amount deposited or at the close of the fifth twelve (12) month period following the month during which the Distribution System Extension is completed, after which the BWL will have no further obligation to refund any remaining portion of the Distribution System Extension deposit. The BWL will not refund any portion of a deposit attributable to revenue from Customers intended to receive new service as part of the Distribution System Extension project.

B. The BWL will refund to the party making the deposit:

   1. $500 for each additional new residential permanent Customer directly connected to the extension.

   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 directly connected to the extension.

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

10.6 Economic Development Offsets

A. When the BWL determines the electric Distribution System Extension will promote development that provides substantial and sustainable economic benefits to its Customers or the Lansing region, the BWL will consider an economic development offset subject to its availability.

10.7 Easements

A. Prior to the installation of any electric Distribution System Extension, the BWL must be granted at no expense to the BWL, acceptable recordable easements on the Customer's Premises suitable for ingress, egress, installation and maintenance, including, but not limited to, tree trimming or removal, restoration, replacement, construction and relocation of the electric Distribution System Extension and any other equipment reasonably related to the provision of service (including, but not limited to, Advanced Metering Infrastructure such as collectors, repeaters and vertical mounting structures), and other Facilities including any street lighting cables and distribution equipment as designed by the BWL for present and future service.

B. In the event the required easements cannot reasonably be granted on Customer's Premises for such BWL electric Distribution System Extension, the BWL may elect to construct all or any part thereof along public highways or other private property. The BWL may require the owner, developer or Customer to pay the expense of the added construction caused by using such highways or other private property, and the expense of any necessary permits and easements required by taking such route to provide service. The BWL may require the Customer to assist in the negotiation of any necessary easements on other private property.

10.8 Tree Trimming and Removal Permits

A. Prior to the installation of any electric Distribution System Extension, the BWL must receive, in a form satisfactory to the BWL, permission to trim and remove trees or other vegetation the BWL deems as necessary to protect the integrity of its electric distribution system and the safety and welfare of its employees and the public.

B. In the event the required tree trimming and removal permits are not provided for such BWL electric Distribution System Extension, the BWL may elect to construct all or any part thereof along public highways or other private property. The BWL may require the owner, developer or Customer to pay the expense of the added construction caused by using such highways or other private property, and the expense of any necessary permits and easements required by taking such route to provide service.

10.9 Non-Standard Equipment

A. When the Customer requests the BWL utilize equipment which differs from its normal specifications, the BWL may elect to provide such non-standard equipment with the Customer paying any additional cost. The Customer must enter into an agreement and pay the BWL for the purchase, maintenance and replacement costs of the non-standard equipment. Non-standard equipment is subject to availability and lead times.

10.10 Non-Standard Construction

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

10.11 Other Facilities

A. The BWL may prohibit construction within its easement that may undermine or otherwise interfere with BWL Facilities. It will be the responsibility of the owner, developer or Customer to identify and provide the BWL with the locations of any existing privately-owned underground Facilities such as lawn sprinkler systems, field drainage systems, septic tanks, Customer-owned electric lines, etc. The BWL is not liable for any damage to privately-owned facilities not properly identified or located.

10.12 Customer Provided Facilities

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

B. When it is necessary or requested that the BWL's pole, transformer or other above-grade equipment be placed 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 BWL's specifications or the BWL will install them on an estimated installed cost basis and charge the Customer.

C. Customer will provide outside space for any BWL-owned transformers and other oil-filled equipment. This space needs to be accessible by BWL personnel and equipment for purposes of installation, operation and maintenance.

10.13 Mobile Home Courts

A. Underground distribution systems and services for Mobile Home Courts will be installed under the provisions of this Rule 10 and Rule 11, except the BWL will provide, install and maintain suitable meter supports which will be located along the Main Line Trench at locations as specified by the BWL. The BWL 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 are the responsibility of the Mobile Home Court owner.

10.14 Street Lighting

A. The BWL may provide street lighting in areas served directly by its distribution system subject to the governing entity's approval, BWL-approved standards and the BWL's Rate Schedules. The governing entity will be required to sign a service agreement.

B. The BWL may provide underground street lighting in areas served directly by underground distribution systems in accordance with the following conditions:

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 10.18 except as otherwise provided in this Rule 10.14.

3. Underground conduits will 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 BWL engineer or authorized representative. The BWL engineer or authorized representative 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 10.18.

7. Where concrete is continuous between curb and sidewalk and or property line, conduits must be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by the BWL engineer or authorized representative.

8. Standards and poles will be installed three feet behind the back of curb or drivable surface and six feet from any curb radius or driveway. Exceptions must be approved by the BWL engineer or authorized representative.

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 must be completed by the governing entity or its approved contractor. Signs must be installed utilizing BWL-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 BWL. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the BWL.

C. All requests to relocate, or temporarily remove and reinstall any street lighting facilities will be billed at cost via nonrefundable contribution in aid of construction and is due prior to the start of construction.

D. Street lighting damages and repairs, or nonconforming installations by the property owner, or its contractors or subcontractors, will be billed to the Customer or property owner.

