



**LANSING BOARD OF WATER & LIGHT BOARD OF COMMISSIONERS
 COMMITTEE OF THE WHOLE MEETING
 May 9, 2023 – 5:30 P.M.
 REO Town Depot - Board of Water & Light Headquarters
 1201 S. Washington Ave., Lansing, MI 48910**

BWL full meeting packets and public notices/agendas are located on the official web site at <https://www.lbwl.com/about-bwl/governance>.

AGENDA

Call to Order

Roll Call

Public Comments on Agenda Items

- 1. Committee of the Whole Meeting Minutes of March 16, 2023 **TAB 1**
- 2. Procurement Policy Revision..... **TAB 2**
 - a. Procurement Policy Redline **TAB 2a**
 - b. Procurement Policy **TAB 2b**
 - c. Procurement Policy Revision Resolution **TAB 2c**
- 3. Rules and Regulations – Electric, Water, Steam, Chilled Water Services Summary..... **TAB 3**
 - a. FY24 Rules and Regulations for Electric – Redline version **TAB 3a**
 - b. FY24 Rules and Regulations for Electric..... **TAB 3b**
 - c. FY24 Rules and Regulations for Water – Redline version..... **TAB 3c**
 - d. FY24 Rules and Regulations for Water..... **TAB 3d**
 - e. FY24 Rules and Regulations for Steam – Redline version..... **TAB 3e**
 - f. FY24 Rules and Regulations for Steam **TAB 3f**
 - g. FY24 Rules and Regulations for Chilled Water – Redline version..... **TAB 3g**
 - h. FY24 Rules and Regulations for Chilled Water..... **TAB 3h**
 - i. FY24 Rules and Regulations Resolution **TAB 3i**
- 4. Property Disposition – Pine/Dell Dr. in Lansing **TAB 4**
 - a. Purchase Agreement..... **TAB 4a**
 - b. Property Appraisal **TAB 4b**
 - c. Property Disposition Resolution **TAB 4c**
- 5. Travel and Expense Reimbursement Policy Revision..... **TAB 5**
 - a. Travel and Expense Reimbursement Policy..... **TAB 5a**
 - b. Travel and Expense Reimbursement Policy Revision Resolution **TAB 5b**

Other

Adjourn

COMMITTEE OF THE WHOLE
Meeting Minutes
March 16, 2023

The Committee of the Whole of the Lansing Board of Water and Light (BWL) met at the BWL Headquarters-REO Town Depot located at 1201 S. Washington Ave., Lansing, MI, on Thursday, March 16, 2023.

Committee of the Whole Chair Sandra Zerkle called the meeting to order at 5:33 p.m. and asked the Corporate Secretary to call the roll.

Present: Commissioners Sandra Zerkle, Beth Graham, Dusty Horwitt, Semone James, DeShon Leek, Tony Mullen, David Price, Tracy Thomas and Non-Voting Members Commissioners Douglas Jester (East Lansing) and Larry Merrill

Absent: Commissioner Maggie Sanders

The Corporate Secretary declared a quorum.

Public Comments

Ron Byrnes, IBEW Business Manager, spoke about the Public Comments section on the agenda. He requested Public Comment be placed at the end of the agenda for Committee Meetings also for comments or questions to be made on agenda items that are information only and not provided in the packet for the public.

Approval of Minutes

Motion by Commissioner Price, **Seconded** by Commissioner Thomas, to approve the Committee of the Whole Meeting minutes of January 10, 2023.

Action: Motion carried. The minutes were approved.

North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP)

Environmental Services Manager, Lori Myott introduced NERC Compliance Supervisor, Ms. Caitlin Chavez who presented the NERC Compliance update. The update included information on compliance history, compliance engagement, upcoming changes to standards and future NERC strategy.

Erickson Groundwater Update

General Manager Peffley provided an update on Erickson groundwater stating that 23 monitoring wells have been installed in the last two years, additional data is needed, and additional testing will be conducted. The readings are still good and a letter was sent to the 51 well owners participating in the study. All coal has been removed from the Erickson site and work is being done to remove the remaining ash by October 2023.

In response to Commissioner Mullen asking if the cooling towers at Eckert were gone, GM Peffley affirmed and added the conveyers are in the process of being removed. The grounds will be kept up on the site.

Other

Commissioner Mullen also asked about the steam that is rising out of the manholes in the city. GM Peffley responded that the steam represents leaks, steam is mainly used by industrial customers and the leaks are being repaired.

Commissioner Jester asked about the status of the RFP's. GM Peffley responded that 100 responses were received, 84 qualified, and were categorized into renewables, wind, solar, batteries, fossil fuel and gas. The Requests for Proposal were for 450 MW of energy and are in the process of being reviewed. A request for a grant from MPSC was made for the Delta Energy Plant.

Commissioner Zerkle thanked the Commissioners for the condolences on the passing of her mother.

Excused Absence

Motion by Commissioner Graham, **Seconded** by Commissioner James for an excused absence for Commissioner Maggie Sanders.

Action: Motion Carried.

Adjourn

Chairperson Zerkle adjourned the meeting at 6:09 p.m.

Respectfully Submitted
Sandra Zerkle, Chairperson
Committee of the Whole



Procurement Policy Revision

Rochelle Parks

Supply Chain Manager BWL

Committee of the Whole

5/9/2023

Procurement Policy Revision Recommendation

A review of the Procurement Policy was conducted, and it was determined that revision to the Policy would enhance clarification and compliance.

Summary of key clarification revisions:

- **Adding a Scope to the Policy:** *Procurement of materials and services. This policy is applicable to all employees, including Board appointees, involved in procuring materials and services.*
- **Defining Authorized Employee:** *For the purposes of this Policy, “authorized employee” means BWL employees acting within both the scope of their procurement and signature authority.*
- **Updating Environmental Considerations:** *The BWL will leverage its procurement to reduce adverse social and environmental impacts and contribute to sustainable development in general. The BWL will strive to procure products in a fiscally responsible manner with the highest environmental and social standards within its respective industry provided that the products meet acceptable use and performance needs.*

Key governing proposed change: Contract Length

Current Board reporting requirement:

The General Manager shall report to the BWL Commissioners annually:

Contracts with a term exceeding Thirty-six (36) consecutive months without being competitively re-bid.

Staff recommendation: *Increase reporting from Thirty-six (36) consecutive months to Sixty (60) months.*

With lead times (from placement of order to receipt of product) for materials increasing 12- months or more the BWL is not receiving the value of a 36-month contract, nor are we able to negotiate pricing.

Examples increased lead times:

Commodity	Lead time 2021	New Lead time
Socket meters	1 month	2 years
Transformers	1 month	1.5 years
Cable	1 month	1.5 years

Benefits of increasing contract terms:

- *Decreased lead times and stocking levels.*
 - Suppliers are offering customers with longer contract terms shorter lead times and fewer cost increases.
 - Reduce inventory at the BWL and increase cash flow.
- *The procurement team will be able to focus on complex purchases and ensure alternate sources.*
- *Minimal Risk: All contracts have an out-clause, therefore, there is minimal risk to the BWL by adopting this change*

Questions





LANSING BOARD OF WATER AND LIGHT
PROCUREMENT POLICY

~~May 23, 2023~~
~~July 1, 2023~~

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SCOPE: Procurement of materials and services. This Policy is applicable to all employees, including Board appointees, involved in procuring material or services.

PURPOSE: This Policy is intended to support the procurement of materials and services and the disposition of personal property used in the operation of the Lansing Board of Water & Light ("BWL") by applying business practices that provide for public confidence in the purchasing system and to maintain a high-quality purchasing program by means of fairness, ethical practices, open competition, impartiality, and supplier diversity to achieve the best value in purchase and disposal processes.

POLICY: All employees must comply with this Policy, the Lansing City Charter, applicable City of Lansing Ordinances,

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and applicable State and Federal laws regarding the procurement of materials and services and the disposition of personal property.

The BWL Board of Commissioners ("Board") delegated to the General Manager the authority to: (1) make all purchase and sale contracts necessary for the business of the BWL, (2) define procurement procedures, and (3) administer this Policy and Procurement Procedures.

The General Manager may delegate purchasing and disposal of personal property authority to specified BWL staff. The General Manager may also permit those designees to further delegate authority to other employees. All delegations of authority and controls required to ensure compliance with this Policy and the Procurement Procedures shall be documented. Only authorized employees may bind the BWL regarding the purchase of materials and services and the disposal of personal property. For purposes of this Policy, "authorized employees" means BWL employees acting within both the scope of their purchasing and signature authority.

1. REPORTING

The General Manager shall report the following items to the Board annually:

- A. Litigation pertaining to any particular contract covered by the Procurement Policy;
- B. Sole source contracts in an amount equal to or greater than \$15,000;
- C. Emergency procurements in an amount equal to or greater than \$15,000;
- D. Contracts with a term exceeding sixty (60) consecutive months without being competitively re-bid.

2. POLICY EXCLUSIONS

Purchases as delineated below are excluded from this Policy by the nature of the material or service purchased:

- A. Advertisements
- B. Utility Bills, including gas, electric, water, sewage, local/cell phone service, and internet service
- C. Charitable Sponsorships
- D. Collective Bargaining Agreements
- E. Conferences, Seminars, Tuition, and Training
- F. Employment Contracts
- G. Federal Express, UPS, US Postal Service, and other similar shipping
- H. Intergovernmental or Inter-utility Agreements, including permits
- I. Legal Services
- J. Financial Services
- K. Real Property, including Easements
- L. Subscriptions, Publications, and Membership Dues
- M. Travel Expenses
- N. Workers Compensation Medical Payments and Medical Services
- O. Purchases made pursuant to the Energy Risk Management Program,
- P. Software Licensing and Maintenance Agreements after the original purchase was competitively bid
- Q. OEM (Original Equipment Manufacturer) parts and services only available from the OEM or exclusive distributor specified by the OEM after the original purchase was competitively bid
- R. Materials where the BWL has standardized on one manufacturer, where the manufacturer or exclusive distributor specified by the manufacturer is the only source
- S. Damage Claims, Government Fees, Penalties, Licenses, and Taxes

3. SAFETY CONSIDERATIONS

The BWL recognizes its obligation to provide a safe environment for its employees and the general public. The BWL will meet this obligation, in part, by (1) purchasing safety engineered tools and equipment, (2) purchasing quality

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materials and (3) engaging suppliers with high-quality safety records.

4. ETHICS

Because all suppliers are entitled to equal and impartial bid consideration, all BWL purchases and the disposition of personal property must comply with both the letter and spirit of the City of Lansing's Ethics Manual.

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5. INCLUSION

The BWL recognizes the importance of providing opportunities for companies that reflect the diversity of the BWL's ratepayers. Therefore, the BWL shall proactively support the growth, development, and use of a diverse pool of suppliers.

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6. ENVIRONMENTAL CONSIDERATIONS

The BWL recognizes that the purchase and use of materials and services can have an impact on human health, our community, and the environment. Where practicable, the BWL will leverage its purchasing to reduce adverse social and environmental impacts and contribute to sustainable development in general. The BWL will strive to purchase products in a fiscally responsible manner with the highest environmental and social standards within its respective industry provided that the products meet acceptable use and performance needs.

7. LOCAL PREFERENCE

The BWL shall grant preference to businesses located in the BWL's service area in accordance with the "Local Preference" section as outlined in the Procurement Procedures.

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8. RISK MANAGEMENT

The BWL shall mitigate risks in contracts through actions such as: limitations of liability, retainage, indemnities, warranties, terms of payment, incentive fee programs, termination, and insurance and bonding requirements. There are some risks that the BWL will not accept without additional approval of the General Manager or an Executive Director after review and approval of General Counsel (for B and C risks only). These risks are:

- A. Full payment in advance of the receipt of materials and services, except insurance payments; various licenses, including software licenses; and equipment maintenance agreements;
- B. Agreements under which the BWL assumes liability other than for its own acts or omissions; or
- C. Acquisition of material or service which expressly excludes a warranty.

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9. PURCHASE OF MATERIALS AND SERVICES

Purchasing Methods and Procedures General

The BWL shall use industry best practices for public and utility procurement, in the best interest of the BWL, to reflect current practices and technology changes. The amount of a purchase is determined by the total contract or purchase order dollar value for the entire duration of the contract or purchase order. No purchase shall be subdivided to avoid this Policy.

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Competitive Purchases

The BWL has determined that competition secures the best value in purchases of materials and services. Therefore, unless otherwise specifically exempted by this Policy, all purchases of materials and services shall be through competitive methods with at least three suppliers where practicable. The BWL shall award the contract to the best-evaluated bid, proposal, or quotation.

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Purchases Valued at \$100,000 or More

All materials and services with an estimated value of \$100,000 or more shall be purchased from the best-evaluated supplier after public notice on the BWL internet website or other public media. Notice may be waived at the discretion of the General Manager. The BWL and the selected supplier shall enter into a written contract to consummate the purchase.

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The Procurement Procedures detail the process for competitive sealed bids and proposals, including the appropriate method to determine the best-evaluated bid or proposal. Bid security may be requested but is not required.

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Purchases Valued at \$15,000 or More but Less Than \$100,000:

All materials and services with an estimated value of \$15,000 or more but less than \$100,000 shall be purchased from the best-evaluated supplier after the evaluation of competitive sealed bids, competitive sealed proposals, or competitive quotations. Quotations need not be sealed, and no notice is necessary. The BWL and selected supplier shall enter into a written contract to consummate the purchase.

The Procurement Procedures detail the process for competitive sealed bids, competitive sealed proposals, and competitive quotations, including the appropriate method to determine the best-evaluated bid, proposal, or quote. Bid security may be requested but is not required.

Special Requirements for Construction Contracts:

- (a) **Performance and payment bonds** are required on all construction contracts exceeding \$50,000 in an amount equal to 100% of the contract price. In addition, bid security may be required in an amount equal to 5% of the amount quoted for the contract. All bonds shall be issued and executed by a surety company authorized to do business in Michigan or otherwise secured in a manner and format satisfactory to the BWL. Noncompliance with bonding or security requirements shall require that the bid or proposal be rejected. Nothing contained in this Policy shall be construed to limit the authority to require additional bonds or security.
- (b) **Prevailing wages and fringe benefits** shall be paid on all construction contracts, as determined by statistics compiled by the United States Department of Labor and related to the greater Lansing area by that Department in accordance with City of Lansing ordinance. Any person or business entity violating this requirement shall have thirty days to rectify the deficiency or will be deemed to be in material breach of contract.

Non-Competitive Purchases

The Board has determined that the following circumstances warrant an exemption from general competition and therefore, do not require competitive bidding or proposals:

- A. Emergencies posing an apparent threat to public health, safety, or welfare;
- B. Circumstances where the BWL has reasonably concluded and documented that only one source is available to supply the requested material or service;
- C. Excluded purchases that cannot be bid, such as those previously listed in the "Exclusions" section; and
- D. Purchases under \$15,000. The Board has determined that the benefits of competition are outweighed by the administrative cost of the competitive bid process for these purchases.

Purchases exempted from the competition requirement shall, whenever possible, be made in a manner to ensure the BWL receives the best value.

Cancellation of Solicitations

The BWL may cancel a solicitation prior to full execution of a contract. In addition, the BWL may reject in whole or in part any or all bids or proposals, for good cause and when in the best interests of the BWL.

10. DISPOSITION OF PERSONAL PROPERTY

The BWL will attempt to achieve the best available return when disposing of personal property or minimal cost when disposing of non-saleable items. The BWL shall dispose of saleable personal property by fair and open competition whenever practicable. The BWL shall dispose of non-saleable items by the best available method.

11. AWARD APPEALS

A responsive supplier may appeal to the BWL regarding the award or the proposed award of a contract. The appeal shall be in writing and addressed to the General Manager.

The procedures for the processing and settlement of appeals, which includes an appeal to the Board, can be found in the Procurement Procedures.

A responsive supplier must comply with all appeal procedures before seeking Board review. The Board has final decision-making authority concerning appeals.

12. DEBARMENT

The BWL may bar a business from consideration for award if, within the past three (3) years, the supplier, contractor an officer of the company, or an owner of a 25% or more share of the business has:

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A. Been convicted of a criminal offense incident to the application for or performance of a contract or subcontract;

B. Been convicted of any offense which reflects on the supplier's business integrity, such as embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes;

C. Failed to substantially perform a BWL contract or subcontract according to its terms, conditions, or specifications within specified time limits;

D. Failed to comply with the solicitation process or violated the terms of a solicitation after bid or proposal submission;

E. Been in the past or is currently in default to the BWL or the City of Lansing; or

F. If, in the General Manager's discretion, it is in the best interests of the BWL to bar the contractor from consideration for award.

13. PURCHASING CARDS (P-Cards)

The General Manager may authorize the use of BWL-issued credit cards (P-Cards) for material and service purchases in accordance with this provision and applicable law. No employee may use a P-Card without delegated credit card authority from the General Manager or designee.

The total combined authorized credit limit of all BWL-issued P-Cards shall not exceed 5%, or some other amount established by state law, of the total budget of the BWL for the current fiscal year.

The General Manager or designee shall be responsible for the BWL's P-Card issuance, accounting, monitoring, and retrieval and generally for overseeing compliance with the P-Card Procedure. Employees with delegated P-Card authority shall comply with BWL's P-Card Procedure, Procurement Procedures, and/or any other BWL policy or procedure referencing a P-Card.

ENFORCEMENT

Violation of this Policy may lead to disciplinary action, up to and including termination.

REFERENCES: Procurement Procedures; P-Card Procedure

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LANSING BOARD OF WATER & LIGHT

POLICY

PROCUREMENT

EFFECTIVE: ENTER DATE

COMMISSION

POLICY

TYPE: COMMISSION

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POLICY: All employees must comply with this Policy, the Lansing City Charter, applicable City of Lansing Ordinances, and applicable State and Federal laws regarding the procurement of materials and services and the disposition of personal property.

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Purchases Valued at \$15,000 or More but Less Than \$100,000

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(b) Prevailing wages and fringe benefits shall be paid on all construction contracts, as determined by statistics compiled by the United States Department of Labor and related to the greater Lansing area by that Department in accordance with City of Lansing ordinance. Any person or business entity violating this requirement shall have thirty days to rectify the deficiency or will be deemed to be in material breach of contract.

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11. AWARD APPEALS

A responsive supplier may appeal to the BWL regarding the award or the proposed award of a contract. The appeal shall be in writing and addressed to the General Manager.

The procedures for the processing and settlement of appeals, which includes an appeal to the Board, can be found in the Procurement Procedures.

A responsive supplier must comply with all appeal procedures before seeking Board review. The Board has final decision-making authority concerning appeals.

12. DEBARMENT

The BWL may bar a business from consideration for award if, within the past three (3) years, the supplier, contractor an officer of the company, or an owner of a 25% or more share of the business has:

- A. Been convicted of a criminal offense incident to the application for or performance of a contract or subcontract;
- B. Been convicted of any offense which reflects on the supplier's business integrity, such as embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes;
- C. Failed to substantially perform a BWL contract or subcontract according to its terms, conditions, or specifications within specified time limits;
- D. Failed to comply with the solicitation process or violated the terms of a solicitation after bid or proposal submission;
- E. Been in the past or is currently in default to the BWL or the City of Lansing; or
- F. If, in the General Manager's discretion, it is in the best interests of the BWL to bar the contractor from consideration for award.

13. PURCHASING CARDS (P-Cards)

The General Manager may authorize the use of BWL-issued credit cards (P-Cards) for material and service purchases in accordance with this provision and applicable law. No employee may use a P-Card without delegated credit card authority from the General Manager or designee.

The total combined authorized credit limit of all BWL-issued P-Cards shall not exceed 5%, or some other amount established by state law, of the total budget of the BWL for the current fiscal year.

The General Manager or designee shall be responsible for the BWL's P-Card issuance, accounting, monitoring, and retrieval and generally for overseeing compliance with the P-Card Procedure.

Employees with delegated P-Card authority shall comply with BWL's P-Card Procedure, Procurement Procedures, and/or any other BWL policy or procedure referencing a P-Card.

ENFORCEMENT

Violation of this Policy may lead to disciplinary action, up to and including termination.

REFERENCES: Procurement Procedures; P-Card Procedure

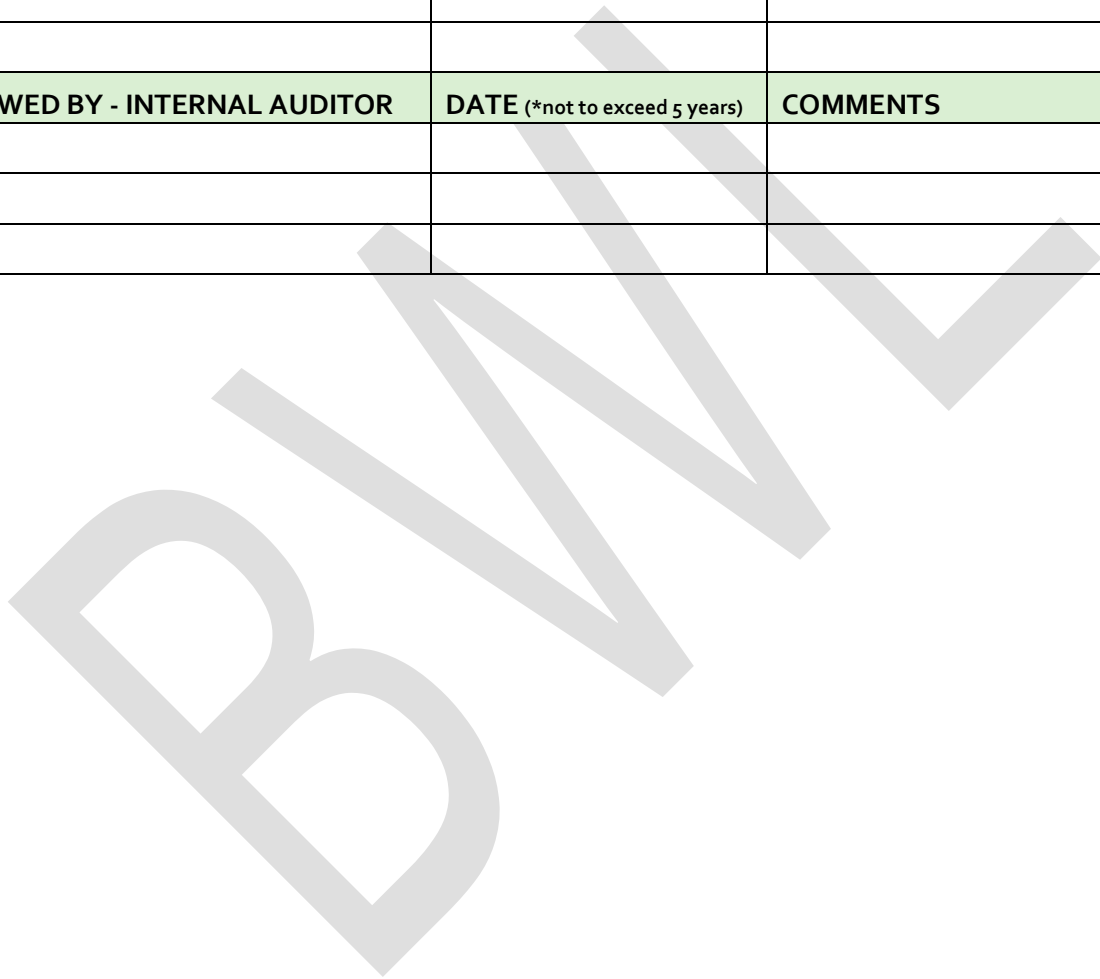
RESPONSIBLE AREA & DEPT NAME: 404 / Purchasing & Warehousing

EXECUTIVE DIVISION: CFO & Corporate Services

EXECUTIVE RECORD OF APPROVAL DATE: Click or tap to enter a date.

POLICY REVIEW: (This Policy **MUST** be reviewed at least every 4 years by responsible area (RA), unless specified otherwise).

REVIEWED BY	DATE	DUE DATE NEXT REVIEW
REVIEWED BY - INTERNAL AUDITOR	DATE (*not to exceed 5 years)	COMMENTS



Proposed Resolution
Procurement Policy

WHEREAS, Section 5-203.4 of the Lansing City Charter requires the Lansing Board of Water & Light (“BWL”) to adopt policies and procedures to assure fairness in procuring personal property and services and disposing of personal property; and

WHEREAS, the Board of Commissioners (“Board”) adopted a Procurement Policy (“Policy”) on December 1, 2015, which superseded the previously adopted Purchasing Policy dated July 27, 2010; and

WHEREAS, BWL staff has conducted a review of the Policy and determined revision and clarification to the terms of the Policy would enhance understanding and compliance with the Policy; and

NOW, THEREFORE, BE IT RESOLVED, that the Board adopt the Policy effective July 1, 2023, as presented.

FURTHER RESOLVED, that the Procurement Policy effective December 1, 2015 is superseded as of July 1, 2023.

Motion by Commissioner _____, **Seconded** by Commissioner _____ to adopt the Procurement Policy at a Board meeting held on _____, 2023.

FY24 RULES AND REGULATIONS
Summary of Proposed Changes and Draft Resolution

Subject: Board of Commissioners Update of Fiscal Year 2024 amendments to the Rules and Regulations for Utility Services, Including Fees and Charges, and a draft resolution.

Background: The Rules and Regulations set forth the terms and conditions of utility services and are divided into these categories:

- General Provisions
- Service Conditions
- Use of Service
- Metering
- Application of Rates
- Responsibility for Payment of Bills
- Dispute and Hearing Procedure
- Distribution System Extensions
- Services
- Fees and Charges
- Compliance
- Other individual Utility Issues

BWL staff periodically review the Rules and Regulations to recommend changes designed to promote clarity and consistency, address change in practice, procedure, or address new issues, and ensure that fees and charges are adequate to cover actual costs.

Fiscal Year 2024 changes fall into three categories: (1) Substantive changes that alter the meaning or effect of a rule; (2) Non-substantive changes designed to address grammar, clarity and consistency across utilities, but not to change the meaning, substance or effect of a rule; and (3) Fee and Charges increases to recover actual costs where they have increased since the last update in FY22.

1. SUBSTANTIVE CHANGES

A. Across Utilities - Electric, Water, Steam and Chilled Water

- Revision of Rule 7, **Bills & Payments**
 - Added language to include “fees and charges” to clarify that BWL can terminate a customer’s service for unpaid fees or charges notwithstanding payment of underlying commodity charge.
- Revision of Rule 4.6.B or 4.7.B, **Disconnection of Service**
 - Revised to be consistent with current practice and to clarify that Customer requested temporary disconnection of service requires continued payment of the Basic Service Charge continue to be paid.
- Revision of Rule 7.1, **Responsibility for Payment of Bills**
 - Added language to clarify that if a Customer, or prospective Customer has any delinquent BWL accounts(s) that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.

-
- Added language to clarify the BWL will charge an NSF fee or failed payment fee for returned checks or electronic payments.
 - **Revision of Rule 7.4, Account Security Deposits**
 - Added language to clarify account security deposits are applied to the Customer's account.
 - Moved language from 7.4.B to 7.4.A.
 - Added language for consistency and clarity with requiring practice of a security deposit when the BWL has shut off service to the Customer for nonpayment of a delinquent account that is not in dispute.
 - Revised language for consistency and clarity with the practice that BWL will credit (i.e. not refunding) account security deposits to a Customer's account 12 consecutive months of service and an acceptable payment history.

B. Electric

- **Revision of Rule 1, Definitions**
 - Added definition of "Distribution System Extension" to provide clarity as to type of work. Additionally, the new defined term will be used throughout the Rules for consistency.
- **Revision of Rule 4.5, Power Factor**
 - Revised language to align with approved rate sheets for consistency.
- **Revision of Rule 6.4, Reactive Power (now Power Factor Penalty)**
 - Revised Rule heading and language to align with approved rate sheets.
- **Deletion of Rule 6.5, Space Conditioning – Electric Water Heating Service**
 - Deleted rule because the BWL no longer has a Space Conditioning Rate.
- **Revision of Rule 6.8A (now 6.7A), Cogeneration and Small Power Production Facility**
 - Revised language to clarify applicability to Customer power sources that operate in parallel with the BWL's electric distribution system; removed specific rate references to ensure alignment with any applicable rate.
 - Revised language to clarify Customers requesting service for their power production source must also receive written approval for interconnection.
 - Revised language to reflect closure of net metering rider.
 - Revised name to "**Renewable Energy Interconnection Application Fee.**"
- **Addition of New Rule 6.8E (now 6.7E), Cogeneration and Small Power Production Facility**
 - Added language that BWL has the right to deny Customers with a delinquent account the ability to enroll in a program that provides for value for excess energy generation returned to the BWL's distribution system. This change to prevents Customers from recouping their past due balance from a 3rd party such as solar contractors who lead Customers to believe the BWL will be paying the Customer for power and not billing the Customer for power delivered.
- **Addition of New Rule 7.6, Lien as Security for the Collection of Charges**
 - Added rule in anticipation of City of Lansing ordinance being passed and in other local jurisdictions in the future allowing the BWL to place liens on the real property of the Customer.
- **Revision of Rule 9.1, Sale and Lease of Service Facilities (now Sale of Service Facilities)**
 - Revised heading and language to remove "lease" as this practice has been discontinued.
- **Revision of Rule 10.4, Deposit (for Distribution System Extensions)**

-
- Revised language to clarify that distribution system extension deposit may be required to complete service or maintain an application after one (1) year has elapsed since the application for service was submitted.
 - Revised language to clarify deposit calculation for each customer type and for consistency with language.
 - Revised language to clarify when loads are unstable or the development is questionable, another factor in calculating the deposit is evaluation of BWL's recovery of capital costs and other business-related considerations; the annual revenue credit may not apply.
 - Revised language to clarify payment is not a prerequisite to the service agreement requirement.
 - Added language to permit the BWL to recoup the construction costs absorbed by the BWL that were not fully offset by expected revenue to be received by the Customer through billing in instances where the Customer does not have service for at least 18 months.
 - Addition of New Rule 10.23, **Engineering and Design Review Requests**
 - Added language for the BWL to recoup its labor costs for engineering and design that are non-service related.
 - Revision of Rule 11.11, **Plug-in Electric Vehicles**
 - Revised language for clarification and to align with rate schedule.
 - Added language about hardwiring of electric vehicle supply equipment consistent with current practice.
 - Added language to provide clarification on qualification for RESTOU and MCEV rates.
 - Added language to allow the BWL to recover costs for specific Customer upgrades.
 - Added language to protect BWL from having to install very large electric services for level 3 direct current fast charging electric vehicle supply equipment.
 - Revision of Rule 13.2, **Authorized Attachments**
 - Revised language to remove reference to the closed Rate 41 and point to Rule 16.
 - Added language to permit the BWL to charge a new emergency response fee for responding to calls to address downed communication lines or equipment belonging to pole-attachers attached to BWL owned poles.
 - Revision of Rule 13.3, **Authorized Use and Removal**
 - Added language to address the existing unauthorized attachment fee and when it applies.
 - Revision of Rule 13.6, **Payment of Fees**
 - Revised language to require payment of invoices from attachers within 60 days (not 30) which is more practical.
 - Addition of New Rule 13.7, **Temporary Support of Utility Poles**
 - Added language for rules and fee associated with requests by customers, contractors and other utilities to support poles during third-party work.
 - Revision of Rule 14.1, **General, Parallel Power Sources**
 - Revision of Customer generating systems sizing to provide clarification on that sizes require interconnection prior to and review and to prevent single-phase service customers from installing systems over 20 kW.
 - Revision of Rule 14.2, **Approvals, Parallel Power Sources**
 - Revised language to direct customers to contact Carbon Neutrality Programs.
 - Revised language to clarify that BWL will no longer be inspecting every solar system but reserves the right to do so when we choose.
 - Added language to address new early interconnection fee when Customers interconnect and energize their generating system before notifying the BWL.

C. Water

- Revision of Rule 11.4.C, **Domestic Water Service**
 - Revised language to remove reference to closed Rate 3 and refer instead to Rule 15.
 - Added language to clarify the water system connection fee is offset in the amount of the water system connection fee of the replaced service when a service is upgraded to a larger service.
- Revision of 14.1, **Cross-Connection**
 - Added language to clarify the state law requiring cross-connection compliance.

D. Chilled Water

No substantive revisions

E. Steam

No substantive revisions

2. NON-SUBSTANTIVE CHANGES

A. Across Utilities - Electric, Water, Steam and Chilled Water

- Revision of Rule 2, **General Provisions**
 - 2.1.H – Revised language to clarify that the BWL must have an acceptable recorded easement on the Customer’s Premises.
- Revision of Rule 3.3C or 3.4C, **Agreements**
 - Revised language to use correct fee name – “connect fee,” not “connection fee.”
- Revision of Rule 9 or 10, **Easements**
 - Revised language to clarify the BWL must have an acceptable recorded easement on the Customer’s Premises consistent with 2.1.H.

B. Electric

- Revision of Rule 10.21, **Distribution System Extensions for Alternate Primary Source**
 - Revised language for consistency with using “written agreement” and not identifying the agreement by name.
- Revision of Rule 14, Parallel Power Sources
 - Revised language for consistency with using “electric distribution system” and “Customer’s generating system.”

C. Water

- Revision of Rule 10, **Distribution System Extensions**
 - Revised language to be consistent with definition name of “Private Fire Hydrant.”
 - Revised language to remove specific rate references to ensure alignment with any applicable rate.
 - Revised language to remove reference to closed Rate 3 and refer to Rule 15 for water system connection fees.

- Revised language to clarify what standards apply.
- Revision of 14.5, **Severe Hazard Locations**
 - Added language to clarify the facilities listed are not the complete list of those requiring a safe air gap or reduced pressure backflow preventer.
 - Deleted language on pressure type vacuum breaker recommended uses because addressed in state plumbing code.

D. Chilled Water

No non-substantive revisions

E. Steam

No non-substantive revisions

3. FEES AND CHARGES

ELECTRIC FEES and CHARGES			
Charge Description	When Applied	Original FY22 Charge for Reference	PROPOSED FY24 CHARGE
Planned Utility Pole Support Fee	When a minimum of 2 weeks notice has been provided to install temporary pole support		<u>THIS IS A NEW FEE:</u>
	Installation and Removal of Support Equipment (Per Pole)	NA	\$1,500
	Weekly Support Inspection Fee (Per Pole)	NA	\$350
Unplanned Utility Pole Support Fee	When a minimum of 3 day notice but less than 2 weeks notice has been provided to install temporary pole support		<u>THIS IS A NEW FEE:</u>
	Installation and Removal (Per Pole)	NA	\$3,000
	Weekly Support Inspection Fee (Per Pole)	NA	\$350

Engineering and Design Review Fee	Residential: Per request (initial pre-application or additional post-application) Commercial, Industrial, Subdivision: Per request (initial or additional)	NA NA	<u>THIS IS A NEW FEE:</u> \$345.00 \$800.00
Renewable Energy Generator Interconnection Application Fee	Upon granting of approval for interconnection 1 kVA - 25 kVA 25 kVA - 5 MVA 5 MVA - 10 MVA - non-outflow 5 MVA - 10 MVA - outflow > 10 MVA	NA	<u>THIS IS A NEW FEE:</u> \$50 (1 kVA-25kVA) \$250 + \$1.00/kVA (>25kVA-5MVA) \$500 + \$2.00/kVA (>5MVA-10 MVA) non-outflow \$1,000 + \$2.00/kVA (>5MVA-10 MVA) outflow \$2,000 + \$3.00/kVA (10 MVA)
Early Interconnection Fee	After reception of backflow report from customer's meter	NA	<u>THIS IS A NEW FEE:</u> \$50.00 per month until approved for interconnection is granted

Fiber and Cable Permit Application Fee	Each occurrence	\$50 per pole / \$500 minimum	\$80 per pole (max of 50 poles); \$600 minimum
Wireless Antenna and Associated Equipment Permit Application Fee	Each occurrence	\$100	\$100 (no change)
Annual Pole Rental Fee Attachment Charges	Annually Basic Service Charges: Cable or Fiber Attachments Cameras or Miscellaneous Billable Equipment Attachments	Per Pole Attachment Rate 41: \$7.74 per attachment per year or part thereof, \$300 minimum	No change
5G Wireless Antenna & Associated Equipment Rental Fee (On Existing Pole)	Annually	Per Pole Attachment Rate 41: \$50 per antenna with 10% increase every 5 years	\$50 per antenna with 10% increase every 5 years
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 time annual attachment fee per attachment per month	5 times annual attachment fee per attachment per month until authorization has been obtained or attachment has been removed

Emergency Response Fee	Each occurrence	NA	THIS IS A NEW FEE: Time and Material not to exceed (NTE) \$1,318
Reconnection Fee	<p>Standard Service: Within one (1) business day24 Hours of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.</p> <p>Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or during the weekend will be completed by the end of the day.</p>	\$60	\$60
		\$165	\$165
Tampering Fee	Each occurrence	\$285	\$295
Interference Fee	Each occurrence	\$285	\$295
Meter Mislabeled Fee	Each occurrence - up to 4 meters corrected	\$450	\$500
Rate 5 & 8 Meter Non-compliance Charge	For each month of non-compliance with meter requirements	\$80/month	\$80/month

WATER FEES and CHARGES			
Charge Description	When Applied		Proposed FY24 Charge
Water Main Front Footage Recovery	<p>½ of the charge for either side of street if not previously collected.</p> <p>On 16"</p>	\$234 / ft	\$234 / ft
Water Services (Board Installed) (Water System Connection Fee applicable)	<p>Up to and incl. 1" Water Service</p> <p>Main-to-Curb Box Stub on previously installed water mains</p> <p>Curb Box-to-Building (Trenched)</p> <p>Curb Box-to-Building (Bored)</p> <p>Indoor Meter Set ¾" – Standard</p> <p>Indoor Meter Set ¾" - With Split Irrigation</p> <p>Domestic or Irrigation Outdoor ¾" Meter Set with Meter pit</p> <p>Outdoor ¾" Meter Set with Meter pit – Customer Choice Program (labor only)</p> <p>Retrofit of existing service to allow for split Domestic or Irrigation Service</p> <p>Charge for setting meter on a split service after initial installation</p> <p>Greater than 1" Service</p> <p>Main-to-Curb Box Stub</p> <p>Curb Box-to-Building</p> <p>Meter Set – greater than 1" less than 3"</p>	<p>\$3,800 per stub plus restoration cost</p> <p>\$1,700 minimum, \$35/ft in excess of 45 feet plus restoration cost</p> <p>\$2,300 Minimum, \$35/ft in excess of 45 feet plus restoration cost</p> <p>\$330</p> <p>\$455</p> <p>\$3,305</p> <p>\$195</p> <p>\$455</p> <p>\$195</p> <p>Firm price quote</p> <p>Firm price quote</p> <p>Firm price quote</p>	<p>\$4,380 per stub plus restoration cost</p> <p>\$3,200 minimum, \$31/ft in excess of 45 feet plus restoration cost</p> <p>\$4,500 Minimum, \$35/ft in excess of 45 feet plus restoration cost</p> <p>\$365</p> <p>\$505</p> <p>\$3,375</p> <p>\$210</p> <p>\$485</p> <p>\$210</p> <p>Firm price quote</p> <p>Firm price quote</p> <p>Firm price quote</p>

	Service Meter Pit set – Customer Choice Program (labor only)	\$195	\$210
	Split Irrigation Service	Firm price quote	\$485
Water System Connection Fees	Service Connection to Main	Rate was originally a Tariff. Moving from Tariff to Fee Schedule.	Rate was originally a Tariff. Moving from Tariff to Fee Schedule.
	1" or smaller	\$1,330	\$1,330
	1 1/2"	\$2,930	\$2,930
	2"	\$5,210	\$5,210
	3"	\$5,860	\$5,860
	4"	\$10,410	\$10,410
	6"	\$23,430	\$23,430
	8" and over	\$41,650	\$41,650

Service Demolition	When requested by Customer		
	Up to and including 1" Curb Box-to-Meter Pit	\$135	\$150
	Up to and including 1" Curb Box-to-Building	\$265	\$290
	Greater than 1"	Firm price quote	Firm price quote
Winter Construction Charge	Water Services, 2" and under	\$23/Trench ft	\$24/Trench ft
	Greater than 2" pipe or service	Firm price quote	Firm price quote
	December 15 – March 31	In addition to normal charge	In addition to normal charge
Damaged Meter Charge	Upon occurrence		
	For Services Up to 1"	\$265	\$305
	For 1" Services	\$335	\$555
	For 1 1/2" Services	\$1,070	\$1,030
	For 2" Services	\$1,245	\$1,455
Thawing Service Charge	After a running water order has been issued		
	Up to and incl. 2" and up to 2 hours	\$265	\$290

	Over 2" or longer than 2 hours	At cost	At cost
Permit Application (Customer Choice Program)	Initial request by contractor seeking qualification	\$425	\$470
Engineering, Inspection and Administration (Customer Choice Program)	On-site mains and commercial services. For a project with a Board estimated construction cost of \$100,000 or less:	10% inspection fee - reconcilable (\$1,000 minimum) 3% minimum engineering and administration charge (\$600 minimum). The BWL reserves the right to adjust the percentage charged based on anticipated project costs.	<u>FORMULA/CALCULATION CHANGE FOR COST RECOVERY:</u> 10% inspection fee - reconcilable (\$1,000 minimum) 3% minimum engineering and administration charge (\$600 minimum). The BWL reserves the right to adjust the percentage charged based on anticipated project costs.
	For a project with a Board estimated construction cost greater than \$100,000:	5% inspection fee - reconcilable 2% minimum engineering and administration charge. The BWL reserves the right to adjust the percentage charged based on anticipated project costs.	\$10,000 + [(estimated construction cost - \$100,000) * 5%] inspection fee - reconcilable \$3,000 + [(estimated construction cost - \$100,000) * 2%] minimum engineering and administration charge. The BWL reserves the right to adjust the percentage charged based on anticipated project costs.