10.15 Outdoor Lighting Services

A. The BWL may provide outdoor lighting service on private property in areas served directly by its distribution system subject to the governing entity's approval, BWL-approved standards and the BWL's Rate Schedule. The Customer must enter into a BWL Outdoor Lighting Service (OLS) contract and comply with the following conditions:

1. Outdoor lighting must be approved by the BWL and may only be installed on utility-grade poles owned or utilized by the BWL. Outdoor lighting may not be installed on Customer-owned poles or facilities.

2. Outdoor lighting may be fed from overhead distribution or underground distribution.

3. Where applicable, outdoor lighting facilities including standards, luminaries, cables and associated facilities will be installed after curb and gutter installation.

4. Underground outdoor lighting facilities will be installed utilizing the direct buried method as described in Rule 10.18 except as otherwise provided in this Rule 10.15.

5. Where applicable, underground conduits will be installed under all drivable surfaces.

6. Where applicable, a reasonable effort must be made by the Customer and its contractor to coordinate the installation of conduits during road and driveway construction.

7. Outdoor 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 10.18.

8. Where concrete is continuous between curb and sidewalk and or property line, conduits must be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by the BWL engineer or authorized representative.

9. Standards and poles will be installed three feet behind the back of curb or drivable surface and six feet from any curb radius or driveway. Exceptions must be approved by the BWL engineer or authorized representative.

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 BWL. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the BWL.

B. All requests to relocate, or temporarily remove and reinstall any outdoor lighting facilities will be billed at cost via nonrefundable contribution in aid of construction and is due prior to the start of construction.

C. Outdoor lighting damages and repairs, or nonconforming installations by the property owner, or its contractors or subcontractors, will be billed to the Customer or property owner.

10.16 Subdivisions

A. The BWL 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 BWL will generally provide underground service from these overhead Facilities unless the local governmental authority approves the use of individual overhead service connections.

10.17 Construction Date of Distribution System Extension

A. The BWL will utilize best efforts to construct the electric Distribution System Extension to meet a mutually agreed upon completion date based on availability of work crews, material, weather conditions, and subject to approvals by appropriate regulatory agencies, or as required by agreement between the BWL and the governmental entity.

10.18 Trenching and Duct

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

B. The BWL'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 Department and in no cases will the BWL allow any BWL-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 BWL Facilities required because of a change in grade that violates this minimum depth requirement must be done by the BWL and billed at actual cost to the owner, developer or Customer causing the violation.

C. The BWL may jointly utilize Trenches for primary, secondary cable and service conductors with other utilities. The other utility electing to utilize joint trench will be responsible for payment of joint trench charges in accordance with Rule 16. All trenching and backfilling will normally be provided by the utilities; however, the developer is responsible for all extra expense involved if paving is installed before cable or conduit crossings are in place.

D. The BWL may elect at its sole discretion to install additional conduit or duct at the request of other utility providers. The utility utilizing the conduit or duct will be responsible for payment of all joint installation charges in accordance with Rule 16.

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

F. Where it is necessary for trenching and installation of underground electric Facilities to be scheduled during the "Winter Construction Period" as defined in Rule 16, the Customer may be required to pay a winter construction charge in accordance with Rule 16.

G. 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 BWL's specifications.

H. Prior to the installation of the BWL's direct burial electric Facilities in a Trench provided by the Customer or developer, the Trench must be inspected by the BWL's authorized personnel for proper depth and cleaning of debris. The first inspection will be at no charge, and all subsequent inspections may be subject to a Site Inspection fee in accordance with Rule 16.

I. If the BWL determines that an installation is not practical for direct burial cable, the BWL will require ducts. The owner is responsible to own, install and maintain ducts, manholes and vaults located on the owner's Premises when:

   1. Direct burial installation is impractical.

   2. The BWL requires these Facilities as an extension from a similar existing system.

   3. Other reasons as may be determined by the BWL.

J. Otherwise, the BWL will own, install and maintain such ducts and associated Facilities. Ducts, manholes and vaults will be installed in accordance with BWL specifications.

10.19 Conversion of Existing Overhead Distribution Systems and Associated Services

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

B. Prior to the commencement of the conversion of any existing overhead distribution systems and associated services, the Customer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid will reimburse the BWL 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, but not limited to, the cost of breaking and repairing streets, walks, parking lots, driveways, and the cost of repairing lawns and replacing shrubs, flowers and sod.

C. Should the conversion of these Facilities cause the installation or re-arrangement of other overhead Facilities in the area, the Customer must reimburse the BWL for the installed cost involved in re-arrangement or installation of other existing Facilities.

D. Conversion of any existing overhead electric distribution system and associated overhead services are also subject to the provisions of Rule 10.7 and Rule 10.8.

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

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

10.20 Electric Facility Relocations and Removals

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

1. The relocation or removal is feasible and meets BWL Standards, specifications and 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 electrical reliability.

4. All governmental approvals, permits and easements are obtained.

B. Prior to any relocation or removal of electric Facilities, the Customer or developer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid of construction will reimburse the BWL 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 BWL's electric distribution system caused 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 BWL may elect to credit all or a portion of the value of any associated revenue to the cost of relocation or removal.

C. The only exception to these relocation provisions will be the relocation of the BWL's electric Facilities within public right-of-way that blocks access to the first driveway of a residential Premises. 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.

10.21 Distribution System Extensions for Alternative Primary Source

A. The BWL will not construct at its own expense an Alternate Primary Source to any facility, new or existing, that can be adequately served with a single source as determined by the BWL. Except that an Alternate Primary Source will be required for Customers served from the BWL's underground duct and manhole cable system and the BWL may require a nonrefundable contribution in aid of construction as determined by Rule 10.4.

B. The Customer may request an Alternate Primary Source. If approved, the Customer will make a nonrefundable contribution in aid of construction to the BWL, in advance, to cover the entire cost of the Distribution System Extension to the Customer's Facilities, and any other cost incurred due to increasing the capacity of the BWL's existing distribution Facilities. Additionally, the Customer must pay the BWL for the operation and maintenance costs associated with providing the Alternate Primary Source.

C. Where the reasonable probability exists for future Customers to be connected to the proposed Alternate Primary Source, the BWL may elect to enter into a written agreement in accordance with the applicable provisions of this Rule 10.

D. An Alternate Primary Source does not guarantee capacity on the distribution feeder circuit and related equipment to be able to carry the load of the Customer at all times.

E. In the case of a request for an Alternate Primary Source, the BWL will try, but does not guarantee, to maintain at all times two separate sources to the Customer's Facilities.

10.22 Distribution System Extensions for Alternative Primary Service

A. The BWL will not construct an Alternate Primary Service to any facility, new or existing, that can be adequately served with a single primary service unless otherwise determined by the BWL.

B. The Customer may request an Alternate Primary Service to be installed. If approved by the BWL, the Customer will be required to make a nonrefundable contribution in aid of construction to the BWL, in advance, to cover the entire cost of providing an Alternate Primary Service. Additionally, the Customer must pay the BWL for the operation and maintenance costs associated with providing the Alternate Primary Service.

C. In the case of a request for an Alternate Primary Service to a facility, the BWL will try, but does not guarantee, to maintain both primary services to the facility.

10.23 Engineering and Design Review Requests

A. The owner, developer or Customer requesting engineering and design review may be charged an engineering and design review fee in accordance with Rule 16 for engineering or design review (1) without an active application for Electric Service or request for modification to existing electric Facilities, or (2) requests for additional review or design change during an active application for Electric Service or request for modification to existing electric Facilities. This includes but is not limited to requests that are made for new designs or redesigns after initial engineered design and/or the construction estimate was created.

B. The fee for the engineering and design review request is due at time of initial request and any subsequent request.

C. Engineering and design review request will include, but are not limited to, the estimated cost of construction, preliminary distribution design, site plan review and/or customer connected load evaluation.

Rule 11. Services

11.1 General

A. The Service Entrance Conductors must be furnished, installed and maintained by the Customer in accordance with the National Electrical Code, applicable local codes, and must conform to the BWL's specifications.

B. The Service Location must be specified by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements of the National Electrical Code, National Electrical Safety Code, other applicable law and regulations and local codes.

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

D. Should it become necessary for any reason beyond the BWL's control to change the Service Location, the entire cost of any changes in the Customer's service will be the responsibility of the Customer.

E. Should it become necessary for the BWL to reinforce or upgrade area distribution Facilities to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 10.4.

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

G. The BWL will maintain and repair only those service conductors owned by the BWL except as provided in Rule 11.7. In the course of maintaining or repairing service conductors where the service conductors pass under any area not readily accessible, the BWL will bear no responsibility for damage incurred or for restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent or their tenant.

11.2 Application for Services

A. For Existing Services:

1. Requests regarding existing services should be directed to the BWL Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling 517-702-6006 during normal business hours.

B. For Electric Service Upgrade:

1. All electric service upgrades must comply with these BWL Rules and Regulations, BWL electric requirements and BWL policies, procedures and practices.

2. Requests regarding an electric service upgrade should be submitted to BWL Utility Services by e-mailing **utilityservices@lbwl.com**, or by calling 517-702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912.

3. An electrical service upgrade not consistent with BWL requirements is the Customer's responsibility and will be corrected at the Customer's expense.

C. For New Services:

1. Requests regarding new services should be directed to BWL Utility Services by e-mailing **utilityservices@lbwl.com**, or by calling 517-702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912.