		Inspection fees will be reconciled with actual inspection costs upon completion of the project. The difference will be reimbursed or billed to the customer, except in cases where actual inspection costs are less than the \$1,000 minimum inspection charge.	Inspection fees will be reconciled with actual inspection costs upon completion of the project. The difference will be reimbursed or billed to the customer, except in cases where actual inspection costs are less than the \$1,000 minimum inspection charge.
BULK WATER PERMIT Temporary Hydrant Usage for construction, festivals and governmental special use by special permit.	Initial Application Fee - Yard Hydrant	\$120 ea.	\$120 ea.
	Yearly - Yard Hydrant	\$120 yearly	\$120 yearly
	Within Board service area for construction use Permit Fee per projectdevice	\$150	\$150
	1" RPZ backflow device plus	\$605	\$615
	Commodity fee	\$60/month or portion thereof	\$60/month or portion thereof
	2" RPZ backflow device plus	\$1,090	\$1,135
	Commodity fee	\$160 /month or portion thereof	\$210 /month or portion thereof
	Other approved backflow prevention device	Cost based on estimated usage	Cost based on estimated usage
	Non-compliance fee	\$250 deposit	\$250 deposit
	Hydrant wrench	\$45	\$45
Festivals, non-profit or otherwise - includes rental of RPZ	1" 1-3 days = \$100 4-7 days = \$300	1" 1-3 days = \$100 4-7 days = \$300	

	Metered use for approved governmental special use – includes rental of RPZ	8-14 days = \$500 2" 1-3 days = \$250 4-7 days = \$500 8-14 days = \$750 Setup and removal cost plus Residential Water Service Rate 1 commodity charge.	8-14 days = \$500 2" 1-3 days = \$250 4-7 days = \$500 8-14 days = \$750 Setup and removal cost plus Residential Water Service Rate 1 commodity charge.
Connect (Turn-on/turn-off) Fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays will be completed by the end of the day.	No charge \$165	No charge \$200
Reconnection Fee	Standard Service: Within one (1) business day24 Hours of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.	\$60	\$105
	Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or during the weekend will be completed by the end of the day.	\$165	\$200
Curb Box Fill Fee	Each Occurrence	\$315	\$340
Tampering Fee	Each occurrence	\$285	\$295
Interference Fee	Each occurrence	\$285	\$295
Meter Mislabel Fee	Each occurrence - up to 4 meters corrected	\$1,680	\$1,800

CHILLED WATER FEES and CHARGES			
Charge Description	When Applied		Proposed FY24 Charge
Connect (Turn-on/turn-off) Fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.	No charge	No charge
	Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays will be completed by the end of the day.		\$200
Reconnection Fee	Standard Service: Within one (1) business day²⁴ Hours of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.	\$60	\$105
	Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or during the weekend will be completed by the end of the day.	\$165	\$200
Tampering Fee	Each occurrence	\$285	\$295
Interference Fee	Each occurrence	\$285	\$295

STEAM FEES and CHARGES			
Charge Description	When Applied		Proposed FY24 Charge
Connect (Turn-on/turn-off) Fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.	No charge	No charge
	Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays will be completed by the end of the day.	\$165	\$200
Reconnection Fee	Standard Service: Within one (1) business day²⁴ Hours of the order being taken. Service orders taken before 3:00 p.m. weekdays are normally completed by the end of the same business day.	\$60	\$105
	Same-Day Service: By the end of the same calendar day of the order being taken. Service orders taken after 3:00 p.m. weekdays or during the weekend will be completed by the end of the day.	\$165	\$200

Tampering Fee	Each occurrence	\$285	\$295
Interference Fee	Each occurrence	\$285	\$295

4. DRAFT RESOLUTION APPROVING FY24 RULES & REGULATIONS

RESOLUTION #2023-05-XX

FY24 Rules and Regulations for Electric, Water, Steam and Chilled Water Utility Services

RESOLVED, that Fiscal Year 2023-2024 Rules and Regulations for Electric, Water, Steam and Chilled Water Services be approved as presented by Management on May ____, 2023, to be effective July 1, 2023.

Motion by Commissioner ____, **Seconded** by Commissioner ____, to approve the Rules and Regulations for FY24 at a Board meeting held on May ____, 2023.

Action: Motion Carried.

RULES and REGULATIONS
for
ELECTRIC SERVICE



Board Approval: 05/XX/2023
Effective: 07/01/2023



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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.

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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; 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.

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.

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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, and the like, used as a part of or in connection with an electric installation.

HERTZ – (Hz) - Cycle per second.



Definitions

Electric Rule and Regulation 1

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.

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 connection 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 <https://www.lbw.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 LIMITER - Device used to minimize electric consumption by way of restricting amperage.

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.

Board Approval: 05/xx/2023

Effective: 07/01/2023



Definitions
Electric Rule and Regulation 1

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 <https://www.lbw.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, or 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, subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. 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, or steam services ("Utility Services"). Examples include:



General Provisions Electric Rule and Regulation 2

1. Contact information that allows the BWL to communicate with Customers, including name, address, telephone number, and email address.
2. Account information including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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. At the BWL's option, single-phase 120/208V three-wire service may be made available.
- B. Combined lighting and Power service at 120/208 Volt three-phase four-wire, 120/240 Volt three-phase four wire, or 277/480 Volt three-phase four-wire may be made available at the BWL's option.
- C. The BWL is not required to provide more than one lighting and one Power service or one combined lighting and Power service to a Customer's Premises. In cases where the BWL permits a separate Power service, the Customer must pay the cost of providing this additional Power service.
- 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.
- 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



**Characteristics of Service
Electric Rule and Regulation 3**

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.

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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.

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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 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 the 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.

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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 pass under 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. 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 equipment to establish the signal for two-way communication.
- 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 a common meter room, public hallway, or some other BWL-approved location 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. 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, or 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.
- B. All Customers selecting primary service rates may, at the BWL's discretion, be required to install a communication service to the meter enclosure in accordance with BWL standards. The Customer is responsible for installation, maintenance, and ongoing costs of the communication service. The Customer must notify the BWL of any phone number changes.
- C. The BWL may impose a damaged meter charge as specified in Rule 16 for each month the Customer has not complied with the requirements of this Rule 5.7.

5.8 ADVANCED METER OPT-OUT PROGRAM

The BWL installs Advanced Metering Infrastructure (AMI) with two-way communication. When eligible, a Customer may elect to have the communication disabled and will be subject to the opt-out fees in Rule 16. If an eligible Customer elects to have the communication disabled, BWL personnel will read the meter for billing purposes no less than 4 times a year. Billings between meter reads will be estimated.

- A. Eligible
 - a. Single-family, residential home that is owner occupied;
 - b. Customer's account is current;
 - c. Advanced meter has not already been installed;
 - d. Customer must sign contract; and
 - e. Pay opt-out fees listed in Rule 16.
- B. Ineligible
 - a. Customer with inaccessible meter;
 - b. Multifamily homes;
 - c. Apartments and condominiums;
 - d. Commercial and industrial buildings;
 - e. Customer with Time of Use rates;
 - f. Renters or Lessees;
 - g. Customer with history of tampering; or
 - h. Customer that has been shut off for non-pay in last twelve months.

Customers with both water and Electric Service from BWL who elect to enter into the Opt-Out Program will be required to opt-out of both water and electric.



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 3 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.



Application of Rates
Electric Rule and Regulation 6

- 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 3 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 shall 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 shall 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 less than 0.900, 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.

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

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

6.5 SPACE CONDITIONING - ELECTRIC WATER HEATING SERVICE¶
Space Conditioning - Electric Water Heating Service Rate No. 12 is available to commercial and industrial Customers for space conditioning and water heating service as specified in the availability clause in the Rate Schedule.¶
Other uses of Electric Power at the Premises will be billed using an appropriate secondary General Service Rate.¶

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Application of Rates
Electric Rule and Regulation 6

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 name of the owner of the Mobile Home Court or an authorized representative. For rules covering installation of electric distribution and services for mobile homes in courts, see Rule 10.13.

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

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6.6 APARTMENT BUILDINGS AND MULTIPLE DWELLING STRUCTURES

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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.

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

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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

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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 <https://www.lbw.com/customers/services/electric>:

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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.

Deleted: <#>Residential Electric Service¶
General Service¶
Large General Service¶
Primary Service¶
Large Capacity Electric Service¶
Primary High Load Factor Service¶

C. A Customer requesting Electric Service under this Rule must pay the renewable energy generator interconnection 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.

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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.

Deleted: <#> The credit the Customer can receive for energy supplied to the BWL's distribution system, will be in accordance with the most current Renewable Energy Net Metering Rider.

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.

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6.8 MINIMUM CHARGES

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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

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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



Application of Rates Electric Rule and Regulation 6

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. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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.
- B. 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 April 15. 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.
- C. 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.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 16.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written “Billing Service Agreement,” ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 16 for returned checks or electronic payments.

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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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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

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- f. Failed electronic funds transfers
- g. Other payment method cancellation
- 7. The Customer has an account within the last 6 years that is delinquent.
- 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.
- D. Deposits may be waived for new residential Customers in any of the following situations:
 - 1. The Customer has previously established an acceptable payment history with 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's bill is paid by a government agency, or a social service or like entity.
 - 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 - 5. The Customer provides an acceptable surety bond.
 - 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will ~~credit the~~ account security deposit to ~~a~~ Customer's ~~account after the Customer has had~~ service for 12 ~~consecutive~~ months and ~~has~~ an acceptable payment history. ~~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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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7.5 EXTENDED OUTAGE CREDIT

- A. Customers who experience an electric outage solely attributable to BWL-owned equipment for 120 consecutive hours (five days) or more can apply for a \$25 extended outage credit. In order to be eligible for the extended outage credit, an application must be received within six (6) months of the first day of the outage, and the affected account must be active and current with no past due balance, on the date of application. If the application is approved, the BWL will apply the extended outage credit to the account.



RULE 8. DISPUTE AND HEARING PROCEDURE

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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 if the Customer has requested a hearing, pending results of the hearing. 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.



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RULE 9. SALE OF SERVICE FACILITIES

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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.

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RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- 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:~~

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**Distribution System Extensions
Electric Rule and Regulation 10**

- 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.

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10.5 REFUNDS OF DEPOSIT



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- 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.

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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.

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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.

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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.

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- 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.

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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 3 feet behind the back of curb or drivable surface and 6 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.

10.15 OUTDOOR LIGHTING



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- A. The BWL may provide outdoor lighting 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 3 feet behind the back of curb or drivable surface and 6 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.

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.

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10.18 TRENCHING AND DUCT



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- 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



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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 ALTERNATE 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.

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10.22 DISTRIBUTION SYSTEM EXTENSIONS FOR ALTERNATE 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.



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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)

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

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.

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- 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, COMMERCIAL, 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 SYSTEMS

- 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 in accordance with the provisions of Rule 11.5. In addition, the BWL will impose a secondary riser pole charge for each underground service supplied from an overhead secondary in accordance with Rule 16.
- B. 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	
	Copper	Aluminum
200 Amperes	4	4
400 Amperes	4	4
600 Amperes	4	4
800 Amperes	4	4
1000 Amperes	4	4
1200 Amperes	4	4
1600 Amperes	4	5
1800 Amperes	5	6
2000 Amperes	5	6

The total number of cables connected to a single transformer connector 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. A separately metered residential 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).
- ~~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, the Customer must enroll in the applicable Rate, and ensure that the EVSE is installed in accordance with current BWL standards.~~
- ~~D. If a service upgrade is required at the Premises to accommodate EV charging for either one or more EVSE installations, the Customer must pay all applicable service upgrade charges.~~
- ~~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 EVSE installations at any commercial.~~

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Services
Electric Rule and Regulation 11

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:

<u>Nominal Motor Size</u>	<u>Permissible Operating Voltage</u>	<u>Maximum Allowable Locked-Rotor Current</u>
½ hp or less	120	50 Amperes
½ hp to 3 hp	240	105 Amperes
Over 3 hp	240	To be connected only with written permission of the 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 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 any wire, cable, facility, or apparatus for the transmission of telecommunications. The permit applicant must pay a non-refundable 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. Fees 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.~~

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13.3 UNAUTHORIZED USE 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.



Use of BWL Equipment
Electric Rule and Regulation 13

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 precaution 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.

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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.

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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. Applicable utility pole support fees specified in Rule 16 have been collected up-front;
2. Support equipment is available;
3. A schedule/duration estimate has been provided and agreed to by the BWL;
4. The installation of the support equipment is feasible as determined by the BWL; and
5. Any lane closures, sidewalk closure, traffic control, and site modifications are arranged by and paid for by the requestor.



Use of BWL Equipment
Electric Rule and Regulation 13

- B. 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.
- C. 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.
- D. The requestor is responsible for reporting any damage to BWL infrastructure or pole support equipment. The requestor 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.
- E. 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. PARALLEL POWER SOURCES

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.
- B. These requirements include all Customer generating systems regardless of system size or capacity. Systems 100 kW AC and over will be handled by the BWL on an individual basis and require the BWL to perform an interconnection study. All units over 20 kW must be connected to the BWL’s three phase electric distribution system unless specifically exempted by the BWL.
- C. These requirements apply to both existing and proposed installations.

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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’s generating system. 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’s generating system, its control systems, or the interface between the two Power systems after the initial installation.
- D. Customers who interconnect and energize a generating system 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.

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14.3 CONTROL AND PROTECTION

- A. The Customer’s control and protection system must be acceptable to the BWL. The Customer’s generating system 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



Parallel Power Sources Electric Rule and Regulation 14

- A. Should the parallel operation of the Customer's generating system, 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's generating equipment 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. Customer generating systems 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.

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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

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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; 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.

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, 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.

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 connection 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 <https://www.lbw.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 LIMITER - Device used to minimize electric consumption by way of restricting amperage.

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 <https://www.lbw.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@lbw.com, or 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, subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. 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, 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 including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 be 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. At the BWL's option, single-phase 120/208V three-wire service may be made available.
- B. Combined lighting and Power service at 120/208 Volt three-phase four-wire, 120/240 Volt three-phase four wire, or 277/480 Volt three-phase four-wire may be made available at the BWL's option.
- C. The BWL is not required to provide more than one lighting and one Power service or one combined lighting and Power service to a Customer's Premises. In cases where the BWL permits a separate Power service, the Customer must pay the cost of providing this additional Power service.
- 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.
- 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 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 the 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 pass under 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. 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 equipment to establish the signal for two-way communication.
- 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 a common meter room, public hallway, or some other BWL-approved location 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. 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, or 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.
- B. All Customers selecting primary service rates may, at the BWL's discretion, be required to install a communication service to the meter enclosure in accordance with BWL standards. The Customer is responsible for installation, maintenance, and ongoing costs of the communication service. The Customer must notify the BWL of any phone number changes.
- C. The BWL may impose a damaged meter charge as specified in Rule 16 for each month the Customer has not complied with the requirements of this Rule 5.7.

5.8 ADVANCED METER OPT-OUT PROGRAM

The BWL installs Advanced Metering Infrastructure (AMI) with two-way communication. When eligible, a Customer may elect to have the communication disabled and will be subject to the opt-out fees in Rule 16. If an eligible Customer elects to have the communication disabled, BWL personnel will read the meter for billing purposes no less than 4 times a year. Billings between meter reads will be estimated.

- A. Eligible
 - a. Single-family, residential home that is owner occupied;
 - b. Customer's account is current;
 - c. Advanced meter has not already been installed;
 - d. Customer must sign contract; and
 - e. Pay opt-out fees listed in Rule 16.
- B. Ineligible
 - a. Customer with inaccessible meter;
 - b. Multifamily homes;
 - c. Apartments and condominiums;
 - d. Commercial and industrial buildings;
 - e. Customer with Time of Use rates;
 - f. Renters or Lessees;
 - g. Customer with history of tampering; or
 - h. Customer that has been shut off for non-pay in last twelve months.

Customers with both water and Electric Service from BWL who elect to enter into the Opt-Out Program will be required to opt-out of both water and electric.

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 3 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 3 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 shall 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 shall 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 less than 0.900, 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 name of the owner of the Mobile Home Court or an authorized representative. For rules covering installation of electric distribution and services for mobile homes in courts, see Rule 10.13.
- 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 <https://www.lbw.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 renewable energy generator interconnection 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. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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.
- B. 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 April 15. 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.
- C. 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.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 16.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written “Billing Service Agreement,” ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. 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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
- 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.
- D. Deposits may be waived for new residential Customers in any of the following situations:
 - 1. The Customer has previously established an acceptable payment history with 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's bill is paid by a government agency, or a social service or like entity.
 - 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 - 5. The Customer provides an acceptable surety bond.
 - 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will credit the account security deposit to a Customer's account after the Customer has had service for 12 consecutive months and has an acceptable payment history. 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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

7.5 EXTENDED OUTAGE CREDIT

- A. Customers who experience an electric outage solely attributable to BWL-owned equipment for 120 consecutive hours (five days) or more can apply for a \$25 extended outage credit. In order to be eligible for the extended outage credit, an application must be received within six (6) months of the first day of the outage, and the affected account must be active and current with no past due balance, on the date of application. If the application is approved, the BWL will apply the extended outage credit to the account.

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 if the Customer has requested a hearing, pending results of the hearing. 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.

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- 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 EXTENSION

- 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 3 feet behind the back of curb or drivable surface and 6 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.

10.15 OUTDOOR LIGHTING

- A. The BWL may provide outdoor lighting 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 3 feet behind the back of curb or drivable surface and 6 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.

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 ALTERNATE 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 ALTERNATE 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)

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

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, COMMERCIAL, 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 SYSTEMS

- 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 in accordance with the provisions of Rule 11.5. In addition, the BWL will impose a secondary riser pole charge for each underground service supplied from an overhead secondary in accordance with Rule 16.
- B. 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	
	Copper	Aluminum
200 Amperes	4	4
400 Amperes	4	4
600 Amperes	4	4
800 Amperes	4	4
1000 Amperes	4	4
1200 Amperes	4	4
1600 Amperes	4	5
1800 Amperes	5	6
2000 Amperes	5	6

The total number of cables connected to a single transformer connector 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. A separately metered residential 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).
- 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, the Customer must enroll in the applicable Rate, and ensure that the EVSE is installed in accordance with current BWL standards.
- D. If a service upgrade is required at the Premises to accommodate EV charging for either one or more EVSE installations, the Customer must pay all applicable service upgrade charges.
- 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:

<u>Nominal Motor Size</u>	<u>Permissible Operating Voltage</u>	<u>Maximum Allowable Locked-Rotor Current</u>
½ hp or less	120	50 Amperes
½ hp to 3 hp	240	105 Amperes
Over 3 hp	240	To be connected only with written permission of the 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 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 any wire, cable, facility, or apparatus for the transmission of telecommunications. The permit applicant must pay a non-refundable 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. Fees 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.

13.3 UNAUTHORIZED USE 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 precaution 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. Applicable utility pole support fees specified in Rule 16 have been collected up-front;
 2. Support equipment is available;
 3. A schedule/duration estimate has been provided and agreed to by the BWL;
 4. The installation of the support equipment is feasible as determined by the BWL; and
 5. Any lane closures, sidewalk closure, traffic control, and site modifications are arranged by and paid for by the requestor.

- B. 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.
- C. 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.
- D. The requestor is responsible for reporting any damage to BWL infrastructure or pole support equipment. The requestor 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.
- E. 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. PARALLEL POWER SOURCES

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.
- B. These requirements include all Customer generating systems regardless of system size or capacity. Systems 100 kW AC and over will be handled by the BWL on an individual basis and require the BWL to perform an interconnection study. All units over 20 kW must be connected to the BWL's three phase electric distribution system unless specifically exempted by the BWL.
- C. 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's generating system. 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's generating system, its control systems, or the interface between the two Power systems after the initial installation.
- D. Customers who interconnect and energize a generating system 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's generating system 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's generating system 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's generating equipment 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. Customer generating systems 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

RULES and REGULATIONS for WATER SERVICE



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RULE 1. DEFINITIONS

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.

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 water service supplied by the BWL or a governmental entity that authorizes the BWL to provide water service.

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; and Customer’s consumption data.

CUSTOMER-OWNED FIRE HYDRANT - The hydrant and appurtenances owned and maintained by the Customer, installed on Customer Piping on private property after the BWL metering point.

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

CUSTOMER WATER SERVICE - Those pipes, valves and appurtenances installed between a Water Main and Customer Piping owned and maintained by the BWL.

CROSS-CONNECTION - A physical interconnection, arrangement or condition of the Customer’s plumbing through which the potable water furnished by the BWL’s Water Distribution System could become contaminated if backflow takes place.

DEMAND - The rate of water delivered at a given point.

DOMESTIC WATER SERVICE - Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Service Location for the purpose of providing water for consumption other than irrigation or fire service use on the served Premises.

DWELLING UNIT - A single room, suite or groups of rooms or suites which have individual cooking and kitchen sink facilities designed for or used exclusively for residential purposes.

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

FIRE SERVICE - Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Customer’s Premises for the sole purpose of providing water for firefighting on the served Premises.

METER SET - Those pipes, valves and appurtenances that house the water meter.

MODULE – A device used in conjunction with a standard, non-communicating water meter which transforms the performance of the water meter into an advanced meter, also known as a smart meter, that records consumption of water and leak detection and communicates the information to the BWL for monitoring and billing. Modules enable two-way communication the meter and the BWL.



Definitions Water Rule and Regulation 1

ON-SITE WATER MAINS - Water Mains installed on private property that will be located in easements or public right-of-way and owned and maintained by the BWL.

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

PREMISES - A building and its grounds.

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

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

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 water 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 <https://www.lbw.com/customers/services/water>.

SERVICE LOCATION - The point at which the BWL has agreed to deliver water service to Customer Piping.

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

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

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

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



RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for water service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbw.com/customers/services/water> or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing utilityservices@lbw.com, or 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 water service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. For water service requests that are 2" or larger in size, the Customer should contact the BWL Customer Projects Department to determine the characteristics of the water service available at the Premises, since adequate flow and pressure may not be available. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive water 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 water 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 as stated in Rule 15 to cover the costs of restoring water 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 as stated in Rule 15 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 water 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 water distribution system equipment as designed by the BWL for present and future service.

2.2 COLLECTION, USE, AND PRIVACY OF CUSTOMER INFORMATION



General Provisions
Water Rule and Regulation 2

- A. The BWL collects Customer Information for the primary purpose of providing electric, water, chilled 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 including billing and payment information, credit history, driver's license or state ID number, and social security number.
 3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes potable water approved by the State of Michigan for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.
- B. The BWL will not be liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond 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 water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers and the reliability of the Water Distribution System. The BWL is not liable for any such interruptions, curtailment, or suspension of water service.