D. For Residential Service Applications:

1. The BWL is required to exercise due diligence in an effort to prevent identity theft. Therefore, Customers are required to produce acceptable proof of positive identification to establish a residential service account. Acceptable proof of positive identification includes, but is not limited to, the following:

   a. Full Name (an account can only be in one Person's name)

   b. Address (a copy of the mortgage or lease agreement may be required to verify residency)

   c. Telephone Number

   d. Email Address

   e. Social Security number (Only required for credit checks or when the Customer is not present to verify their identity)

   f. State or government issued identification (e.g. Driver License, Military ID, Passport)

   g. Birthdate

E. For Commercial Service Applications:

1. To establish a commercial service account, the BWL requires the following business information:

   a. Legal Business Name and Tax ID Number (registered in Michigan)

   b. Type of Business

   c. Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)

   d. Telephone Number

   e. Email Address

   f. Contact Name

   g. Owner or Business Agent Name

   h. Mailing Address if different from Service Address

F. For Extra Large Industrial Service Applications (New Interconnection):

1. Extra large industrial services require alterations to the transmission system and are therefore subject to interconnection studies. Applicants for this level of service are required to submit an application and pay the extra large industrial interconnection application fee in accordance with Rule 16. The extra large industrial interconnection application fee covers the review of applications for qualifying projects, including an introductory check of feasibility and response of either a project approval/denial or a recommendation that detailed studies are required. If studies are deemed to be required, the BWL will perform them at cost upon the Customer entering into an interconnection application as part of the interconnection process.

G. 2. To establish a commercial service account, see Rule 11.2.E.1. above.

11.3 Temporary Services

A. Customers desiring temporary general secondary service (normally less than six (6) months), including, but not limited to, construction jobs, traveling shows, outdoor or

indoor entertainments or exhibitions, must pay the charges billed per Customer per month provided in the BWL's applicable Rate. The Customer must furnish a suitable support for metering equipment.

B. The Customer will be required to make a nonrefundable contribution in aid of construction to the BWL 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 will be installed by the BWL and may be read daily and the deposit will be modified based on the Electric Power actually used. Minor temporary Loads such as construction security cameras may be unmetered and billed at a flat Rate at the approval of the Customer Projects Department. At the discretion of the BWL, temporary service costs may be included in the construction estimate. Customers will still be responsible for connect fees in accordance with Rule 16.

C. Where overhead temporary service of 400 Amperes or less is desired and such service is available and does not exceed 100 feet at the time temporary service is needed, the temporary service overhead charge will be as specified in Rule 16.

D. Where overhead temporary service is not available at the site or exceeds 100 feet or 400 Amperes, the Customer will be required to make a nonrefundable contribution in aid of construction to the BWL 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 value received.

E. For all underground temporary services, the Customer is responsible for Trenching and installing each underground temporary service conductor in accordance with the requirements of all electric codes applicable, to a point within two (2) feet of the BWL'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 must pay a fee to the BWL for connecting and disconnecting temporary service conductor to BWL equipment in accordance with Rule 16.

11.4 Residential, Commerical and Industrial Overhead Services

A. Where suitable service is available, the BWL will install, own and maintain overhead service conductors from its Distribution Lines to the nearest suitable point of delivery on the Customer's buildings or other structures as designated by the BWL. A drip loop must be formed on individual conductors of not less than 36" exiting the weather head. The ampacity of the BWL'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.

B. Where the Customer requests a point of delivery other than that specified by the BWL, then the Customer is responsible for the cost of installing additional intermediate supports, wires or fixtures necessary to reach the point of delivery requested.

C. The Customer must furnish, own, install and maintain service masts, when necessary in order to obtain required clearance. The BWL 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 BWL 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.

D. Where paralleled Service Entrance Conductors are used in overhead services, the Customer or the contractor is responsible for terminating the paralleled conductors in a single conductor suitable for connection to the BWL's overhead service wires.

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

11.5 Residential Underground Services from Underground Distribution Systems

A. Upon request and where suitable Facilities are available, the BWL will install, own and maintain single phase underground direct burial residential Electric Service conductors to the nearest suitable point of delivery on the exterior of the Customer's building or other structure as designated by the BWL, provided the total capacity of all Customer's receiving electric service from a transformer does not exceed the capacity of 167 kVA. 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 must be installed in accordance with Rule 11.7.

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

C. For standard installations, the amount of such contribution will be computed based on the residential underground service charge as defined in Rule 16 and applied to the straight-line distance from the termination of the BWL's secondary Facilities normally at or near the front or rear property line, or at the BWL's transformer, to a point directly below the Customer's meter as designated by the BWL.

D. Where special routing of the service conductors is requested by the Customer and the BWL determines this request to be feasible, the cost of the additional service length required to accommodate such special routing is the responsibility of the Customer and will be based on the residential underground service charge as defined in Rule 16.

E. Where, in the BWL'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 otherwise necessary to deviate from the BWL's approved construction standards or established distribution system design, the BWL may require the Customer to pay for the additional cost resulting from the deviation.

F. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting Customer Electric Services or cause damage as a result of acts or failure to act by the Customer, their agent or their tenant.

11.6 Residential Underground Services from Overhead Distribution Services

A. The BWL will, where feasible, install, own and maintain single phase underground direct burial Residential Electric Service conductors from an overhead electric distribution system. All costs associated with the conversion are to be paid by the Customer as a nonrefundable contribution in aid of construction prior to installation.

B. The BWL may install a secondary distribution riser and pedestal for the Customer to have an underground service from the overhead distribution system. The BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of construction of the Distribution System Extension. The Customer may be eligible for a refund of the deposit in accordance with Rule 10.5.

C. If a crossing of a public road is necessary and the Customer requests the crossing be installed underground, the Customer may be required to make an additional contribution in aid of construction to the BWL, in an amount equal to the estimated difference in cost between an overhead and underground crossing.

11.7 Commercial and Industrial Underground Services

A. The owner of each commercial or industrial building requiring an underground Electric Service system must install, maintain and own the underground secondary service conductors between the building and the service pedestal, current and potential transformer enclosure or padmounted transformer, in accordance with subsections E or F of this Rule 11.7. Primary service conductors must be installed, maintained and owned by the BWL.

B. Underground secondary service conductors installed between the BWL-owned transformer and Customer-owned current and potential transformer enclosures on a Customer constructed and owned common pad will be installed, maintained and owned by the BWL. For current and potential transformer enclosures not installed on a Customer constructed and owned common pad, the Customer must install, maintain and own the underground secondary service conductors between the BWL-owned transformer and the current and potential transformer enclosure, in accordance with subsections E or F of this Rule 11.7.

C. Customers located in areas served by direct burial distribution systems will install direct buried electric secondary service conductors to commercial services where the point of metering is located outside and is in compliance with the BWL's requirements. The Customer will retain ownership of and is responsible to maintain such service conductors.

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

E. Secondary service conductors must be installed in accordance with any applicable local codes and the following BWL specifications:

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

Single Service Size Cables	Maximum No. of Parallel Cooper	Maximum No. of Parallel 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 must not exceed five - 600 kcmil for copper cables and six - 750 kcmil for aluminum cables The BWL will provide terminal lugs and make connection of all service and primary cables to BWL-owned transformers.

F. A single secondary service in excess of 2000 Amperes must be installed using one of the two following methods:

1. If approved by the BWL, a cable bus, or bus duct that is provided and installed by the Customer or developer. The Applicant must provide flexible secondary connectors with the bus duct. The BWL will connect the bus duct to the secondary of the transformer.

2. The Applicant may purchase a BWL-approved current and potential transformer enclosure or multiple secondary termination cabinet. As a convenience, cabinets and enclosures up to 3000 Amperes are available from the BWL for a fee as specified in Rule 16. Cabinets in excess of 3000 Amperes are not available from the BWL and must be supplied by the Applicant. In accordance with Rule 11.7.B, the Applicant must construct a concrete pad, supply and install their own cable from the enclosure or cabinet to the building, and provide terminal lugs for their supplied cables.

G. In locations where the Customer's service conductors are permitted to be connected directly to a BWL-owned transformer, only BWL-approved and provided terminations will be allowed.

11.8 Multi-Dwelling Structure Services

A. The owner or developer of each Multi-Dwelling Structure requiring an underground Electric Service system must install, maintain, and own the underground secondary service conductors between the building and the service pedestal, or padmount transformer, in accordance with Rule 11.7.E. For single phase, the total capacity of the Dwelling Units connected to each service must not exceed the capacity of a single 167 kVA transformer.

B. Underground secondary service conductors installed between the BWL-owned transformer and Customer-owned multiple secondary termination enclosures on a Customer constructed and owned common pad will be installed, maintained and owned by the BWL.

C. Customers located in areas served by direct burial distribution systems must install direct buried secondary service conductors to Multi-Dwelling Structures not exceeding 800 Amperes where the point of metering is located outside and in compliance with BWL requirements. The Customer will retain ownership of such service conductors

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

11.9 Conversion of Existing Overhead Electric Services

A. At the request of a Customer, the BWL will, if feasible and not impractical or burdensome, convert an existing overhead Electric Service to an underground Electric Service in accordance with Rule 10.19.

11.10 Electric Service Relocations and Removals

A. At the request of a Customer, as required due to a conflict, or to meet BWL Standards, the BWL will relocate or remove its Electric Service Facilities in accordance with Rule 10.20.

11.11 Plug-In Electric Vehicles

A. For residential Customers, a separately metered service may be required for Level 2, 240V AC, Electric Vehicle Supply Equipment (EVSE) installed for the sole purpose of charging a Plug-In Electric Vehicle (EV). The separately metered service will be placed on the applicable EV Rate.

B. If the Customer has, or will have, a Level 2, 240V AC, EVSE installed, and meets BWL program qualifications for the applicable Rate, a separate meter may be required. If a separate meter is utilized for the EVSE, the new, additional meter and enclosure must be furnished by the BWL. The enclosure must be installed by the property owner or their qualified electrical contractor adjacent to the existing meter, and in accordance with current BWL standards as designated by BWL personnel. If a separate meter is utilized, the EVSE must be hardwired.

C. If the Customer has or will have one or more Level 2, 240V EVSE installed, and meets BWL program qualifications for the applicable Rate(s), the Customer will ensure the EVSE is installed in accordance with current BWL standards and shall contact the BWL to enroll in the applicable Rate based on the type of EVSE installation.

D. If the Customer is required to have a Distribution System Extension with its own transformer at the Premises to accommodate EV charging for either one or more EVSE installations, the Customer must pay all applicable costs.