3.2 AVAILABILITY OF SERVICE

- A. Water service is provided to Customers in the City of Lansing and several surrounding governmental jurisdictions, except where the BWL has determined it to be impractical to serve. Service to the surrounding governmental jurisdictions is by contractual agreement.
- B. The BWL, at its discretion, may provide service to individual Customers outside its service area with the approval of the local governmental entity.
- C. Water service may be made available to Premises' that have frontage on a public right-of-way. The BWL, at its discretion, may install Water Mains and Customer Water Services in easements.
- D. Water service is not considered available when the Customer Water Service must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service.
- E. In the case where there is more than one Water Main capable of providing service, the BWL will determine which Water Main will be used for service and the location of the Customer Water Service connection.
- F. Water service is available in sizes one inch (1") and larger. The BWL will evaluate service sizes two inches (2") and larger before installation to determine the adequacy of water supply and pressure. Inquiries regarding adequacy of water supply and pressure should be directed to the BWL's Customer Projects Department.



3.3 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 water 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 15.
- 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.

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3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Potable water 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 water is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL. Only personnel authorized by the BWL may operate valves (including automated valves), or draw water from the system.
- C. No Person except authorized Fire Department personnel, Director of Public Service, and such other people as determined by the BWL may operate or take water from a fire hydrant, Fire Service, or any other unmetered connection.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around water Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 Fire Service installations, Customer Piping, backflow devices, determine the connected water Demand, and perform tree and brush removal.
- C. If the meters, metering equipment, or other BWL property are 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 in accordance with Rule 15.
- 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 15.



- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.
- G. The Customer is responsible for all losses, injuries, and damages associated with the Customer's failure to provide safe access to the Premises, which includes but is not limited to accessibility, maintenance of equipment and continuation of service.

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose water piping 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 Piping or equipment and is not liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Water Distribution system.
- D. The Customer must install a valve on the outlet of the Meter Set and maintain it in good repair.
- E. The Customer is responsible to install and maintain the plumbing connections at the outlet of the Meter Set.
- F. Alterations to the Customer Water Service or associated equipment require the approval of the BWL.

4.4 WATER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Water Distribution System or another Customer's service. If 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 fees in accordance with Rule 15 and any costs associated with investigation.
- B. The Customer is responsible for the cost of installation, testing and maintenance of backflow prevention equipment necessary to prevent contamination of the Water Distribution System as required by the BWL.
- C. The Customer is responsible for all costs associated with alterations to the Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

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



- B. The BWL may disconnect service without notice if a Person or Customer uses water without proper application for service or water service connection. In the case of such disconnection of service, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the tampering fee and reconnection fee in accordance with Rule 15, 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 piping 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 15, made appropriate restitution for stolen service and damaged equipment, and made arrangements for metering and piping changes as may be required by the BWL.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of water service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 15 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.



4.7 SERVICE RESTORATION OR TURN-ON

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



RULE 5. METERING

5.1 GENERAL

- A. All water sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL except where it is otherwise impractical to meter, such as for firefighting, 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 SIZING, INSTALLATION, AND OWNERSHIP

- A. The BWL will furnish, install, own, and maintain all metering equipment and reserves the right to size such metering equipment.
- B. The Customer is responsible for the cost of parts and labor for installing, removing, or modifying meter settings, when requested by the Customer.
- C. All meter settings must be installed, removed, or modified by BWL personnel or the BWL's agent. The installation, removal, or modification of meter settings by anyone other than BWL personnel or the BWL's designated agent constitutes tampering and is subject to the tampering fee in accordance with Rule 15.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.
- B. Wherever possible, metering equipment should be located inside the building being served and as near as practicable to the point where the Customer Water Service enters the building.
- C. The Customer must not place metering equipment in a pit below floor level, in a restroom or on a platform higher than thirty (30) inches above the floor unless BWL-approved steps and platform are installed.
- D. The space provided must have adequate ventilation and permanent heat to prevent freezing of the meter and associated piping. A clear overhead space of at least six feet (6') must be provided. A floor drain of adequate capacity must be provided adjacent to the meter except where the BWL has deemed it to be impractical to provide such drain.
- E. Where an approved location is not available inside the building, the meter must be located in a meter manhole or pit at or near the property line, and the cost, ownership and maintenance of the meter manhole or pit structure and the piping from the outlet of the Meter Set is the responsibility of the Customer, except where the BWL has retained ownership. The Customer must always provide clear access to the meter manhole or pit structure for the purpose of meter and Meter Set access and maintenance.



5.4 MULTIPLE OCCUPANCY BUILDINGS

- A. Where the building owner desires to meter each tenant's water separately, a meter manifold may be permitted, when all the following conditions are met:
 - 1. An adequately sized room is made available by the owner for housing the water meters. The meter room must be of sufficient size for access and provided with a door which can be fitted with an approved lock box.
 - 2. Access to the meter area is by way of a common-use space.
 - 3. The building owner attaches a tag to the valve on the outlet side of the meter identifying the number or address of the unit served.
 - 4. The building owner installs a valve on the outlet of each meter-set.
 - 5. The building owner installs a valve at the point where each water supply line enters the apartment or unit served.
 - 6. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit.
 - 7. The meter manifold is limited to eight (8) individual meters. Requests for installation of a manifold larger than 8 is permissible only upon approval by the Customer Projects manager or designee.
- B. The BWL may impose a meter mislabel fee in accordance with Rule 15 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 1.5%.
- B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 15.
- C. For a meter with test results outside the permitted accuracy limits of plus or minus 1.5%, 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 1.5%, the BWL may reinstall or replace the meter.

5.6 DAMAGED METERING EQUIPMENT

- A. The Customer will be held liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. 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. The BWL may, after an occurrence of a frozen meter, charge the Customer a damaged meter charge for the replacement of a frozen meter in accordance with Rule 15.
- C. When a Customer requests service in a location where the BWL has an existing service connection, and the meter or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 15.



- D. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, including, but not limited to, stolen copper and stolen meters, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.

5.7 ADVANCED METER OPT-OUT PROGRAM

The BWL installs Advanced Metering Infrastructure (AMI) with two-way communication. When eligible, a Customer may elect to have the communication disabled and will be subject to the opt-out fees in Rule 15. If an eligible Customer elects to have the communication disabled, BWL personnel will read the meter for billing purposes no less than 4 times a year. Billings between meter reads will be estimated.

- A. Eligible
 - a. Single-family, residential home that is owner occupied;
 - b. Customer's account is current;
 - c. Module has not already been installed;
 - d. Customer must sign contract; and
 - e. Pay opt-out fees listed in Rule 15.

- B. Ineligible
 - a. Customer with inaccessible meter;
 - b. Multifamily homes;
 - c. Apartments and condominiums;
 - d. Commercial and industrial buildings;
 - e. Customer with Time of Use rates;
 - f. Renters or Lessees;
 - g. Customer with history of tampering; or
 - h. Customer that has been shut off for non-pay in last twelve months.

Customers with both water and electric service from BWL who elect to enter into the Opt-Out Program will be required to opt-out of both water and electric.



RULE 6. APPLICATION OF RATES

6.1 GENERAL

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

6.2 RESALE OF WATER

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase water 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 water 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 water 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 water 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 of each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained according to the most recent publication of Table 5-3, *Test Requirements for New, Rebuilt and Repaired Cold-Water Meters* within the AWWA M6 manual. Meters 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, other taxes where applicable, amount due for other authorized charges, and the 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.



Application of Rates Water Rule and Regulation 6

- H. The reselling owner or operator must supply each occupant with a water system adequate to meet the needs of the occupant such as water quality, pressure, Cross- Connection control, 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, and if the problem is not resolved the BWL may declare reselling owner or operator in violation of Rule 2.
- J. The renting of a Premises with the cost of water service included in the rental as an incident of tenancy will not be considered a resale of such service.

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.

6.4 APARTMENT BUILDINGS AND MULTIPLE DWELLING STRUCTURES

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

6.5 BILLING

- A. Customers having more than one meter will have consumption computed by an individual meter in accordance with the current Rate Schedule, with the exception of separate meters connected to the Customer Water Service and installed solely for lawn sprinkling. Lawn sprinkling meters connected to the Customer Water Service are subject to the [Residential](#) Lawn Sprinkling Water Service Rate.
- B. In the case of a single building with multiple tenants (e.g., apartment building, strip mall, multi-unit housing), where each tenant is individually served by a meter within a meter manifold, and meets all requirements of 5.4 Metering, the billing rate for each tenant will be based upon the use of the rented space.
- C. In the case of a single building with multiple tenants that does not meet the requirements of 5.4 Metering, the building owner will be required to have all services and meters in the owner's name.

6.6 MINIMUM CHARGES

- A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. Where the Customer requests that a service be disconnected, 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 Water Distribution System.



6.7 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 water service during the interim between tenants.
 - 2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.



RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 15.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 6 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 15 for returned checks or electronic payments.

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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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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- 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will ~~credit the~~ account security deposit to a Customer's ~~account after the Customer has had~~ service for 12 ~~consecutive~~ months and has ~~an~~ acceptable payment history. ~~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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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.



**Dispute and Hearing Procedure
Water Rule and Regulation 8**

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. WATER CUSTOMER CHOICE PROGRAM

9.1 GENERAL

- A. The BWL will authorize Customer installation of Customer Water Services, and On-Site Water Mains, except Meter Set and metering equipment, provided all the following conditions are met:
 - 1. The BWL has approved the Customer's contractor prior to construction.
 - 2. The Customer has signed and complied with a Customer Choice Water Service agreement with the BWL prior to construction.
 - 3. The Customer has provided and the BWL has approved drawings, material lists, and a flushing and disinfection plan.
 - 4. The Customer has paid all past and current fees and charges.
 - 5. The installation of Customer Water Services and On-Site Water Mains have been inspected and approved by the BWL.
 - 6. Customer has transferred ownership of Customer Water Services or On-Site Water Mains to the BWL.
- B. Inquiries regarding the Water Customer Choice Program should be directed to the BWL's Customer Projects Department.

9.2 CONTRACTOR QUALIFICATION AND APPROVAL

- A. Contractors desiring to become qualified and approved to install On-Site Water Mains and Customer Water Services should contact the Purchasing and Warehousing Department at 517-702-6198.
- B. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit will be assessed in accordance with Rule 15.

9.3 RESIDENTIAL SERVICES

- A. Customers installing residential water services will be required to pay an inspection fee in accordance with Rule 15 for each inspection.

9.4 INSPECTION FEE AND NON-REFUNDABLE CONTRIBUTIONS FOR ON-SITE WATER MAINS AND LARGE SERVICES

- A. An inspection fee and non-refundable contribution is required for any Customer desiring to install On-Site Water Mains or commercial Customer Water Services. The amount of such inspection fee and non-refundable contribution will be in accordance with Rule 15.
- B. Upon project completion, the inspection fee will be adjusted to reflect the actual BWL cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is less than \$100 dollars of the estimated cost.

9.5 PERMITS

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



RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. Rule 10 sets forth the conditions under which the BWL will extend its Water Distribution System.

10.2 OWNERSHIP

- A. The BWL will provide, own, maintain, and specify all its distribution Facilities including location, except as otherwise expressly provided by agreement between the BWL and the governmental entity or Rule 9, Water Customer Choice Program. No ownership rights to BWL Facilities will pass to any owner, developer, or Customer by reason of any contribution required by this rule.

10.3 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, at its discretion, determine whether any Water Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Water Distribution System extensions are generally available throughout the BWL water service territory. Water Distribution System extensions may also be available outside the BWL water service territory to serve individual Customers. Water Distribution System extensions outside the BWL water service territory will be installed at the BWL's discretion and only with the approval of the local governmental entity.

10.4 CONTRIBUTION IN AID OF CONSTRUCTION FOR SYSTEM EXTENSIONS

- A. The owner, developer, governmental entity, or Customer will be required to make a contribution in aid of construction to the BWL prior to construction, to cover the cost of the Water Distribution System extension, except as provided otherwise by agreement between the BWL and the governmental entity or in Rule 9, Water Customer Choice Program.
- B. The contribution in aid of construction to the BWL for Water Distribution System extensions will, at the BWL's option, be one of the following:
 - 1. At cost
 - a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.
 - b. Reconciliation (refund or invoice) between the contribution and actual cost will be made upon project conclusion.
 - 2. Not-to-exceed
 - a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.
 - b. The Customer's contribution will not exceed the BWL's estimated cost to construct the Water Distribution System extension.
 - c. If the actual cost to construct the Water Distribution System extension is less than the contribution, the BWL will refund the difference upon project conclusion.



**Distribution System Extensions
Water Rule and Regulation 10**

3. Firm Price – The Customer will make a one-time payment based on the BWL’s estimated cost to construct the Water Distribution System extension. No reconciliation or refund will be made upon project conclusion.

10.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Water Customer Choice Program.
- B. Water Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL’s discretion, they may be installed in dedicated recordable easements on private property provided at no cost to the BWL.
- C. Water Distribution System extensions will traverse the total frontage of all property served and all streets within a new subdivision. The BWL, in its sole discretion, may exempt side-lot streets where a Water Main is not required either to provide service or to provide proper system flow and pressure.
- D. Service Stubs will be installed in conjunction with the Water Distribution System extension except in certain cases as determined by the BWL.
- E. The Customer must provide the BWL plans for BWL review and approval.
- F. Installation of a Water Distribution System extension will be initiated provided:
 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Water Distribution System extension.
 2. The owner, developer, governmental entity, or Customer has paid the cost of the Water Distribution System extension and any required system reinforcement, in a manner as determined by the BWL, or has fulfilled the commitments as otherwise provided by agreement between the BWL and the governmental entity.
 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- G. Construction during the winter season will only occur at the BWL’s discretion.

10.6 ADEQUATE PRESSURE AND FLOW CAPACITY

- A. The BWL will not make Water Distribution System extensions unless adequate pressure and flow capacity is available at the location of the Water Distribution System extensions as determined by the BWL. Variances from the BWL’s flow and pressure capacity requirements may be granted in writing by the BWL and where applicable, the governing Fire Marshal.
- B. When Water Distribution System reinforcement is required to provide adequate pressure and flow capacity at the location of the Water Distribution System extension, the Customer, governmental entity or other benefiting parties will bear the cost of such Water Distribution System reinforcement.



10.7 PERMITS

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

10.8 STAKING REQUIREMENTS

- A. The Customer must provide all staking as required by the BWL for installation of the Water Distribution System extension.
- B. Inquiries regarding staking requirements should be directed to the BWL’s Customer Projects Department.

10.9 FIRE HYDRANTS

- A. Water Distribution System extensions must include fire hydrant coverage as determined by the BWL or governmental entity.
- B. Fire Hydrants designated as Private Fire Hydrants will be billed according to the applicable Rate, and are the responsibility of the property owner.

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10.10 OVERSIZING OF DISTRIBUTION SYSTEM EXTENSION

- A. To meet the needs of existing and future Customers within the governmental areas, the BWL may choose to size and install a larger than needed Water Main for the Water Distribution System extension. In such cases, the cost of oversizing will be borne by the benefiting governmental entity or as provided for in the agreements between the BWL and the governmental entity.
- B. Where the BWL has determined that oversizing of a Water Main is needed for its own purposes, the BWL will be responsible for the cost of such oversizing.

10.11 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Water 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.
- B. When a Customer has obtained an approved Lansing Brownfield Plan and entered into a Brownfield Reimbursement Agreement with the Lansing Brownfield Redevelopment Authority (LBRA), the BWL, subject to agreement with the LBRA, the Customer may seek reimbursement for its ~~water system connection fee (Rule 15)~~ directly from the LBRA. In the event the BWL is not reimbursed for its ~~water system connection fee~~ from the LBRA, the Customer will be required to pay the remaining amount due.

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10.12 EASEMENTS

- A. Prior to the installation of any Water 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 removal, restoration, replacement, construction, and relocation of the water 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 water distribution system equipment as designed by the BWL for present and future service.



Distribution System Extensions Water Rule and Regulation 10

- B. In the event the required easements cannot reasonably be granted on Customer's Premises for such extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, 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.

10.13 TREE REMOVAL PERMITS

- A. Prior to the installation of any Water Distribution System extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its water distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, 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.

10.14 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.

10.15 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 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.

10.16 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.

10.17 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will utilize best efforts to construct the Water 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 WATER FACILITY RELOCATIONS AND REMOVALS



Distribution System Extensions Water Rule and Regulation 10

- A. At the request of a Customer or developer, as required due to a conflict, or to meet BWL [Water Construction Standards](#), the BWL will relocate or remove its water 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 water reliability or quality.
 - 4. All governmental approvals, permits, and easements are obtained.
- B. Prior to any relocation or removal of water 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 Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the water Facilities removed.
- C. After completion of the Water Distribution System extension, if Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Water Mains or related Facilities to the correct location or proper elevation.



RULE 11. SERVICES

11.1 GENERAL

- A. The Customer Water Service must be furnished, installed, owned and maintained by the BWL except as otherwise provided in Rule 9, Water Customer Choice Program. In the course of maintaining or repairing a Customer Water Service where the Customer water service passes under an area not readily accessible, the BWL will bear no responsibility for damage incurred or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent or their tenant.
- B. The Service Location must be specified by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements and applicable local codes.
- C. Should it become necessary for any cause 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.
- D. Should it become necessary for the BWL to reinforce or upgrade the Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 10.4.

11.2 APPLICATION FOR SERVICES

- A. For Existing Services:
 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 1. Requests regarding new services should be submitted to the BWL Utility Services Section by e-mailing utilityservices@lwl.com, or by calling (517) 702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912. Customers in the townships of Bath, Delhi, or Watertown, and those in the City of DeWitt must apply at their respective township offices.
- C. 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)



D. 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

11.3 TEMPORARY WATER SERVICE

- A. Temporary water service is available to contractors, non-profits or otherwise, and for governmental special use; for construction activities, sewer flushing, festivals, and bulk tanker fill, etc. A bulk water permit is required for temporary water service and applicants will be charged in accordance with Rule 15.

11.4 DOMESTIC WATER SERVICE

- A. General
 1. It is the Customer's responsibility to determine the correct pipe size for the Customer Water Service prior to making application.
 2. Plans must be submitted to the BWL's Customer Projects Department for services two inches (2") and larger or unusual connections.
 3. Customer Water Services will be installed from the Water Main to the Customer's building or metering manhole or pit in the most direct manner. Water service is not available where the BWL must bring the Customer Water Service across another parcel or lot without an easement in order to provide service.
 4. Facilities that cannot provide a common meter room but require separate meters for each dwelling unit (Rule 5.4) will require a separate service for each meter, including main to curb box.
 5. It is the intent of the BWL that all underground water pipes to the meter or meter manhole or pit be installed and maintained by the BWL. However, where unusual or special circumstances exist or as allowed by Rule 9, Water Customer Choice Program, the Customer may request approval to install underground water pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
 6. No person other than an authorized employee or agent of the BWL may open or close the outside valve (curb stop) on the Customer Water Service. No person except an authorized BWL employee, agent of the BWL or as allowed by Rule 9, Water Customer Choice Program, may tap, revamp or connect to a Water Main or any of the pipes comprising the Customer Water Service.
 7. If the outside valve (curb stop) has been closed by the BWL and is subsequently opened by an unauthorized Person, the BWL will close the outside valve and fill the curb box with soil to prevent the operation of the



outside valve. To restore service the Customer will be required to pay the curb box fill fee and tampering fee in accordance with Rule 15.

B. Customer Connections to BWL Facilities

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

C. Charges

1. For standard installations, the Customer must pay a water service charge for the cost of the Customer Water Service installation prior to construction, in accordance with Rule 15 in a manner as determined by the BWL.
2. Where a water service connection is made from a Water Main subject to a front footage recovery charge, such charge will be in accordance with Rule 15.
3. All new Customer Water Service connections made to Water Mains will be subject to a water system connection fee in accordance with Rule 15, and any applicable charges contained in agreements between the BWL and the governmental entity. The water system connection fee for existing active services that are being upgraded and replaced with a larger service will receive an offset in the amount of the water system connection fee for the replaced service.
4. 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 the additional cost resulting from the deviation.
5. When it is necessary for the installation of a Customer Water Service to be scheduled during the “Winter Construction Period” as defined in Rule 15, the Customer may be required to pay a winter construction charge in accordance with Rule 15.
6. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting Customer Water services or cause damage as a result of acts or failure to act by the Customer, their agent, or their tenant.

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11.5 FIRE SERVICE

A. General

1. The BWL will provide water service for the sole purpose of direct fire protection. This service may include, but is not limited to, the following:



- a. Public Fire Hydrants
 - b. Private Fire Hydrants
 - c. Connection to fire sprinkler systems
2. The BWL owns and maintains all hydrants and all Fire Services up to the point of entry to the Customer's building, except where Customer-Owned Hydrants or Fire Services are connected after the BWL's metering point.
 3. An approved backflow prevention device must be installed on the Fire Service and detector check by-pass line. The backflow devices must be installed, owned, tested and maintained by the Customer. Test results must be sent to the BWL's Customer Projects Department.
 4. A detector check by-pass meter will be installed, owned and maintained by the BWL to indicate water use through the Fire Service, except when the BWL has determined the installation of a detector check by-pass meter is not warranted or is impractical. Water used for firefighting is paid through the monthly Fire Service charge and is not metered. The Customer must contact the BWL's Customer Projects Department for fire system testing. In addition to the monthly Fire Service charge, the Customer will be billed for excessive use of water for fire system testing and any water used from the Fire Service for non-fire-fighting purposes.
 5. The BWL reserves the right to inspect Fire Service installations.
 6. Fire Services are also subject to Rule 11.4.A.
- B. Charges
1. The BWL will assess a fire hydrant charge in accordance with Rule 15 prior to the installation of any individual fire hydrant.
 2. The Customer must pay the fire service installation cost prior to construction.
 3. The Customer is responsible for additional repair costs due to encumbered Fire Services, or damage as a result of acts or failure to act by the Customer, owner, or tenants.