E. Level 3, direct current fast charging (DCFC) EVSE installations are not allowed for residential charging purposes. The BWL reserves the right to evaluate Level 3, DCFC ESVE installations at any commercial, industrial or public access location on a case-by-case basis prior to approval and installation, and reserves the right to require primary service and/or battery backup system for these EVSE.

Rule 12. Motors

12.1 Motors

A. Customers are responsible for protecting 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 low voltage relays. Protective devices should be wired to automatically disconnect and prevent restarting of motors until the problem has been corrected and service restored to normal.

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

Normal Mortor Size	Permissible Operating Voltage	Maximum Allowable Locked-Rotor Current
1/2 hp or less	120	50 Amperes
1/2 hp to 3 hp	240	105 Amperes
Over 3 hp	240	To be connected only with written permission of the BWL

C. 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.

D. The BWL may restrict both the individual and combined Horsepower and locked rotor current of three phase motors installed in a Customer's facility. The BWL 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 BWL's electric distribution system. If the BWL, 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 will bear the added cost.

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

Rule 13. Use of BWL Equipment

13.1 General

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

B. The use of any part of the BWL's distribution or Transmission System without prior BWL approval is expressly prohibited.

13.2 Authorized Attachments

A. The BWL may enter into a written agreement providing joint use of BWL-owned poles for the purposes of public safety or providing telephone, CATV or other telecommunications services. The use of any pole by anyone who does not have a written agreement with the BWL is prohibited.

B. The BWL may also issue revocable permits to any Person seeking to attach to BWL-owned poles any wire, cable, wireless antenna equipment, facility, or apparatus for public safety or the transmission of telecommunications. The permit applicant must pay a non-refundable permit application fee in accordance with Rule 16.

C. Permit applications are limited to fifty (50) poles per application, unless otherwise agreed to by the BWL.

D. The maximum number of tangent communication cables or fiber line attachments shall be 5 per pole.

E. When the BWL concludes that a proposed attachment could jeopardize the physical integrity of its distribution poles, it may require certification of the design by a licensed professional engineer.

F. Any reconstruction of the BWL's Transmission and Distribution system that is necessary to accommodate the Facilities of the applicant must be done by the BWL at the expense of the applicant.

G. Pole attachment charges related to renting space on poles will be in accordance with Rule 16 and will begin upon receipt of the signed permit. Pole attachments without a permit may be removed in accordance with Rule 13.3.C or be subject to penalties or retroactive billing in accordance with Rule 16.

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

I. The installation or maintenance of applicant's equipment on poles owned by a third-party, will require an agreement between the pole owner and the BWL, and a separate agreement between the BWL and the applicant.

J. The BWL may charge an emergency response fee in accordance with Rule 16 for responding to calls to address downed communication lines, fiber lines or foreign equipment seen as a threat to the public that had been attached to BWL-owned poles.

K. The BWL may enter into a written agreement providing joint use of BWL-owned street light poles for the purposes of attaching banners for approved promotion of public events in accordance with permitting guidelines for street light poles located in the right of way. The

use of any street light pole by anyone who does not have a written agreement with the BWL is prohibited. The banner applicant must pay a non-refundable banner application fee in accordance with Rule 16.

L. Banner applications will be accepted by jurisdictional entities. A banner application request must be submitted in writing to the BWL and include preliminary banner design; the banner physical and structural specifications; identified BWL-owned street light pole locations; and the estimated length of time the banners are to be attached along with the banner application fee. The banner applicant is responsible for having an approved contractor for installing, maintaining, monitoring and removing all banners and other decorative materials that are attached to BWL-owned street light poles. The proposed banners and other decorative materials must meet the physical and structural requirements in Rule 13.2.M. Any banner promoting an event must be removed within 14 days after the completion of the event. Banner permits are valid for up to one year for general banner displays.

M. Banner Physical and Structural Requirements:

   a. Constructed of high-quality, color-fast, water repellent material.

   b. Banner size on small, historic 12-foot poles: 18″ wide by 36″ tall.

   c. Banner size on tall metal/concrete poles: 31″ wide by 94″ tall.

N. Approved banner attachments are subject to the attachment application fee for banners in accordance with Rule 16. The BWL may waive pole attachment charge for banners in coordination with the jurisdiction and corresponding event.

13.3 Unauthorized Used and Removal

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

B. Authorization may be granted by the BWL's General Manager or their designated representative based on purposes permitted by applicable law and requirements of governmental authority for the health, safety or welfare of the general public.

C. The BWL may remove or cause to be removed without notice any unauthorized foreign matter from its poles at the expense of the Customer, the Person 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 BWL will take reasonable precautions to prevent any damage resulting from such removal, but will not be liable for any damage thereto.

D. The BWL may charge an unauthorized attachment fee in accordance with Rule 16 for any attachment found on a BWL-owned pole without a permit or authorization granted by the BWL.

13.4 Temporary Transfer Fee

A. When a temporary transfer of the attaching party's attachment is required due to an emergency pole replacement, the BWL will charge a temporary transfer fee in accordance with Rule 16. Notification of the replacement of the pole and temporary transfer of attachment will be done in accordance with the BWL pole attachment agreement. Risers, Power Supplies, antenna's, junction poles, dead-end poles and junction boxes are not included.