11.6 LAWN SPRINKLER (IRRIGATION) SERVICE

- A. Where a Customer requests that a separate meter be installed in parallel to an existing meter or that a separate meter be installed in conjunction with a new service installation for water use that does not enter the wastewater system and is permitted by the local governmental entity, the Customer must pay the amount specified in accordance with Rule 15 prior to installation.
- B. Such separate meter will be furnished and installed by the BWL at an acceptable location. In no case, will this meter be larger than the service line size.
- C. The Customer must install a valve at the outlet of the Meter Set.
- D. An approved backflow prevention device must be installed on all lawn sprinkler or irrigation services. The backflow devices must be installed, owned, tested, and maintained by the Customer.

11.7 WATER FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its water Facilities in accordance with Rule 10.18.



RULE 12. BOOSTER PUMPS

12.1 BOOSTER PUMPS

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



RULE 13. WATER STORAGE FACILITIES

13.1 WATER STORAGE FACILITIES

- A. Where the Customer desires to maintain a stored water facility of any type (elevated storage tank, ground storage tank, etc.) that is directly connected to the BWL's Water Distribution System, the storage vessel must be approved by the BWL and any other agency or regulatory body with jurisdiction over the facility. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
- B. The Customer must use a metered Customer Water Service for water used to fill, flush and overflow such storage tanks, including those tanks used for fire protection purposes.
- C. The stored water facility must include provision for protection against backflow into the potable water system as outlined in Rule 14.



RULE 14. CROSS-CONNECTION

14.1 GENERAL

- A. As a public water supply, the BWL complies with the Michigan Safe Drinking Water Act, 1976 PA 399, including its Cross-Connection Rules, Mich. Admin. Code, R 325.11401-11407.
- B. A Customer must not create or allow any actual or potential physical connection between a potable water line and a non-potable fluid, such that it is possible for the non-potable fluid to enter the potable water system.
- C. Potable water is provided to the Customer subject to the BWL's Cross Connection Control Program which is available by contacting the BWL Water Distribution Department at (517) 702-6490.

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14.2 INSTALLATION OF BACKFLOW PREVENTION DEVICES

- A. The Customer will be required to install a backflow prevention device on a Customer Water Service to assure containment when the BWL determines that an unprotected Cross-Connection exists.
- B. The backflow prevention device must be purchased, installed, tested and maintained by the Customer. The Customer must obtain the BWL's approval of the type and manufacturer of the device. The Customer must install the device at the termination of the Customer Water Service at the outlet side of the secondary valve and must be installed in accordance with good design practice. Unprotected bypasses are not permitted.
- C. If in the opinion of the BWL, the building use represents an extreme hazard; or that multiple hazards exist within the building; or Customer Piping (internal or external) is too complex to provide for reasonable inspection; or there exist a high potential for future cross connections, a backflow prevention device may be required at the Service Location in addition to internal protection.

14.3 INSPECTION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES

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

14.4 COMPLIANCE

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

14.5 SEVERE HAZARD LOCATIONS

- A. Customer Water Services serving the following Facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses including but not limited to:
 1. Hospitals, clinics, sanitariums and biological research centers

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

14.6 SECONDARY SUPPLIES

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

Deleted: <#>A pressure-type vacuum breaker is recommended for the following uses:¶
Underground lawn sprinkler systems¶
Irrigation systems¶



RULE 15. SCHEDULE OF FEES & CHARGES

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RULE 1. DEFINITIONS

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.

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 water service supplied by the BWL or a governmental entity that authorizes the BWL to provide water service.

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; and Customer’s consumption data.

CUSTOMER-OWNED FIRE HYDRANT - The hydrant and appurtenances owned and maintained by the Customer, installed on Customer Piping on private property after the BWL metering point.

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

CUSTOMER WATER SERVICE - Those pipes, valves and appurtenances installed between a Water Main and Customer Piping owned and maintained by the BWL.

CROSS-CONNECTION - A physical interconnection, arrangement or condition of the Customer’s plumbing through which the potable water furnished by the BWL’s Water Distribution System could become contaminated if backflow takes place.

DEMAND - The rate of water delivered at a given point.

DOMESTIC WATER SERVICE - Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Service Location for the purpose of providing water for consumption other than irrigation or fire service use on the served Premises.

DWELLING UNIT - A single room, suite or groups of rooms or suites which have individual cooking and kitchen sink facilities designed for or used exclusively for residential purposes.

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

FIRE SERVICE - Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Customer’s Premises for the sole purpose of providing water for firefighting on the served Premises.

METER SET - Those pipes, valves and appurtenances that house the water meter.

MODULE – A device used in conjunction with a standard, non-communicating water meter which transforms the performance of the water meter into an advanced meter, also known as a smart meter, that records consumption of water and leak detection and communicates the information to the BWL for monitoring and billing. Modules enable two-way communication the meter and the BWL.

ON-SITE WATER MAINS - Water Mains installed on private property that will be located in easements or public right-of-way and owned and maintained by the BWL.

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

PREMISES - A building and its grounds.

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

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

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 water 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 <https://www.lbwl.com/customers/services/water>.

SERVICE LOCATION - The point at which the BWL has agreed to deliver water service to Customer Piping.

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

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

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

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

RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for water service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbw.com/customers/services/water> or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing utilityservices@lbw.com, or 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 water service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. For water service requests that are 2" or larger in size, the Customer should contact the BWL Customer Projects Department to determine the characteristics of the water service available at the Premises, since adequate flow and pressure may not be available. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive water 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 water 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 as stated in Rule 15 to cover the costs of restoring water 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 as stated in Rule 15 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 water 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 water distribution system 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, 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 including billing and payment information, credit history, driver’s license or state ID number, and social security number.
 3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes potable water approved by the State of Michigan for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.
- B. The BWL will not be liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond 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 water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers and the reliability of the Water Distribution System. The BWL is not liable for any such interruptions, curtailment, or suspension of water service.

3.2 AVAILABILITY OF SERVICE

- A. Water service is provided to Customers in the City of Lansing and several surrounding governmental jurisdictions, except where the BWL has determined it to be impractical to serve. Service to the surrounding governmental jurisdictions is by contractual agreement.
- B. The BWL, at its discretion, may provide service to individual Customers outside its service area with the approval of the local governmental entity.
- C. Water service may be made available to Premises' that have frontage on a public right-of-way. The BWL, at its discretion, may install Water Mains and Customer Water Services in easements.
- D. Water service is not considered available when the Customer Water Service must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service.
- E. In the case where there is more than one Water Main capable of providing service, the BWL will determine which Water Main will be used for service and the location of the Customer Water Service connection.
- F. Water service is available in sizes one inch (1") and larger. The BWL will evaluate service sizes two inches (2") and larger before installation to determine the adequacy of water supply and pressure. Inquiries regarding adequacy of water supply and pressure should be directed to the BWL's Customer Projects Department.

3.3 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 water 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 15.
- 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.

3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Potable water 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 water is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL. Only personnel authorized by the BWL may operate valves (including automated valves), or draw water from the system.
- C. No Person except authorized Fire Department personnel, Director of Public Service, and such other people as determined by the BWL may operate or take water from a fire hydrant, Fire Service, or any other unmetered connection.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around water Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 Fire Service installations, Customer Piping, backflow devices, determine the connected water Demand, and perform tree and brush removal.
- C. If the meters, metering equipment, or other BWL property are 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 in accordance with Rule 15.
- 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 15.

- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.
- G. The Customer is responsible for all losses, injuries, and damages associated with the Customer's failure to provide safe access to the Premises, which includes but is not limited to accessibility, maintenance of equipment and continuation of service.

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose water piping 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 Piping or equipment and is not liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Water Distribution system.
- D. The Customer must install a valve on the outlet of the Meter Set and maintain it in good repair.
- E. The Customer is responsible to install and maintain the plumbing connections at the outlet of the Meter Set.
- F. Alterations to the Customer Water Service or associated equipment require the approval of the BWL.

4.4 WATER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Water Distribution System or another Customer's service. If 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 fees in accordance with Rule 15 and any costs associated with investigation.
- B. The Customer is responsible for the cost of installation, testing and maintenance of backflow prevention equipment necessary to prevent contamination of the Water Distribution System as required by the BWL.
- C. The Customer is responsible for all costs associated with alterations to the Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

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

- B. The BWL may disconnect service without notice if a Person or Customer uses water without proper application for service or water service connection. In the case of such disconnection of service, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the tampering fee and reconnection fee in accordance with Rule 15, 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 piping 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 15, made appropriate restitution for stolen service and damaged equipment, and made arrangements for metering and piping changes as may be required by the BWL.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of water service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 15 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.

4.7 SERVICE RESTORATION OR TURN-ON

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

RULE 5. METERING

5.1 GENERAL

- A. All water sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL except where it is otherwise impractical to meter, such as for firefighting, 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 SIZING, INSTALLATION, AND OWNERSHIP

- A. The BWL will furnish, install, own, and maintain all metering equipment and reserves the right to size such metering equipment.
- B. The Customer is responsible for the cost of parts and labor for installing, removing, or modifying meter settings, when requested by the Customer.
- C. All meter settings must be installed, removed, or modified by BWL personnel or the BWL's agent. The installation, removal, or modification of meter settings by anyone other than BWL personnel or the BWL's designated agent constitutes tampering and is subject to the tampering fee in accordance with Rule 15.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.
- B. Wherever possible, metering equipment should be located inside the building being served and as near as practicable to the point where the Customer Water Service enters the building.
- C. The Customer must not place metering equipment in a pit below floor level, in a restroom or on a platform higher than thirty (30) inches above the floor unless BWL-approved steps and platform are installed.
- D. The space provided must have adequate ventilation and permanent heat to prevent freezing of the meter and associated piping. A clear overhead space of at least six feet (6') must be provided. A floor drain of adequate capacity must be provided adjacent to the meter except where the BWL has deemed it to be impractical to provide such drain.
- E. Where an approved location is not available inside the building, the meter must be located in a meter manhole or pit at or near the property line, and the cost, ownership and maintenance of the meter manhole or pit structure and the piping from the outlet of the Meter Set is the responsibility of the Customer, except where the BWL has retained ownership. The Customer must always provide clear access to the meter manhole or pit structure for the purpose of meter and Meter Set access and maintenance.

5.4 MULTIPLE OCCUPANCY BUILDINGS

- A. Where the building owner desires to meter each tenant's water separately, a meter manifold may be permitted, when all the following conditions are met:
 - 1. An adequately sized room is made available by the owner for housing the water meters. The meter room must be of sufficient size for access and provided with a door which can be fitted with an approved lock box.
 - 2. Access to the meter area is by way of a common-use space.
 - 3. The building owner attaches a tag to the valve on the outlet side of the meter identifying the number or address of the unit served.
 - 4. The building owner installs a valve on the outlet of each meter-set.
 - 5. The building owner installs a valve at the point where each water supply line enters the apartment or unit served.
 - 6. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit.
 - 7. The meter manifold is limited to eight (8) individual meters. Requests for installation of a manifold larger than 8 is permissible only upon approval by the Customer Projects manager or designee.
- B. The BWL may impose a meter mislabel fee in accordance with Rule 15 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 1.5%.
- B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 15.
- C. For a meter with test results outside the permitted accuracy limits of plus or minus 1.5%, 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 1.5%, the BWL may reinstall or replace the meter.

5.6 DAMAGED METERING EQUIPMENT

- A. The Customer will be held liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. 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. The BWL may, after an occurrence of a frozen meter, charge the Customer a damaged meter charge for the replacement of a frozen meter in accordance with Rule 15.
- C. When a Customer requests service in a location where the BWL has an existing service connection, and the meter or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 15.

- D. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, including, but not limited to, stolen copper and stolen meters, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.

5.7 ADVANCED METER OPT-OUT PROGRAM

The BWL installs Advanced Metering Infrastructure (AMI) with two-way communication. When eligible, a Customer may elect to have the communication disabled and will be subject to the opt-out fees in Rule 15. If an eligible Customer elects to have the communication disabled, BWL personnel will read the meter for billing purposes no less than 4 times a year. Billings between meter reads will be estimated.

- A. Eligible
- a. Single-family, residential home that is owner occupied;
 - b. Customer's account is current;
 - c. Module has not already been installed;
 - d. Customer must sign contract; and
 - e. Pay opt-out fees listed in Rule 15.
- B. Ineligible
- a. Customer with inaccessible meter;
 - b. Multifamily homes;
 - c. Apartments and condominiums;
 - d. Commercial and industrial buildings;
 - e. Customer with Time of Use rates;
 - f. Renters or Lessees;
 - g. Customer with history of tampering; or
 - h. Customer that has been shut off for non-pay in last twelve months.

Customers with both water and electric service from BWL who elect to enter into the Opt-Out Program will be required to opt-out of both water and electric.

RULE 6. APPLICATION OF RATES

6.1 GENERAL

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

6.2 RESALE OF WATER

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase water 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 water 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 water 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 water 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 of each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained according to the most recent publication of Table 5-3, *Test Requirements for New, Rebuilt and Repaired Cold-Water Meters* within the AWWA M6 manual. Meters 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, other taxes where applicable, amount due for other authorized charges, and the 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 a water system adequate to meet the needs of the occupant such as water quality, pressure, Cross- Connection control, 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, and if the problem is not resolved the BWL may declare reselling owner or operator in violation of Rule 2.
- J. The renting of a Premises with the cost of water service included in the rental as an incident of tenancy will not be considered a resale of such service.

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.

6.4 APARTMENT BUILDINGS AND MULTIPLE DWELLING STRUCTURES

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

6.5 BILLING

- A. Customers having more than one meter will have consumption computed by an individual meter in accordance with the current Rate Schedule, with the exception of separate meters connected to the Customer Water Service and installed solely for lawn sprinkling. Lawn sprinkling meters connected to the Customer Water Service are subject to the Residential Lawn Sprinkling Water Service Rate.
- B. In the case of a single building with multiple tenants (e.g., apartment building, strip mall, multi-unit housing), where each tenant is individually served by a meter within a meter manifold, and meets all requirements of 5.4 Metering, the billing rate for each tenant will be based upon the use of the rented space.
- C. In the case of a single building with multiple tenants that does not meet the requirements of 5.4 Metering, the building owner will be required to have all services and meters in the owner's name.

6.6 MINIMUM CHARGES

- A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. Where the Customer requests that a service be disconnected, 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 Water Distribution System.

6.7 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 water service during the interim between tenants.
 - 2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.

RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 15.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 6 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 15 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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

- D. Deposits may be waived for new residential Customers in any of the following situations:
1. The Customer has previously established an acceptable payment history with 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will credit the account security deposit to a Customer's account after the Customer has had service for 12 consecutive months and has an acceptable payment history. 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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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. WATER CUSTOMER CHOICE PROGRAM

9.1 GENERAL

- A. The BWL will authorize Customer installation of Customer Water Services, and On-Site Water Mains, except Meter Set and metering equipment, provided all the following conditions are met:
 - 1. The BWL has approved the Customer's contractor prior to construction.
 - 2. The Customer has signed and complied with a Customer Choice Water Service agreement with the BWL prior to construction.
 - 3. The Customer has provided and the BWL has approved drawings, material lists, and a flushing and disinfection plan.
 - 4. The Customer has paid all past and current fees and charges.
 - 5. The installation of Customer Water Services and On-Site Water Mains have been inspected and approved by the BWL.
 - 6. Customer has transferred ownership of Customer Water Services or On-Site Water Mains to the BWL.
- B. Inquiries regarding the Water Customer Choice Program should be directed to the BWL's Customer Projects Department.

9.2 CONTRACTOR QUALIFICATION AND APPROVAL

- A. Contractors desiring to become qualified and approved to install On-Site Water Mains and Customer Water Services should contact the Purchasing and Warehousing Department at 517-702-6198.
- B. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit will be assessed in accordance with Rule 15.

9.3 RESIDENTIAL SERVICES

- A. Customers installing residential water services will be required to pay an inspection fee in accordance with Rule 15 for each inspection.

9.4 INSPECTION FEE AND NON-REFUNDABLE CONTRIBUTIONS FOR ON-SITE WATER MAINS AND LARGE SERVICES

- A. An inspection fee and non-refundable contribution is required for any Customer desiring to install On-Site Water Mains or commercial Customer Water Services. The amount of such inspection fee and non-refundable contribution will be in accordance with Rule 15.
- B. Upon project completion, the inspection fee will be adjusted to reflect the actual BWL cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is less than \$100 dollars of the estimated cost.

9.5 PERMITS

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

RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. Rule 10 sets forth the conditions under which the BWL will extend its Water Distribution System.

10.2 OWNERSHIP

- A. The BWL will provide, own, maintain, and specify all its distribution Facilities including location, except as otherwise expressly provided by agreement between the BWL and the governmental entity or Rule 9, Water Customer Choice Program. No ownership rights to BWL Facilities will pass to any owner, developer, or Customer by reason of any contribution required by this rule.

10.3 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, at its discretion, determine whether any Water Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Water Distribution System extensions are generally available throughout the BWL water service territory. Water Distribution System extensions may also be available outside the BWL water service territory to serve individual Customers. Water Distribution System extensions outside the BWL water service territory will be installed at the BWL's discretion and only with the approval of the local governmental entity.

10.4 CONTRIBUTION IN AID OF CONSTRUCTION FOR SYSTEM EXTENSIONS

- A. The owner, developer, governmental entity, or Customer will be required to make a contribution in aid of construction to the BWL prior to construction, to cover the cost of the Water Distribution System extension, except as provided otherwise by agreement between the BWL and the governmental entity or in Rule 9, Water Customer Choice Program.
- B. The contribution in aid of construction to the BWL for Water Distribution System extensions will, at the BWL's option, be one of the following:
 - 1. At cost
 - a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.
 - b. Reconciliation (refund or invoice) between the contribution and actual cost will be made upon project conclusion.
 - 2. Not-to-exceed
 - a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.
 - b. The Customer's contribution will not exceed the BWL's estimated cost to construct the Water Distribution System extension.
 - c. If the actual cost to construct the Water Distribution System extension is less than the contribution, the BWL will refund the difference upon project conclusion.

3. Firm Price – The Customer will make a one-time payment based on the BWL’s estimated cost to construct the Water Distribution System extension. No reconciliation or refund will be made upon project conclusion.

10.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Water Customer Choice Program.
- B. Water Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL’s discretion, they may be installed in dedicated recordable easements on private property provided at no cost to the BWL.
- C. Water Distribution System extensions will traverse the total frontage of all property served and all streets within a new subdivision. The BWL, in its sole discretion, may exempt side-lot streets where a Water Main is not required either to provide service or to provide proper system flow and pressure.
- D. Service Stubs will be installed in conjunction with the Water Distribution System extension except in certain cases as determined by the BWL.
- E. The Customer must provide the BWL plans for BWL review and approval.
- F. Installation of a Water Distribution System extension will be initiated provided:
 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Water Distribution System extension.
 2. The owner, developer, governmental entity, or Customer has paid the cost of the Water Distribution System extension and any required system reinforcement, in a manner as determined by the BWL, or has fulfilled the commitments as otherwise provided by agreement between the BWL and the governmental entity.
 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- G. Construction during the winter season will only occur at the BWL’s discretion.

10.6 ADEQUATE PRESSURE AND FLOW CAPACITY

- A. The BWL will not make Water Distribution System extensions unless adequate pressure and flow capacity is available at the location of the Water Distribution System extensions as determined by the BWL. Variances from the BWL’s flow and pressure capacity requirements may be granted in writing by the BWL and where applicable, the governing Fire Marshal.
- B. When Water Distribution System reinforcement is required to provide adequate pressure and flow capacity at the location of the Water Distribution System extension, the Customer, governmental entity or other benefiting parties will bear the cost of such Water Distribution System reinforcement.

10.7 PERMITS

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

10.8 STAKING REQUIREMENTS

- A. The Customer must provide all staking as required by the BWL for installation of the Water Distribution System extension.
- B. Inquiries regarding staking requirements should be directed to the BWL's Customer Projects Department.

10.9 FIRE HYDRANTS

- A. Water Distribution System extensions must include fire hydrant coverage as determined by the BWL or governmental entity.
- B. Fire Hydrants designated as Private Fire Hydrants will be billed according to the applicable Rate and are the responsibility of the property owner.

10.10 OVERSIZING OF DISTRIBUTION SYSTEM EXTENSION

- A. To meet the needs of existing and future Customers within the governmental areas, the BWL may choose to size and install a larger than needed Water Main for the Water Distribution System extension. In such cases, the cost of oversizing will be borne by the benefiting governmental entity or as provided for in the agreements between the BWL and the governmental entity.
- B. Where the BWL has determined that oversizing of a Water Main is needed for its own purposes, the BWL will be responsible for the cost of such oversizing.

10.11 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Water 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.
- B. When a Customer has obtained an approved Lansing Brownfield Plan and entered into a Brownfield Reimbursement Agreement with the Lansing Brownfield Redevelopment Authority (LBRA), the BWL, subject to agreement with the LBRA, the Customer may seek reimbursement for its water system connection fee (Rule 15) directly from the LBRA. In the event the BWL is not reimbursed for its water system connection fee from the LBRA, the Customer will be required to pay the remaining amount due.

10.12 EASEMENTS

- A. Prior to the installation of any Water 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 removal, restoration, replacement, construction, and relocation of the water 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 water distribution system 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 extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, 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.

10.13 TREE REMOVAL PERMITS

- A. Prior to the installation of any Water Distribution System extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its water distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, 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.

10.14 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.

10.15 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 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.

10.16 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.

10.17 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will utilize best efforts to construct the Water 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 WATER FACILITY RELOCATIONS AND REMOVALS

- A. At the request of a Customer or developer, as required due to a conflict, or to meet BWL Water Construction Standards, the BWL will relocate or remove its water 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 water reliability or quality.
 - 4. All governmental approvals, permits, and easements are obtained.
- B. Prior to any relocation or removal of water 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 Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the water Facilities removed.
- C. After completion of the Water Distribution System extension, if Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Water Mains or related Facilities to the correct location or proper elevation.

RULE 11. SERVICES

11.1 GENERAL

- A. The Customer Water Service must be furnished, installed, owned and maintained by the BWL except as otherwise provided in Rule 9, Water Customer Choice Program. In the course of maintaining or repairing a Customer Water Service where the Customer water service passes under an area not readily accessible, the BWL will bear no responsibility for damage incurred or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent or their tenant.
- B. The Service Location must be specified by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements and applicable local codes.
- C. Should it become necessary for any cause 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.
- D. Should it become necessary for the BWL to reinforce or upgrade the Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 10.4.

11.2 APPLICATION FOR SERVICES

- A. For Existing Services:
 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 1. Requests regarding new services should be submitted to the BWL Utility Services Section by e-mailing utilityservices@lwl.com, or by calling (517) 702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912. Customers in the townships of Bath, Delhi, or Watertown, and those in the City of DeWitt must apply at their respective township offices.
- C. 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)

D. 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

11.3 TEMPORARY WATER SERVICE

- A. Temporary water service is available to contractors, non-profits or otherwise, and for governmental special use; for construction activities, sewer flushing, festivals, and bulk tanker fill, etc. A bulk water permit is required for temporary water service and applicants will be charged in accordance with Rule 15.

11.4 DOMESTIC WATER SERVICE

A. General

1. It is the Customer's responsibility to determine the correct pipe size for the Customer Water Service prior to making application.
2. Plans must be submitted to the BWL's Customer Projects Department for services two inches (2") and larger or unusual connections.
3. Customer Water Services will be installed from the Water Main to the Customer's building or metering manhole or pit in the most direct manner. Water service is not available where the BWL must bring the Customer Water Service across another parcel or lot without an easement in order to provide service.
4. Facilities that cannot provide a common meter room but require separate meters for each dwelling unit (Rule 5.4) will require a separate service for each meter, including main to curb box.
5. It is the intent of the BWL that all underground water pipes to the meter or meter manhole or pit be installed and maintained by the BWL. However, where unusual or special circumstances exist or as allowed by Rule 9, Water Customer Choice Program, the Customer may request approval to install underground water pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
6. No person other than an authorized employee or agent of the BWL may open or close the outside valve (curb stop) on the Customer Water Service. No person except an authorized BWL employee, agent of the BWL or as allowed by Rule 9, Water Customer Choice Program, may tap, revamp or connect to a Water Main or any of the pipes comprising the Customer Water Service.
7. If the outside valve (curb stop) has been closed by the BWL and is subsequently opened by an unauthorized Person, the BWL will close the outside valve and fill the curb box with soil to prevent the operation of the

outside valve. To restore service the Customer will be required to pay the curb box fill fee and tampering fee in accordance with Rule 15.

B. Customer Connections to BWL Facilities

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

C. Charges

1. For standard installations, the Customer must pay a water service charge for the cost of the Customer Water Service installation prior to construction, in accordance with Rule 15 in a manner as determined by the BWL.
2. Where a water service connection is made from a Water Main subject to a front footage recovery charge, such charge will be in accordance with Rule 15.
3. All new Customer Water Service connections made to Water Mains will be subject to a water system connection fee in accordance with Rule 15 and any applicable charges contained in agreements between the BWL and the governmental entity. The water system connection fee for existing active services that are being upgraded and replaced with a larger service will receive an offset in the amount of the water system connection fee for the replaced service.
4. 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 the additional cost resulting from the deviation.
5. When it is necessary for the installation of a Customer Water Service to be scheduled during the "Winter Construction Period" as defined in Rule 15, the Customer may be required to pay a winter construction charge in accordance with Rule 15.
6. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting Customer Water services or cause damage as a result of acts or failure to act by the Customer, their agent, or their tenant.

11.5 FIRE SERVICE

A. General

1. The BWL will provide water service for the sole purpose of direct fire protection. This service may include, but is not limited to, the following:

- a. Public Fire Hydrants
 - b. Private Fire Hydrants
 - c. Connection to fire sprinkler systems
2. The BWL owns and maintains all hydrants and all Fire Services up to the point of entry to the Customer's building, except where Customer-Owned Hydrants or Fire Services are connected after the BWL's metering point.
 3. An approved backflow prevention device must be installed on the Fire Service and detector check by-pass line. The backflow devices must be installed, owned, tested and maintained by the Customer. Test results must be sent to the BWL's Customer Projects Department.
 4. A detector check by-pass meter will be installed, owned and maintained by the BWL to indicate water use through the Fire Service, except when the BWL has determined the installation of a detector check by-pass meter is not warranted or is impractical. Water used for firefighting is paid through the monthly Fire Service charge and is not metered. The Customer must contact the BWL's Customer Projects Department for fire system testing. In addition to the monthly Fire Service charge, the Customer will be billed for excessive use of water for fire system testing and any water used from the Fire Service for non-fire-fighting purposes.
 5. The BWL reserves the right to inspect Fire Service installations.
 6. Fire Services are also subject to Rule 11.4.A.
- B. Charges
1. The BWL will assess a fire hydrant charge in accordance with Rule 15 prior to the installation of any individual fire hydrant.
 2. The Customer must pay the fire service installation cost prior to construction.
 3. The Customer is responsible for additional repair costs due to encumbered Fire Services, or damage as a result of acts or failure to act by the Customer, owner, or tenants.

11.6 LAWN SPRINKLER (IRRIGATION) SERVICE

- A. Where a Customer requests that a separate meter be installed in parallel to an existing meter or that a separate meter be installed in conjunction with a new service installation for water use that does not enter the wastewater system and is permitted by the local governmental entity, the Customer must pay the amount specified in accordance with Rule 15 prior to installation.
- B. Such separate meter will be furnished and installed by the BWL at an acceptable location. In no case, will this meter be larger than the service line size.
- C. The Customer must install a valve at the outlet of the Meter Set.
- D. An approved backflow prevention device must be installed on all lawn sprinkler or irrigation services. The backflow devices must be installed, owned, tested, and maintained by the Customer.

11.7 WATER FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its water Facilities in accordance with Rule 10.18.

RULE 12. BOOSTER PUMPS

12.1 BOOSTER PUMPS

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

RULE 13. WATER STORAGE FACILITIES

13.1 WATER STORAGE FACILITIES

- A. Where the Customer desires to maintain a stored water facility of any type (elevated storage tank, ground storage tank, etc.) that is directly connected to the BWL's Water Distribution System, the storage vessel must be approved by the BWL and any other agency or regulatory body with jurisdiction over the facility. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
- B. The Customer must use a metered Customer Water Service for water used to fill, flush and overflow such storage tanks, including those tanks used for fire protection purposes.
- C. The stored water facility must include provision for protection against backflow into the potable water system as outlined in Rule 14.

RULE 14. CROSS-CONNECTION

14.1 GENERAL

- A. As a public water supply, the BWL complies with the Michigan Safe Drinking Water Act, 1976 PA 399, including its Cross-Connection Rules Mich. Admin. Code, R 325.11401-11407.
- B. A Customer must not create or allow any actual or potential physical connection between a potable water line and a non-potable fluid, such that it is possible for the non-potable fluid to enter the potable water system.
- C. Potable water is provided to the Customer subject to the BWL's Cross Connection Control Program which is available by contacting the BWL Water Distribution Department at (517) 702-6490.

14.2 INSTALLATION OF BACKFLOW PREVENTION DEVICES

- A. The Customer will be required to install a backflow prevention device on a Customer Water Service to assure containment when the BWL determines that an unprotected Cross-Connection exists.
- B. The backflow prevention device must be purchased, installed, tested and maintained by the Customer. The Customer must obtain the BWL's approval of the type and manufacturer of the device. The Customer must install the device at the termination of the Customer Water Service at the outlet side of the secondary valve and must be installed in accordance with good design practice. Unprotected bypasses are not permitted.
- C. If in the opinion of the BWL, the building use represents an extreme hazard; or that multiple hazards exist within the building; or Customer Piping (internal or external) is too complex to provide for reasonable inspection; or there exist a high potential for future cross connections, a backflow prevention device may be required at the Service Location in addition to internal protection.

14.3 INSPECTION AND MAINTENANCE OF BACKFLOW PREVENTION DEVICES

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

14.4 COMPLIANCE

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

14.5 SEVERE HAZARD LOCATIONS

- A. Customer Water Services serving the following Facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses including but not limited to:
 - 1. Hospitals, clinics, sanitariums and biological research centers

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

14.6 SECONDARY SUPPLIES

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

RULE 15. SCHEDULE OF FEES & CHARGES

RULES and REGULATIONS
for
STEAM SERVICE



Board Approval: 05/25/2021
Effective: 07/01/2021



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RULE 1. DEFINITIONS

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.

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.

CUSTOMER - A purchaser of steam 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; and Customer's consumption data.

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

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

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

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

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

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

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

PREMISES - A building and its grounds.

RATE - The unit prices as established by the 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 steam 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 <https://www.lbw.com/customers/services/steam>.

SERVICE LOCATION - The point at which the BWL has agreed to deliver steam service to Customer Piping, usually the location of the service valve.

SERVICE VALVE - The valve installed by the BWL at the Service Location in the building.

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

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



RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for steam service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbwl.com/customers/services/steam> 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, or 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 steam service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Steam service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. The Customer should contact the BWL's Customer Projects Department to determine the characteristics of the steam service available at the Premises. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive steam 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 steam 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 12 to cover the costs of restoring steam 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 12 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 steam 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 steam distribution system 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, or steam services ("Utility Services"). Examples include:



General Provisions Electric Rule and Regulation 2

1. Contact information that allows the BWL to communicate with Customers, including name, address, telephone number, and email address.
2. Account information including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes saturated steam for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain steam temperature and pressure within reasonable limits.
- B. The BWL is not liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond the BWL's control. Such causes or conditions specifically include, but are not limited to, acts or the 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 performed 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 steam service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers or the reliability of the Steam Distribution System. The BWL is not liable for any such interruption, curtailment, or suspension of steam service.

3.2 AVAILABILITY OF SERVICE

- A. Saturated steam service is available twelve (12) months a year to Customers in the City of Lansing except where the BWL has determined it to be impractical to serve.
- B. Low pressure steam service at pressures less than 15 pounds per square inch-gauge (psig) is available where distribution mains are installed in a large portion of the downtown area. The pressure varies according to location, load conditions and ambient temperature, but generally is between 5 and 12 psig at building Service Valves.
- C. Medium pressure steam service at pressures exceeding 15 psig is available in some portions of the service area. The pressure usually is 75 psig at building Service Valves but may vary from 25 psig to 125 psig according to location and load conditions.
- D. High pressure steam service at pressures up to 275psig is available in some portions of the service area.
- E. Steam service is not considered available when the Customer Steam Service must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service.
- F. When there is more than one Steam Main capable of providing service, the BWL will determine which Steam Main will be used and the location of the Customer Steam Service connection.

3.3 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 steam service construction.



**Characteristics of Service
Steam Rule and Regulation 3**

- 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 12.
- 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.

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3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct steam distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Saturated steam 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 steam is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL.
- C. No Person other than an authorized employee of the BWL may open or close the outside valve on the Customer Steam Service. No person except an authorized BWL employee may tap, modify or connect to a Steam Main or the Customer Steam Service.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around steam Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 service installations, Customer Piping, and determine the connected steam Demand.
- C. If the meters, metering equipment, or other BWL property are damaged or destroyed through the acts or failure to act by the Customer or someone other than the BWL, the cost of 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 in accordance with Rule 12.
- 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 12.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.



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

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose piping 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 Piping or equipment and is not be held liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Steam Distribution System.
- D. Alterations to the Customer Steam Service or associated equipment require the approval of the BWL.

4.4 STEAM QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer, or other disturbances to the Steam Distribution 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 under Rule 12 as well as any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Steam Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses steam without making proper application for steam service is responsible for all charges for steam 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 steam was used.
- B. The BWL may disconnect service without notice if a Person or Customer uses steam without proper application for service or without a BWL-approved steam service connection. In the case of such discontinuance of service, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the tampering fee and reconnection fee as stated in Rule 12, and has made appropriate restitution for stolen service and damaged equipment.
- C. The BWL may also disconnect service without notice if it determines the meter or piping 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 restoration is or becomes a Customer, has paid the tampering fee and reconnection fee in accordance with Rule 12, made appropriate restitution for stolen



service and damaged equipment, and made arrangements for metering and piping changes as required by the BWL.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of steam service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all steam service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 12 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 steam 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 for 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 SIZING, INSTALLATION, AND OWNERSHIP

- A. It is understood that the Meter Setting is to consist of either of the following:
 - 1. Condensate Collection Type Meter Settings must consist of a gate valve, strainer, union, master trap and condensate meter. The meter set will be installed at the termination of the building's condensate piping system. The Customer must furnish the gate valve, strainer, union and master trap. The BWL will furnish the condensate meter for installation by the Customer, subject to applicable fees.
 - 2. Steam Flow Meter Settings must consist of an arrangement of pipes, valves, traps, flow straighteners, a steam flow meter, and may also include other equipment required to support and provide acceptable steam flow characteristics through a flow type meter, in accordance with the meter manufacturer recommendations and the BWL'S specifications and standards. The meter setting must be installed at the location where the steam service enters the building. The Customer must furnish all pipes, valves, flow straighteners and all other required equipment. The BWL will furnish the steam flow meter and trap for the flow meter setting for installation by the Customer, subject to applicable fees.
- B. It is the responsibility of the Customer to obtain all required materials for the Meter Setting (except for the meter and all communication and control wiring for the metering and monitoring equipment which will be furnished and installed by the BWL), and perform the installation of the Meter Setting in accordance with all applicable BWL standards and specifications.
- C. The Customer is responsible for ensuring that the piping outlet of the condensate meter discharges to atmospheric pressure. The Customer is responsible for the repair of damages to BWL metering caused by any back-pressure on the meter.
- D. The BWL will inspect the Meter Setting prior to being placed in service. The Customer is responsible for correcting any deficiencies discovered during inspection, or which may become apparent after the Meter Setting is placed in service.
- E. Upon installation of the Meter Setting by the Customer and approval by the BWL, the BWL will own and maintain all components of the Meter Setting including valves, strainers, straighteners, traps, unions, and meters. The BWL will also own and maintain any connective wiring, including fiber optic cable, or other communication means used to obtain meter reads, alerts, and meter status information from the meter.
- F. The BWL will not own and maintain any piping after the Meter Setting to a drain, or the drain for the condensate. Condensate disposal is the responsibility of the Customer. The BWL will not own or maintain any conduit, cableways, or route used from the connective wiring for the Meter Setting.
- G. The BWL may furnish more than one meter for installation by the Customer depending upon the total capacity needed, the system arrangement, or the number of Customers in the building.



- H. The sizing of metering equipment will be determined by the BWL. It is the responsibility of the Customer to provide an estimate of Demand in LBS/HR for the maximum and minimum anticipated flows during summer and winter heating seasons. The estimate must include all proposed steam processes and their respective Demands, including, but not limited to, space heating, humidification, hot water heating and cooking.
- I. The BWL reserves the right to re-size any Meter Setting if the installed meter size or type is inappropriate for the actual Demand. The cost of re-sizing the meter is the responsibility of the Customer.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL equipment requirements and its installation should be directed to the BWL Customer Projects Department.
- B. The Customer must locate the meter setting inside the building being served in a well-ventilated, well lit, heated area with ample space for meter reading and maintenance.
- C. The Customer must not place the metering equipment in a pit below floor level, a restroom or on a platform higher than thirty (30) inches above the floor unless BWL- approved steps and platform are installed.
- D. Mounting devices to support the Meter Setting, including, but not limited to, conduits for connective and communications wiring, stands, and brackets will be the responsibility of the Customer to install and maintain. Support must be substantial, level, concrete or metal, with enough space for the outlet piping and at least two (2) feet of unobstructed clearance directly above the meter. All Meter Settings must be located at an elevation easily accessible for reading and maintenance by personnel standing at floor grade. Wood supports are not acceptable for new meter installations or meter upgrades.

5.4 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 12.
- 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.

5.5 DAMAGED METERING EQUIPMENT

- A. The Customer will be liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. 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.



Metering Steam Rule and Regulation 5

- B. When a Customer requests service in a location where the BWL has an existing service connection, and the meter or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 12.
- C. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, including, but not limited to, stolen copper and stolen meters, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.



RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Steam Rates are based on the BWL providing only one Customer Steam Service to a building or structure. 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.

6.2 RESALE OF STEAM

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase steam 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 steam 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 steam 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 steam 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 3 years. The accuracy of such meters must be maintained within 2%. 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, sales tax, other taxes where applicable, the amount due for other authorized charges, and the 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 a steam system adequate to meet the needs of the occupant such as, pressure, 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, and if 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 steam 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.

6.4 BILLING

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

6.5 MINIMUM CHARGES

- A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. Where the Customer requests that a service be disconnected, 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 Steam Distribution System.

6.6 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:



**Application of Rates
Steam Rule and Regulation 6**

1. The property owner or landlord agrees in writing to assume responsibility for steam service during the interim between tenants.
2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.



RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 12.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s), before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 12 for returned checks or electronic payments.

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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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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- 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- E. Deposits may be waived for new commercial and industrial Customers in the following situations:
1. The Customer has previously established an acceptable payment history with the BWL on a similar account.
 2. The Customer's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will ~~credit the~~ account security deposit to ~~a Customer's account after the Customer has had~~ service for 12 ~~consecutive~~ months and ~~has~~ an acceptable payment history. ~~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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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.



Disputes and Hearing Procedure Steam Rule and Regulation 8

- 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. DISTRIBUTION SYSTEM EXTENSIONS

9.1 GENERAL

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

9.2 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. Rule 9 sets forth the conditions under which the BWL will extend its Steam Distribution System.

9.3 OWNERSHIP

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

9.4 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, in its discretion, determine whether any Steam Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Steam Distribution System extensions are generally available throughout the steam service territory if the requested service will not disturb or impair service to other users and is within or contiguous to areas presently served.

9.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Steam Distribution System extensions will be installed by the BWL or its agent.
- B. Steam Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL's discretion, they may be installed in dedicated recordable easements on private property at no cost to the BWL.
- C. The Customer must provide the BWL plans for BWL review and approval.
- D. Installation of a Steam Distribution System extension will be initiated provided:
 - 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Steam Distribution System extension.
 - 2. The owner, developer, governmental entity, or Customer has paid any deposits as required by Rule 7.4 and Rule 10 for the Steam Distribution System extension and any required system reinforcement.
 - 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed,



streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground is in workable condition.

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

9.6 DEPOSIT

- A. The Customer may be required to pay all or a portion of the cost of an extension to the Steam Distribution System, installation of Customer Steam Service, or Meter Settings, based on the BWL's evaluation of the recovery of capital cost along with other business-related considerations.
- B. The Customer may be required to make a deposit based on the following:
 1. For a Customer to be served within one year, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of the distribution extension and service that exceeds one (1) times the estimated new Annual Revenue to be received from the Customer. Any nonrefundable contribution in aid of construction made will be credited against the cost of such extension for purposes of this calculation.
 2. For serving steam loads of questionable stability or development a deposit, if required, will be based on an evaluation of the BWL's recovery of capital cost along with other business-related considerations.
 3. Prior to the installation of an extension to the Steam Distribution System, the owner, developer or Customer who are to make any contribution required under this rule will be required to enter into a written agreement. The agreement will generally describe the proposed distribution system and set forth the respective obligations of the parties. Such agreements will be subject in all respects to the provisions of Rule 9 and 10. Each proposed 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.

9.7 REFUNDS OF DEPOSIT

- A. Distribution Line extension deposits made with the BWL are subject to refund without interest during the first five (5) twelve (12) month periods from the date of the written agreement for a distribution system extension as required by these Rules and Regulations, Rule 9 and 10. Refunds will only be made to 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 line extension is completed, after which the BWL will have no further obligation to refund any remaining portion of the line extension deposit.
 1. The BWL will refund to the party making the deposit:
 - a. An amount equal to one (1) times the first year estimated Annual Revenue less the construction cost of the extension for the Steam Distribution System for each additional new commercial or industrial permanent Customer directly connected to the extension.
 - b. Directly connected Customers are those that do not require the construction of more than 300 feet of Steam Main. Refunds will not be made until the original Customer or its equivalent is permanently connected to the extension.



9.10 ADEQUATE TEMPERATURE, PRESSURE, AND FLOW CAPACITY

- A. The BWL will not make Steam Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Steam Distribution System extensions as determined by the BWL.
- B. When Steam Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Steam Distribution System extension, the Customer will bear the cost of such Steam Distribution System reinforcement in accordance with Rule 10.

9.11 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Steam 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.