13.5 Asset Transfers

A. 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.

13.6 Payment of Fees

A. Payment of invoices must be made within 60 days of the bill date. A two percent (2%) late fee will be added to the invoice after 60 days. Nonpayment of any amount due by the attacher beyond sixty (60) calendar days may result in the BWL 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 will constitute a material default of the BWL Pole Attachment Agreement. Removal of attachments will be at the attacher's expense.

13.7 Temporary Support of Utility Poles

A. The BWL will provide temporary pole support using available support equipment for requesting entities under the following conditions:

   1. Support equipment is available;
   2. A schedule/duration estimate has been provided and agreed to by the BWL;
   3. The installation of the support equipment is feasible as determined by the BWL; and
   4. Any lane closures, sidewalk closures, traffic control and site modifications are arranged by and paid for by the requestor.

B. Applicable utility pole support fees specified in Rule 16 will be collected upon completion of work performed.

C. For pole support exceeding one week, the BWL will conduct a weekly pole inspection of each pole and bill the applicable weekly support inspection fee specified in Rule 16.

D. If the proposed schedule/duration is altered or extended, requestor will provide prior notice and will be billed any additional fees in accordance with Rule 16.

E. The BWL will provide emergency pole support using necessary means for emergent situations as determined by the BWL where public or employee safety is at immediate risk.

F. The requestor is responsible for reporting any damage to BWL infrastructure or pole support equipment. The requester is liable for their acts or failures to act or those of their agent that result in damage. The BWL will repair or replace damaged infrastructure and/or pole support equipment and the cost will be billed to the requestor.

G. If BWL determines that either its support equipment is not available or is not adequate to support the utility pole, the requestor or their agent must provide temporary pole support after written approval from the BWL and a BWL-approved support plan. The requestor or their agent must also provide proof of insurance in coverage and amounts requested by the BWL.

Rule 14. Customer Energy Resources

14.1 General

A. To provide for the safety of the BWL's personnel and others, and to assure reliability of Electric Service to all Customers, the BWL has adopted the following requirements for operation of Customer generation in parallel with its electric distribution system. These requirements apply to any Customer Energy Resource regardless of system size or capacity.

B. The applicant is subject to the Customer Energy Resource application fees in accordance with Rule 16. The Customer Energy Resource application fee covers the review of applications for qualifying projects, including an introductory check of feasibility and response of either a project approval/denial or a recommendation that detailed studies are required. If studies are deemed to be required, they will be performed at cost upon entering into a Study Agreement as part of the interconnection process.

C. All units over 20 kW must be connected to the BWL's three phase electric distribution system unless specifically exempted by the BWL. Larger systems over 8 MW may be required to connect to the BWL's three-phase transmission system via a dedicated substation interconnection.

D. These requirements apply to both existing and proposed installations.

14.2 Approvals

A. The Customer must submit for BWL approval, detailed electrical diagrams and equipment nameplate data, including the interface/protective devices and control systems of the Customer Energy Resource. Interconnection Standards and Procedures can be obtained by contacting the Carbon Neutrality Programs Department.

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

C. The Customer must obtain approval from the BWL prior to making any revisions to the Customer Energy Resource, its control systems, or the interface between the two Power systems after the initial installation.

D. Customers who interconnect and energize a Customer Energy Resource that operates in parallel with BWL's electric distribution system before notifying the BWL, either by email, website form submission, or in writing, will be subject to an early interconnection fee specified in Rule 16.

14.3 Control and Protection

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

B. 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 BWL personnel or its agents and in close proximity to the billing meter. This device must accept a standard BWL padlock and must be located on the outside of all buildings. In no case, may the Customer tamper with or attempt to bypass the disconnect switch when the BWL has locked it in the open position.

14.4 Operation

A. Should the parallel operation of the Customer Energy Resource cause interference or affect voltage, frequency or harmonic content of the BWL's electric distribution system or of another Customer's service, the Customer must discontinue parallel operation until the condition has been corrected.

B. The Customer will be charged for all costs associated with any alteration of the BWL's equipment installed for proper operation of the Customer Energy Resource in parallel with the BWL's electric distribution system. The Customer will also be liable for costs of future changes due to safety or adverse effects on the BWL's or other Customer's systems.

C. A Customer Energy Resource with an AC nameplate capacity of 20 kW or higher will require a dedicated generation meter to be installed, owned and maintained by the Customer or the Customer must allow the BWL access to a generation report within 24 hours of request by the BWL.

14.5 Termination

A. If the Customer does not meet all of the above requirements, the BWL may require termination of parallel operation. Failure to terminate parallel operation when required will be cause for the BWL to interrupt Electric Service to the Customer.

14.6 Contract

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

Rule 15. Compliance

15.1 Compliance

A. Aggregation of Retail Customer Demand Response:

1. The BWL or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by the BWL directly into any FERC approved independent system operator's or regional transmission organization's organized electric markets.

2. Retail customers served by the BWL 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 BWL 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 BWL.