9.12 EASEMENTS

- A. Prior to the installation of any steam 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 removal, restoration, replacement, construction, and relocation of the steam 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 steam distribution system 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 steam distribution system extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, the BWL may require the owner, developer or Customer to pay the expense of 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.

9.13 TREE REMOVAL PERMITS

- A. Prior to the installation of any steam distribution system extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its steam distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such BWL steam distribution system extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, the BWL may require the owner, developer or Customer to pay the expense of 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.

9.14 NON-STANDARD EQUIPMENT

- A. When the Customer requests that 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.



Distribution System Extensions Steam Rule and Regulation 9

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.

9.15 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.

9.16 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 located.

9.17 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

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

9.18 STEAM 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 steam 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 steam reliability or quality.
 - 4. All governmental approvals, permits and easements are obtained.
- B. Prior to any relocation or removal of steam 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 landscaping, etc., and any right-of-way costs as per this Rule 9, plus the cost of any necessary modifications to the BWL's Steam Distribution System caused by the relocation or removal, less the salvage value of any portion of the steam Facilities removed.
- C. After completion of the Steam Distribution System extension, if Steam Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Steam Mains or related Facilities to the correct location or proper elevation.



RULE 10. SERVICES

10.1 GENERAL

- A. The Customer Steam Service must be furnished, installed, owned and maintained by the BWL. In the course of maintaining or repairing a Customer Steam Service where the Customer steam service passes under any area not readily accessible, the BWL will bear no responsibility for damage incurred, or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of the acts or failure to act by the Customer, their agent or their tenant.
- 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 and applicable local codes.
- C. 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.
- D. Should it become necessary for the BWL to reinforce or upgrade the Steam Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 9.

10.2 APPLICATION FOR SERVICE

- A. For Existing Services:
 - 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 - 1. Requests regarding new services 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.
- C. 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)
- D. 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

10.3 STEAM SERVICE

A. General

- 1. All Steam sold to Customers will be measured by commercially acceptable measuring devices owned and maintained by the BWL except where it is impractical to meter, such as for temporary or special installation, in which cases the consumption may be calculated.
- 2. A plot plan showing the proposed building size, location of service entrance and steam equipment to be supplied must be submitted to the BWL's Customer Projects Department for all service requests.
- 3. Customer Steam Services will be installed from the Steam Main to the Customer's building in the most direct manner. The pipe comprising the connection may only cross the legally described property upon which the building to be serviced is located.
- 4. It is the intent of the BWL that all underground steam pipes be installed and maintained by the BWL. However, where unusual or special circumstances exist, the Customer may request approval to install underground steam pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
- 5. No person other than an authorized employee of the BWL may open or close the outside valve on the Customer Steam Service. No person except an authorized BWL employee shall tap, modify or connect to a Steam Main or any of the pipes comprising the Customer Steam Service.

B. Customer Connections to BWL Facilities

- 1. It is the Customer's responsibility to connect Customer Piping to the Service Location. All work must be in full compliance with all BWL standards and applicable codes.
- 2. The Customer must install a Service Valve to control the entire steam supply to the building. This valve must be installed within one foot of the Service Location and must have ready access.
- 3. The Customer must not connect to the Customer Steam Service except at the Service Location.

C. Customer Steam Piping

- 1. If a condensate collection type Meter Setting is specified, the Customer must provide a Customer steam piping system in accordance with the following rules:

- a. The Customer must provide at least one automatic float type air vent for all systems except vacuum systems. The best location often is in the condensate main.
- b. No Customer Piping may depend upon the master trap for steam trapping or as a vent for air removal, except a single zone, one pipe, direct steam system.
- c. Customer Piping served with medium or high pressure steam must be equipped with both a pressure regulator that includes a three-valve by-pass and a pressure relief valve. The relief valve must have a capacity rating equal to the rating of the regulator, it must be ASME approved, and must discharge to the outside of the building or to a space in the building where little or no damage will occur if the valve operates. The proper relief setting depends upon the characteristics of the system.
- d. The Customer must make sufficient provisions for the support, grade expansion, and contraction of pipe near the service connections.
- e. The total length of Customer's service riser or header piping must be kept to a minimum, but in no case shall the length exceed twenty (20) feet from the BWL's Service Valve. A gooseneck is required from the top of all service risers unless the grade of the service from the top of the riser to the first branch connection exceeds one diameter of the pipe.
- f. All service risers and header piping graded to the street main must be insulated with standard pipe insulation at least one inch (1") thick.
- g. When more than one Customer is supplied from a single service, each Customer's branch connection must have a valve for controlling each branch. Each Customer will be supplied and metered independently, and access must be provided to each individual Service Valve. The risers or branch connections to the individual Customer's valve must be as short as practicable. When the length of the common header pipe exceeds twenty (20) feet the condensate must be piped to a master trap and meter and the steam consumption assigned to the building owner or an occupant.
- h. Systems having an automatically operated valve which regulates the steam supply for more than one-third of the total installed capacity of space heating, space cooling, or domestic water heating must be equipped with an adequately sized three-valve by-pass around the automatic valve; unless the valve has a dependable, rapid, manual opening feature. The steam trap which serves the equipment must also be equipped with a three-valve by-pass.
- i. All by-pass valves will be sealed in the closed position and must not be operated except in emergencies. The BWL's Customer Projects Department must be notified any time a sealed by-pass valve is opened.

D. Installation and Maintenance of Steam Service

1. Installation of a steam service will not begin until:
 - a. The Customer has submitted and the BWL has approved a final site plan.
 - b. The Customer has entered into a written agreement with the BWL for the construction of the steam service.
 - c. The Customer has paid any deposits as required by Rule 7.4 and Rule 9 for the steam service.



- d. The Customer must have monuments or markers in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
2. Construction during the winter season will only occur at the BWL's discretion.
3. 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 necessary to deviate from the BWL's approved construction standards or established distribution system design, the BWL may require the Customer to pay the resulting additional cost.
4. The Customer will be responsible for additional repair costs due resulting from those practical difficulties impacting Customer Steam Services or for damage as a result of the acts or failure to act by the Customer, owner, or tenants.

10.4 STEAM FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its steam Facilities in accordance with Rule 9.18.



RULE 11. CONDENSATE AND MASTER TRAP

11.1 GENERAL

- A. If a condensate collection type Meter Setting is specified, the Customer must provide a condensate piping system in accordance with the following rules.
- B. Systems may not be designed for more than one master trap and meter combination in different parts of a building unless written approval has been obtained from the BWL.
- C. Condensate disposal will be the responsibility of the Customer once it passes through the BWL's meter.
- D. All piping must be supported so that none of its weight depends on the meter or master trap, except when the pipe length between the two is three (3) feet or less.

11.2 CONDENSATE

- A. The Customer must provide a condensate piping system in accordance with the following:
 - 1. Pipes carrying condensate from the entire system supplied by each Customer's Service Valve shall be connected to either a single pipe ahead of the master trap assembly or the pump receiving tank.
 - 2. The Customer must provide a readily accessible screwed cap or plug and a valve slightly above and at each end of every concealed portion of piping or wherever leakage or the effects of leakage will not be obvious. Copper or other non-ferrous pipe, without joints if practicable, should be used for such piping.
 - 3. When sections of the condensate piping depend on a water column to move the condensate, air loops or automatic vents ahead of the flooded portion must be provided.
 - 4. Unrestricted gravity flow, without pockets or lifts, should be provided wherever practicable. Unavoidable flooded portions, such as loops around doorways, are to be copper or other non-ferrous pipe. Where lifts are unavoidable, the maximum amount of lift to the master trap will be determined by the characteristics of the system and must be approved by the BWL before installation.
 - 5. The Customer must provide sufficient drainage capacity at the meter outlet to allow for gravity discharge at the maximum rate of condensate flow. Condensate discharge shall be to atmospheric pressure, in accordance with Rule 5.
 - 6. The Customer may utilize the condensate for other means after it has been discharged from the BWL's meter, provided that Customer meets all metering and condensate discharge requirements specified herein. The Customer bears all responsibility for equipment and condensate located downstream of BWL's meter discharge.

11.3 MASTER TRAP

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



**Condensate and Master Trap
Steam Rule and Regulation 11**

- B. Capacity of the master trap, or traps, as rated by the Manufacturer must be at least equal to the maximum condensate rate of the system at the maximum condensate (water column) pressure available, without flooding equipment, provided maximum pressure is not more than 48 inches.

11.4 CONDENSATE (SURGE) TANKS

- A. The Customer must provide a condensate (surge) tank instead of a master trap for systems which are equipped with a condensate pump or a vacuum pump. The volume of the tank must be at least equal to the quantity of condensate discharged by the pump during two operations of the float-operated switch. The Customer must also:
 - 1. Install a valve in the single gravity discharge pipe from the bottom of the tank to the meter if the bottom of the tank is more than 12 inches above the meter inlet.
 - 2. Provide a short, open vent pipe at the top of the tank, independent of the condensate inlet pipe. If the pump is a vacuum type, connect both the condensate and air discharge pipes to the top of the tank, independently.
 - 3. Provide an emergency by-pass to a floor drain around the pump receiver.

11.5 BY-PASS VALVE

- A. The Customer must comply with BWL standards and install a 3-valve by-pass around the master trap for any system having a maximum load in excess of 2200 pounds per hour.



RULE 12. SCHEDULE OF FEES & CHARGES

RULES and REGULATIONS for STEAM SERVICE



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RULE 1. DEFINITIONS

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.

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.

CUSTOMER - A purchaser of steam 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; and Customer’s consumption data.

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

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

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

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

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

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

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

PREMISES - A building and its grounds.

RATE - The unit prices as established by the 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 steam 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 <https://www.lbwl.com/customers/services/steam>.

SERVICE LOCATION - The point at which the BWL has agreed to deliver steam service to Customer Piping, usually the location of the service valve.

SERVICE VALVE - The valve installed by the BWL at the Service Location in the building.

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

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

RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for steam service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbw.com/customers/services/steam> or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing utilityservices@lbw.com, or 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 steam service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Steam service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. The Customer should contact the BWL's Customer Projects Department to determine the characteristics of the steam service available at the Premises. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive steam 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 steam 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 12 to cover the costs of restoring steam 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 12 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 steam 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 steam distribution system 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, 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 including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes saturated steam for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain steam temperature and pressure within reasonable limits.
- B. The BWL is not liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond the BWL's control. Such causes or conditions specifically include, but are not limited to, acts or the 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 performed 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 steam service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers or the reliability of the Steam Distribution System. The BWL is not liable for any such interruption, curtailment, or suspension of steam service.

3.2 AVAILABILITY OF SERVICE

- A. Saturated steam service is available twelve (12) months a year to Customers in the City of Lansing except where the BWL has determined it to be impractical to serve.
- B. Low pressure steam service at pressures less than 15 pounds per square inch-gauge (psig) is available where distribution mains are installed in a large portion of the downtown area. The pressure varies according to location, load conditions and ambient temperature, but generally is between 5 and 12 psig at building Service Valves.
- C. Medium pressure steam service at pressures exceeding 15 psig is available in some portions of the service area. The pressure usually is 75 psig at building Service Valves but may vary from 25 psig to 125 psig according to location and load conditions.
- D. High pressure steam service at pressures up to 275psig is available in some portions of the service area.
- E. Steam service is not considered available when the Customer Steam Service must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service.
- F. When there is more than one Steam Main capable of providing service, the BWL will determine which Steam Main will be used and the location of the Customer Steam Service connection.

3.3 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 steam 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 12.
- 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.

3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct steam distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Saturated steam 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 steam is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL.
- C. No Person other than an authorized employee of the BWL may open or close the outside valve on the Customer Steam Service. No person except an authorized BWL employee may tap, modify or connect to a Steam Main or the Customer Steam Service.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around steam Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 service installations, Customer Piping, and determine the connected steam Demand.
- C. If the meters, metering equipment, or other BWL property are damaged or destroyed through the acts or failure to act by the Customer or someone other than the BWL, the cost of 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 in accordance with Rule 12.
- 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 12.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.

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

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose piping 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 Piping or equipment and is not be held liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Steam Distribution System.
- D. Alterations to the Customer Steam Service or associated equipment require the approval of the BWL.

4.4 STEAM QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer, or other disturbances to the Steam Distribution 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 under Rule 12 as well as any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Steam Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses steam without making proper application for steam service is responsible for all charges for steam 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 steam was used.
- B. The BWL may disconnect service without notice if a Person or Customer uses steam without proper application for service or without a BWL-approved steam service connection. In the case of such discontinuance of service, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the tampering fee and reconnection fee as stated in Rule 12, and has made appropriate restitution for stolen service and damaged equipment.
- C. The BWL may also disconnect service without notice if it determines the meter or piping 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 restoration is or becomes a Customer, has paid the tampering fee and reconnection fee in accordance with Rule 12, made appropriate restitution for stolen

service and damaged equipment, and made arrangements for metering and piping changes as required by the BWL.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of steam service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all steam service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 12 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 steam 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 for 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 SIZING, INSTALLATION, AND OWNERSHIP

- A. It is understood that the Meter Setting is to consist of either of the following:
 - 1. Condensate Collection Type Meter Settings must consist of a gate valve, strainer, union, master trap and condensate meter. The meter set will be installed at the termination of the building's condensate piping system. The Customer must furnish the gate valve, strainer, union and master trap. The BWL will furnish the condensate meter for installation by the Customer, subject to applicable fees.
 - 2. Steam Flow Meter Settings must consist of an arrangement of pipes, valves, traps, flow straighteners, a steam flow meter, and may also include other equipment required to support and provide acceptable steam flow characteristics through a flow type meter, in accordance with the meter manufacturer recommendations and the BWL'S specifications and standards. The meter setting must be installed at the location where the steam service enters the building. The Customer must furnish all pipes, valves, flow straighteners and all other required equipment. The BWL will furnish the steam flow meter and trap for the flow meter setting for installation by the Customer, subject to applicable fees.
- B. It is the responsibility of the Customer to obtain all required materials for the Meter Setting (except for the meter and all communication and control wiring for the metering and monitoring equipment which will be furnished and installed by the BWL), and perform the installation of the Meter Setting in accordance with all applicable BWL standards and specifications.
- C. The Customer is responsible for ensuring that the piping outlet of the condensate meter discharges to atmospheric pressure. The Customer is responsible for the repair of damages to BWL metering caused by any back-pressure on the meter.
- D. The BWL will inspect the Meter Setting prior to being placed in service. The Customer is responsible for correcting any deficiencies discovered during inspection, or which may become apparent after the Meter Setting is placed in service.
- E. Upon installation of the Meter Setting by the Customer and approval by the BWL, the BWL will own and maintain all components of the Meter Setting including valves, strainers, straighteners, traps, unions, and meters. The BWL will also own and maintain any connective wiring, including fiber optic cable, or other communication means used to obtain meter reads, alerts, and meter status information from the meter.
- F. The BWL will not own and maintain any piping after the Meter Setting to a drain, or the drain for the condensate. Condensate disposal is the responsibility of the Customer. The BWL will not own or maintain any conduit, cableways, or route used from the connective wiring for the Meter Setting.
- G. The BWL may furnish more than one meter for installation by the Customer depending upon the total capacity needed, the system arrangement, or the number of Customers in the building.

- H. The sizing of metering equipment will be determined by the BWL. It is the responsibility of the Customer to provide an estimate of Demand in LBS/HR for the maximum and minimum anticipated flows during summer and winter heating seasons. The estimate must include all proposed steam processes and their respective Demands, including, but not limited to, space heating, humidification, hot water heating and cooking.
- I. The BWL reserves the right to re-size any Meter Setting if the installed meter size or type is inappropriate for the actual Demand. The cost of re-sizing the meter is the responsibility of the Customer.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL equipment requirements and its installation should be directed to the BWL Customer Projects Department.
- B. The Customer must locate the meter setting inside the building being served in a well-ventilated, well lit, heated area with ample space for meter reading and maintenance.
- C. The Customer must not place the metering equipment in a pit below floor level, a restroom or on a platform higher than thirty (30) inches above the floor unless BWL- approved steps and platform are installed.
- D. Mounting devices to support the Meter Setting, including, but not limited to, conduits for connective and communications wiring, stands, and brackets will be the responsibility of the Customer to install and maintain. Support must be substantial, level, concrete or metal, with enough space for the outlet piping and at least two (2) feet of unobstructed clearance directly above the meter. All Meter Settings must be located at an elevation easily accessible for reading and maintenance by personnel standing at floor grade. Wood supports are not acceptable for new meter installations or meter upgrades.

5.4 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 12.
- 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.

5.5 DAMAGED METERING EQUIPMENT

- A. The Customer will be liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. 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 or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 12.
- C. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, including, but not limited to, stolen copper and stolen meters, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.

RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Steam Rates are based on the BWL providing only one Customer Steam Service to a building or structure. 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.

6.2 RESALE OF STEAM

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase steam 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 steam 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 steam 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 steam 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 3 years. The accuracy of such meters must be maintained within 2%. 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, sales tax, other taxes where applicable, the amount due for other authorized charges, and the 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 a steam system adequate to meet the needs of the occupant such as, pressure, 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, and if 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 steam 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.

6.4 BILLING

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

6.5 MINIMUM CHARGES

- A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. Where the Customer requests that a service be disconnected, 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 Steam Distribution System.

6.6 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 steam service during the interim between tenants.
2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.

RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 12.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 12 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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 - 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

- D. Deposits may be waived for new residential Customers in any of the following situations:
1. The Customer has previously established an acceptable payment history with 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- E. Deposits may be waived for new commercial and industrial Customers in the following situations:
1. The Customer has previously established an acceptable payment history with the BWL on a similar account.
 2. The Customer's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will credit the account security deposit to a Customer's account after the Customer has had service for 12 consecutive months and has an acceptable payment history. 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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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.

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- 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. DISTRIBUTION SYSTEM EXTENSIONS

9.1 GENERAL

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

9.2 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. Rule 9 sets forth the conditions under which the BWL will extend its Steam Distribution System.

9.3 OWNERSHIP

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

9.4 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, in its discretion, determine whether any Steam Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Steam Distribution System extensions are generally available throughout the steam service territory if the requested service will not disturb or impair service to other users and is within or contiguous to areas presently served.

9.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Steam Distribution System extensions will be installed by the BWL or its agent.
- B. Steam Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL's discretion, they may be installed in dedicated recordable easements on private property at no cost to the BWL.
- C. The Customer must provide the BWL plans for BWL review and approval.
- D. Installation of a Steam Distribution System extension will be initiated provided:
 - 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Steam Distribution System extension.
 - 2. The owner, developer, governmental entity, or Customer has paid any deposits as required by Rule 7.4 and Rule 10 for the Steam Distribution System extension and any required system reinforcement.
 - 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed,

streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground is in workable condition.

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

9.6 DEPOSIT

- A. The Customer may be required to pay all or a portion of the cost of an extension to the Steam Distribution System, installation of Customer Steam Service, or Meter Settings, based on the BWL's evaluation of the recovery of capital cost along with other business-related considerations.
- B. The Customer may be required to make a deposit based on the following:
 1. For a Customer to be served within one year, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of the distribution extension and service that exceeds one (1) times the estimated new Annual Revenue to be received from the Customer. Any nonrefundable contribution in aid of construction made will be credited against the cost of such extension for purposes of this calculation.
 2. For serving steam loads of questionable stability or development a deposit, if required, will be based on an evaluation of the BWL's recovery of capital cost along with other business-related considerations.
 3. Prior to the installation of an extension to the Steam Distribution System, the owner, developer or Customer who are to make any contribution required under this rule will be required to enter into a written agreement. The agreement will generally describe the proposed distribution system and set forth the respective obligations of the parties. Such agreements will be subject in all respects to the provisions of Rule 9 and 10. Each proposed 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.

9.7 REFUNDS OF DEPOSIT

- A. Distribution Line extension deposits made with the BWL are subject to refund without interest during the first five (5) twelve (12) month periods from the date of the written agreement for a distribution system extension as required by these Rules and Regulations, Rule 9 and 10. Refunds will only be made to 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 line extension is completed, after which the BWL will have no further obligation to refund any remaining portion of the line extension deposit.
 1. The BWL will refund to the party making the deposit:
 - a. An amount equal to one (1) times the first year estimated Annual Revenue less the construction cost of the extension for the Steam Distribution System for each additional new commercial or industrial permanent Customer directly connected to the extension.
 - b. Directly connected Customers are those that do not require the construction of more than 300 feet of Steam Main. Refunds will not be made until the original Customer or its equivalent is permanently connected to the extension.

9.10 ADEQUATE TEMPERATURE, PRESSURE, AND FLOW CAPACITY

- A. The BWL will not make Steam Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Steam Distribution System extensions as determined by the BWL.
- B. When Steam Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Steam Distribution System extension, the Customer will bear the cost of such Steam Distribution System reinforcement in accordance with Rule 10.

9.11 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Steam 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.

9.12 EASEMENTS

- A. Prior to the installation of any steam 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 removal, restoration, replacement, construction, and relocation of the steam 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 steam distribution system 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 steam distribution system extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, the BWL may require the owner, developer or Customer to pay the expense of 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.

9.13 TREE REMOVAL PERMITS

- A. Prior to the installation of any steam distribution system extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its steam distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such BWL steam distribution system extension, the BWL may elect to construct all or any part thereof along public highways or other private property. In such event, the BWL may require the owner, developer or Customer to pay the expense of 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.

9.14 NON-STANDARD EQUIPMENT

- A. When the Customer requests that 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.

9.15 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.

9.16 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 located.