B. Ancillary Services Provided by Demand Response Resources:

1. The BWL or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by BWL 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.

2. Retail customers served by the BWL 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 BWL 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 BWL.

Rule 16. Schedule of Fees & Charges

Charge Description	When Applied	Charge
Application Fee	When applying for service account at a Premises regardless of prior service with BWL.	$10 ea.
Residential Underground Distribution Extension	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.	$7/ft for developed lots $3.50/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. Green space only, restoration not included. Installation requiring conduit, sidewalk crossing or other hindrances will be billed at time and material.	$7/ft
Transformer kVA Capacity	Commercial or Industrial underground services with padmounted transformation.	$10/kVA
Current and Potential Transformer Enclosure	When requested by Customer, up to 3000A (Includes materials & installation of cable from transformer to BWL side of enclosure).	At cost
Multiple Secondary Termination Cabinet	When requested by Customer, up to 3000A (Includes materials & installation of cable from transformer to BWL side of enclosure).	At cost
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 201 A to 400 A	 $495 ea. $695 ea.
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.
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	$105 ea.

Charge Description	When Applied	Charge
Engineering and Design Review Fee	Residential: Per request (initial pre-application or additional post-application). Commercial, Industrial, Subdivision: Per request (initial pre-application or additional post-application).	$345 $800
Planned Utility Pole Support Fee	When a minimum of 2 weeks' notice has been provided to install temporary pole support: Installation and Removal of Support Equipment (Per Pole). Weekly Support Inspection Fee (Per Pole).	 $1,625 $350
Unplanned Utility Pole Support Fee	When a minimum of 3 days' notice but less than 2 weeks' notice has been provided to install temporary pole support: Installation and Removal of Support Equipment (Per Pole). Weekly Support Inspection Fee (Per Pole).	 $3,000 $350
Pole Attachment Fees: Permit Application Pre- and Post-Construction Review, along with all Applicable Engineering and Make Ready Construction	Each occurrence	At cost
Pole Attachment Charges	Basic Service Charges: Cable or Fiber Application Fee Cable or Fiber Attachments Cameras or Miscellaneous Billable Equipment: Application Fee Attachments Antenna: Application Fee Attachments Banner: Application Fee – by number of Attachments	$80 per pole (max 50 poles per application), $600 minimum $9.40 per attachment per year or part thereof, $300 minimum $100 $13 per attachment per month $100 $50 per antenna per year or part thereof, with the option to increase 10% after 5 years 10 or less poles $300 11 to 20 poles $450 21 to 50 poles $900 51 to 100 poles $1,700 101 to 150 poles $2,500

Charge Description	When Applied	Charge
Emergency Non-Cable Equipment Removal	Each occurrence	At cost
Emergency Non-Cable Equipment Storage	After 30 days	$50 per day
Pole Attachment Emergency Response Fee	Each occurrence	Time and Material not to exceed (NTE) $1,318
Pole Attachment Failure to Transfer	Each occurrence after the due date via the agreed upon notification system.	3 times annual attachment fee per attachment per month
Unauthorized Attachment	Each occurrence 30 days after official notification via the agreed upon notification system (if not, NESC violation or attachment has been removed).	5 times annual attachment fee per attachment per month until authorization has been obtained or the attachment has been removed
Map Page Fee	Each Request - Electronic Each Request - Per Map Page in Hard Copy	$20 per request $20 per page
Temporary Wire-Attachment Transfer Fee	Each occurrence	$75 per attachment
Customer Energy Resource Application Fee	Up to 20 kVA 21 to 100 kVA 101 kVA to 16 MVA - non-outflow Greater than 16 MVA - outflow	$50 $250 $520 $1,215
Extra Large Industrial Interconnection Application Fee	Loads usually greater than 16 Mw.	$695
Early Interconnection Fee	After receipt of the backflow report from Customer's meter.	$50 per month until approval for interconnection is granted
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 Construction 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

Charge Description	When Applied	Charge
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 also 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 also apply.
Winter Construction Charge	December 15 – March 31 In addition to normal charge.	$9.00/ft
Connect (Turn-on/turn-off) Fee	Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	No charge $165
Reconnection Fee Non-pay or Other	Remote - Standard Service Remote - Same-Day Service Physical - Standard Service Physical - Same-Day Service Transformer Rated - Standard Service Transformer Rated - Same-Day Service Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	$60 $165 $185 $290 $1,440 $2,150
Tampering Fee	Each occurrence	$295
Interference Fee	Each occurrence	$295
Meter Mislabel Fee	Each occurrence - up to 4 meters corrected	$535
Damaged Meter Charge	Each occurrence	At cost
Cut at Pole	Any time – Triplex Any time - Three Wire	$495 $890
Security Deposits – Residential	For all new and existing 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

Charge Description	When Applied	Charge
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	$60 No Charge
Missed Appointment, No Show, No Access Fee	After second occurrence, then per occurrence.	$90
Failed Payment/Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments per occurrence.	$30
Meter Calibration Charge	When Customer request meter calibration check is within plus or minus 2% accuracy.	$75
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 a 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