9.17 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

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

9.18 STEAM 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 steam 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 steam reliability or quality.
 - 4. All governmental approvals, permits and easements are obtained.
- B. Prior to any relocation or removal of steam 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 landscaping, etc., and any right-of-way costs as per this Rule 9, plus the cost of any necessary modifications to the BWL's Steam Distribution System caused by the relocation or removal, less the salvage value of any portion of the steam Facilities removed.
- C. After completion of the Steam Distribution System extension, if Steam Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Steam Mains or related Facilities to the correct location or proper elevation.

RULE 10. SERVICES

10.1 GENERAL

- A. The Customer Steam Service must be furnished, installed, owned and maintained by the BWL. In the course of maintaining or repairing a Customer Steam Service where the Customer steam service passes under any area not readily accessible, the BWL will bear no responsibility for damage incurred, or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of the acts or failure to act by the Customer, their agent or their tenant.
- 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 and applicable local codes.
- C. 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.
- D. Should it become necessary for the BWL to reinforce or upgrade the Steam Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 9.

10.2 APPLICATION FOR SERVICE

- A. For Existing Services:
 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 1. Requests regarding new services should be submitted to BWL Utility Services by e-mailing utilityservices@lwl.com, or by calling (517) 702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912.
- C. 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)
- D. 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

10.3 STEAM SERVICE

A. General

1. All Steam sold to Customers will be measured by commercially acceptable measuring devices owned and maintained by the BWL except where it is impractical to meter, such as for temporary or special installation, in which cases the consumption may be calculated.
2. A plot plan showing the proposed building size, location of service entrance and steam equipment to be supplied must be submitted to the BWL's Customer Projects Department for all service requests.
3. Customer Steam Services will be installed from the Steam Main to the Customer's building in the most direct manner. The pipe comprising the connection may only cross the legally described property upon which the building to be serviced is located.
4. It is the intent of the BWL that all underground steam pipes be installed and maintained by the BWL. However, where unusual or special circumstances exist, the Customer may request approval to install underground steam pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
5. No person other than an authorized employee of the BWL may open or close the outside valve on the Customer Steam Service. No person except an authorized BWL employee shall tap, modify or connect to a Steam Main or any of the pipes comprising the Customer Steam Service.

B. Customer Connections to BWL Facilities

1. It is the Customer's responsibility to connect Customer Piping to the Service Location. All work must be in full compliance with all BWL standards and applicable codes.
2. The Customer must install a Service Valve to control the entire steam supply to the building. This valve must be installed within one foot of the Service Location and must have ready access.
3. The Customer must not connect to the Customer Steam Service except at the Service Location.

C. Customer Steam Piping

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

- a. The Customer must provide at least one automatic float type air vent for all systems except vacuum systems. The best location often is in the condensate main.
 - b. No Customer Piping may depend upon the master trap for steam trapping or as a vent for air removal, except a single zone, one pipe, direct steam system.
 - c. Customer Piping served with medium or high pressure steam must be equipped with both a pressure regulator that includes a three-valve by-pass and a pressure relief valve. The relief valve must have a capacity rating equal to the rating of the regulator, it must be ASME approved, and must discharge to the outside of the building or to a space in the building where little or no damage will occur if the valve operates. The proper relief setting depends upon the characteristics of the system.
 - d. The Customer must make sufficient provisions for the support, grade expansion, and contraction of pipe near the service connections.
 - e. The total length of Customer's service riser or header piping must be kept to a minimum, but in no case shall the length exceed twenty (20) feet from the BWL's Service Valve. A gooseneck is required from the top of all service risers unless the grade of the service from the top of the riser to the first branch connection exceeds one diameter of the pipe.
 - f. All service risers and header piping graded to the street main must be insulated with standard pipe insulation at least one inch (1") thick.
 - g. When more than one Customer is supplied from a single service, each Customer's branch connection must have a valve for controlling each branch. Each Customer will be supplied and metered independently, and access must be provided to each individual Service Valve. The risers or branch connections to the individual Customer's valve must be as short as practicable. When the length of the common header pipe exceeds twenty (20) feet the condensate must be piped to a master trap and meter and the steam consumption assigned to the building owner or an occupant.
 - h. Systems having an automatically operated valve which regulates the steam supply for more than one-third of the total installed capacity of space heating, space cooling, or domestic water heating must be equipped with an adequately sized three-valve by-pass around the automatic valve; unless the valve has a dependable, rapid, manual opening feature. The steam trap which serves the equipment must also be equipped with a three-valve by-pass.
 - i. All by-pass valves will be sealed in the closed position and must not be operated except in emergencies. The BWL's Customer Projects Department must be notified any time a sealed by-pass valve is opened.
- D. Installation and Maintenance of Steam Service
1. Installation of a steam service will not begin until:
 - a. The Customer has submitted and the BWL has approved a final site plan.
 - b. The Customer has entered into a written agreement with the BWL for the construction of the steam service.
 - c. The Customer has paid any deposits as required by Rule 7.4 and Rule 9 for the steam service.

- d. The Customer must have monuments or markers in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
2. Construction during the winter season will only occur at the BWL's discretion.
3. 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 necessary to deviate from the BWL's approved construction standards or established distribution system design, the BWL may require the Customer to pay the resulting additional cost.
4. The Customer will be responsible for additional repair costs due resulting from those practical difficulties impacting Customer Steam Services or for damage as a result of the acts or failure to act by the Customer, owner, or tenants.

10.4 STEAM FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its steam Facilities in accordance with Rule 9.18.

RULE 11. CONDENSATE AND MASTER TRAP

11.1 GENERAL

- A. If a condensate collection type Meter Setting is specified, the Customer must provide a condensate piping system in accordance with the following rules.
- B. Systems may not be designed for more than one master trap and meter combination in different parts of a building unless written approval has been obtained from the BWL.
- C. Condensate disposal will be the responsibility of the Customer once it passes through the BWL's meter.
- D. All piping must be supported so that none of its weight depends on the meter or master trap, except when the pipe length between the two is three (3) feet or less.

11.2 CONDENSATE

- A. The Customer must provide a condensate piping system in accordance with the following:
 - 1. Pipes carrying condensate from the entire system supplied by each Customer's Service Valve shall be connected to either a single pipe ahead of the master trap assembly or the pump receiving tank.
 - 2. The Customer must provide a readily accessible screwed cap or plug and a valve slightly above and at each end of every concealed portion of piping or wherever leakage or the effects of leakage will not be obvious. Copper or other non-ferrous pipe, without joints if practicable, should be used for such piping.
 - 3. When sections of the condensate piping depend on a water column to move the condensate, air loops or automatic vents ahead of the flooded portion must be provided.
 - 4. Unrestricted gravity flow, without pockets or lifts, should be provided wherever practicable. Unavoidable flooded portions, such as loops around doorways, are to be copper or other non-ferrous pipe. Where lifts are unavoidable, the maximum amount of lift to the master trap will be determined by the characteristics of the system and must be approved by the BWL before installation.
 - 5. The Customer must provide sufficient drainage capacity at the meter outlet to allow for gravity discharge at the maximum rate of condensate flow. Condensate discharge shall be to atmospheric pressure, in accordance with Rule 5.
 - 6. The Customer may utilize the condensate for other means after it has been discharged from the BWL's meter, provided that Customer meets all metering and condensate discharge requirements specified herein. The Customer bears all responsibility for equipment and condensate located downstream of BWL's meter discharge.

11.3 MASTER TRAP

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

- B. Capacity of the master trap, or traps, as rated by the Manufacturer must be at least equal to the maximum condensate rate of the system at the maximum condensate (water column) pressure available, without flooding equipment, provided maximum pressure is not more than 48 inches.

11.4 CONDENSATE (SURGE) TANKS

- A. The Customer must provide a condensate (surge) tank instead of a master trap for systems which are equipped with a condensate pump or a vacuum pump. The volume of the tank must be at least equal to the quantity of condensate discharged by the pump during two operations of the float-operated switch. The Customer must also:
 - 1. Install a valve in the single gravity discharge pipe from the bottom of the tank to the meter if the bottom of the tank is more than 12 inches above the meter inlet.
 - 2. Provide a short, open vent pipe at the top of the tank, independent of the condensate inlet pipe. If the pump is a vacuum type, connect both the condensate and air discharge pipes to the top of the tank, independently.
 - 3. Provide an emergency by-pass to a floor drain around the pump receiver.

11.5 BY-PASS VALVE

- A. The Customer must comply with BWL standards and install a 3-valve by-pass around the master trap for any system having a maximum load in excess of 2200 pounds per hour.

RULE 12. SCHEDULE OF FEES & CHARGES

RULES and REGULATIONS
for
CHILLED WATER SERVICE



Board Approval: 05/xx/2023
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RULE 1. DEFINITIONS

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.

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.

BTU - British Thermal Unit, the heat necessary to raise one pound of water one degree Fahrenheit.

CHILLED WATER DISTRIBUTION SYSTEM - The system of Chilled Water Mains, pipes, fittings, valves and all equipment and appurtenances thereto, necessary to distribute chilled water to Customers.

CHILLED WATER MAIN - The distribution pipes owned and maintained by the BWL that conveys chilled water to and from Chilled Water Service Piping.

CUSTOMER - A purchaser of chilled water 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; and Customer’s consumption data.

CUSTOMER PIPING - A piping system owned by the Customer that conveys chilled water from the Service Location throughout the Customer’s Premises.

CUSTOMER PUMPS - Pumps owned by Customer and located on the Premises which provide circulation of chilled water through the Premises by Direct Connection and Indirect Connection.

CHILLED WATER SERVICE PIPING - Those pipes, valves and appurtenances owned and maintained by the BWL and installed between a Chilled Water Main and the Service Location.

DEMAND - The rate of chilled water delivered at a given point in Tons of refrigeration.

DIRECT CONNECTION – A configuration of Customer Piping in which chilled water supplied by the BWL is conveyed through Customer Pumps and circulated throughout the Premises before it is returned to the Chilled Water Distribution System.

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

INDIRECT CONNECTION – A configuration of Customer Piping in which chilled water supplied by the BWL is conveyed to a heat exchanger before it is returned to the Chilled Water Distribution System without entering Customer Pumps.

METER – An arrangement of sensors, manual valves, automatic valves, and communications equipment owned by the BWL and installed in Customer Piping for the purposes of measuring chilled water consumption, and for controlling the flow of chilled water from the Chilled Water Distribution System to the Premises.

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

PREMISES - A building and its grounds.



Definitions Chilled Water Rule and Regulation 1

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 chilled water 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 <https://www.lbw.com/customers/services/chilled-water>.

RTU - Remote Telemetry Unit. A component of the Meter which houses metering and monitoring equipment.

SERVICE LOCATION - The point at which the BWL has agreed to deliver chilled water service to Customer Piping. The Service Location must be located outside, but within 5 feet, of the building.

SERVICE VALVES - The valves owned and maintained by the BWL on the Chilled Water Service Piping. The Service Valves will be installed at, or as close as practical to the Service Location and may be located at the property line, or within the Customer's Premises, depending on the nature of the service and configuration of the Customer's Premises.

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



RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for chilled water service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbw.com/customers/services/chilled-water> or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing utilityservices@lbw.com, or 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 chilled water service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Chilled water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. The Customer should contact the BWL Customer Projects Department to determine the characteristics of the chilled water service available at the Premises. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive chilled water 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 chilled water 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 13 to cover the cost of restoring chilled water 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 13 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 chilled water 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 chilled water distribution system 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, or steam ("Utility Services"). Examples include:



General Provisions
Chilled Water Rule and Regulation 2

1. Contact information that allows the BWL to communicate with Customers, including name, address, telephone number, and email address.
2. Account information including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes chilled water for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain chilled water temperature and pressure within reasonable limits.
- B. The BWL will not be liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond 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, loss of electrical power needed to operate the BWL's control valve, metering, and monitoring equipment, 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 chilled water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety, and welfare of its employees or Customers and the reliability of the Chilled Water Distribution System. The BWL is not liable for any such interruption, curtailment, or suspension of chilled water service.

3.2 AVAILABILITY OF SERVICE

- A. Chilled water service is available twelve (12) months a year to Customers in the City of Lansing, except where the BWL has determined it to be impractical to serve.
- B. The BWL will endeavor to deliver chilled water service with the following characteristics:
 - a. Normal supply temperature of 42 degrees Fahrenheit with maximum supply temperature not to exceed 44 degrees Fahrenheit;
 - b. Minimum return temperature not less than 52 degrees Fahrenheit;
 - c. Normal supply pressure of 85 psig with maximum pressure not to exceed 100 psig and minimum pressure of not less than 60 psig at the discharge of the BWL's production facility; and
 - d. Normal differential pressure between supply and return of 15psi, with a minimum differential pressure of not less than 5 psi as measured at the Meter.
- C. Chilled water service is not considered available when the Chilled Water Service Piping must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service. The Chilled Water Service Piping will cross only that legally described property upon which the building to be served is located.
- D. Where there is more than one Chilled Water Main capable of providing service, the BWL will determine which Chilled Water Main will be used and the location of the Chilled Water Service Piping connection.



3.3 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 chilled water 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 13.
- 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.

Deleted: ion

3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct chilled water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Chilled water 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 chilled water is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL. Only personnel authorized by the BWL may operate valves installed in the Chilled Water Distribution System, Chilled Water Service Piping, or Meter (including automated valves), or draw water from the system.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around chilled water Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 and fiber optics.
 - 2. Install, operate, inspect, and maintain BWL equipment or Facilities.
 - 3. Inspect service installations, Customer Piping, and determine the connected chilled water Demand.
- C. If the meters, metering equipment or other BWL property are 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 in accordance with Rule 13.
- 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 13.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.



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

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose Customer Piping 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 Piping or equipment and is not be held liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Chilled Water Distribution System. Absent a separate agreement, Customer Piping must connect to the Chilled Water Service Piping at the Service Location.
- D. The Customer is required to install and maintain Customer Pumps to provide circulation of chilled water throughout the Premises.
- E. The Customer is required to install and maintain all connections to BWL equipment, including electrical power, flanges, gaskets, welds, threaded connections and connections to sensors.
- F. Alterations to the Chilled Water Service Piping or associated equipment (including Customer Piping, Customer Pumps or any equipment which returns water to the Chilled Water Distribution System) require the approval of the BWL.
- G. Customer Piping may be configured as either a Direct Connection or an Indirect Connection to receive service from the BWL. All connections are subject to review and approval by the BWL and will comply with BWL chilled water connection standards.

4.4 CHILLED WATER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Chilled Water Distribution 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 fees in accordance with Rule 13 and any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Chilled Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses chilled water without making proper application for chilled water service is responsible for all charges for chilled water 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 chilled water was used.



- B. The BWL may disconnect service without notice if a Person or Customer uses chilled water without proper application for service or chilled water 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 13, 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 piping 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, has paid the tampering fee and reconnection fee in accordance with Rule 13, made appropriate restitution for stolen service and damaged equipment, and made arrangements for metering and piping changes as may be required by the BWL.
- D. The BWL may disconnect service without notice if a Customer intentionally disables Customer Pumps to defeat circulation of chilled water throughout the Premises. Such intentional disabling constitutes a disruption to BWL chilled water service and may result in the BWL disconnecting service and imposition of the tampering fee and reconnection fee in accordance with Rule 13. Necessary shutdowns by the Customer for maintenance or refurbishment of Customer Piping is permissible.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of chilled water service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all chilled water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request.
 - 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 13 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.



**Use of Service
Chilled Water Rule and Regulation 4**

- 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 chilled water sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL. In the event of a meter malfunction, consumption may be estimated.
- B. Inquiries regarding BWL installation requirements should be directed to the BWL Customer Projects Department.

5.2 SIZING, INSTALLATION, AND OWNERSHIP

- A. At no cost to the Customer, the BWL will furnish, own, and maintain metering and monitoring equipment, including the following elements:
 - 1. RTU Cabinet and components contained therein
 - 2. Temperature Transducers and Thermowells
 - 3. Flow Transducers and Mounting Hardware
 - 4. Temperature Control Valve and Actuator
 - 5. Differential Pressure Transducer, including taps and tubing
 - 6. Analog Thermometers and Thermowells
 - 7. All connective wiring from remote sensors to the RTU Cabinet
- B. At no cost to the BWL, the Customer must install the above components to BWL specifications and furnish the following elements:
 - 1. Two 120 VAC 20 AMP power circuits to the RTU Cabinet
 - 2. Connective Conduits between the Sensors and the RTU Cabinet
 - 3. All associated mounting hardware
 - 4. A conduit route for communications and control wiring from the location of the RTU Cabinet to an electrical manhole of the BWL's choosing
- C. The Customer will be responsible for the costs of installing communication and control wiring from the RTU panel to the Chilled Water Plant. The BWL will install, own, and maintain all communication and control wiring for the metering and monitoring equipment.
- D. All metering equipment will be installed within Customer Piping. The Customer is responsible for all connections to metering equipment including flanges, gaskets, welds, taps, threads etc. Any proposed changes to the Customer's Premises which impacts the Meter are subject to review and approval by the BWL.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.



Metering Chilled Water Rule and Regulation 5

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

5.4 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, or 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 or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 13.
- C. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.



RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Chilled Water Rates are based on the BWL providing only one chilled water service to a building or structure.
- B. 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.

6.2 RESALE OF CHILLED WATER

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase chilled water 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 chilled water 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 chilled water 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 chilled water 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 of each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained within 2%. 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, sales tax, other taxes where applicable, the amount due for other authorized charges, and the total amount due.
- G. The due date must be 21 days from the date of rendition. The reselling owner or operator is responsible for all collections and payment disputes for resale occupants.



**Application of Rates
Chilled Water Rule and Regulation 6**

- H. The reselling owner or operator must supply each occupant with a chilled water system adequate to meet the needs of the occupant such as pressure, temperature, 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, and if the problem is not resolved the BWL may declare the reselling owner or operator in violation of Rule 2.
- J. The renting of a Premise with the cost of chilled water service included in the rental as an incident of tenancy will not be considered a resale of such service.

6.3 BILLING

- A. Customers having more than one meter will have consumption computed by an individual meter in accordance with the current Rate Schedule and contract.

6.4 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 metering devices and disconnecting the service from the BWL’s Chilled Water Distribution System.

6.5 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 and 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 chilled water service during the interim between tenants.
 - 2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.



RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 13.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 13 for returned checks or electronic payments.

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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 registered 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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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Bills and Payments
Chilled Water Rule and Regulation 7

- 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will ~~credit the~~ account security deposit to ~~a~~ Customer's ~~account after the Customer has had~~ service for 12 ~~consecutive~~ months and ~~has~~ an acceptable payment history. ~~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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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.



**Dispute and Hearing Procedure
Chilled Water Rule and Regulation 8**

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. CUSTOMER CHOICE PROGRAM

9.1 GENERAL

- A. The BWL will authorize Customer installation of Chilled Water Service Piping and Chilled Water Mains, provided all the following conditions are met:
 - 1. The BWL has approved the Customer's contractor prior to construction.
 - 2. The Customer has signed and complied with a Customer Choice Chilled Water Service agreement with the BWL prior to construction.
 - 3. The Customer has provided and the BWL has approved drawings, material lists, and a pressure testing and pipe cleaning plan.
 - 4. The Customer has paid all past and current fees and charges.
 - 5. The installation of Chilled Water Service Piping and Chilled Water Mains have been inspected and approved by the BWL.
 - 6. Customer has transferred ownership of Chilled Water Service Piping or Chilled Water Mains to the BWL.
- B. Inquiries regarding the Customer Choice Program should be directed to the BWL's Customer Projects Department.

9.2 CONTRACTOR QUALIFICATION AND APPROVAL

- A. Contractors desiring to become qualified and approved to install Chilled Water Mains and Chilled Water Service Piping should contact the Purchasing and Warehousing Department at 517-702-6198.
- B. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit will be assessed in accordance with Rule 13.

9.3 INSPECTION FEE AND NON-REFUNDABLE CONTRIBUTIONS FOR CHILLED WATER MAINS AND LARGE SERVICES

- A. An inspection fee and non-refundable contribution is required for any Customer desiring to install Chilled Water Mains or commercial Chilled Water Service Piping. The amount of such inspection fee and non-refundable contribution will be in accordance with Rule 13.
- B. Upon project completion, the inspection fee will be adjusted to reflect the actual BWL cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is less than \$100 dollars of the estimated cost.

9.4 PERMITS

- A. The Customer is required to obtain all permits for the installation of Chilled Water Mains and Chilled Water Service Piping installed under this Rule.



RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 GENERAL

- A. When application is made for chilled water service which requires the extension of the BWL's existing Chilled Water Distribution System or installation of a new chilled water service, the BWL will make such extensions when the estimated Annual Revenue, probable stability of the load, and prospective load growth reasonably warrant the capital expenditure required. The BWL will make the final determination of the estimated loads, consumption, and revenue from distribution extension and services to calculate Annual Revenue.

10.2 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. This Rule 10 sets forth the conditions under which the BWL will extend its Chilled Water Distribution System.

10.3 OWNERSHIP

- A. The BWL will provide, own, maintain, and specify all its distribution Facilities including location, except as provided by Rule 9, Customer Choice Program. No ownership rights to BWL Facilities will pass to any owner, developer, or Customer by reason of any contribution required by this rule.

10.4 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, at its discretion, determine whether any Chilled Water Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Chilled Water Distribution System extensions are generally available throughout the chilled water service territory if the requested service will not disturb or impair service to other users and is within or contiguous to areas presently served.

10.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Chilled Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Customer Choice Program.
- B. Chilled Water Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL's discretion, they may be installed in dedicated recordable easements on private property at no cost to the BWL.
- C. The Customer must provide the BWL plans for BWL review and approval. Prior to the BWL's approval of the plans, the Customer is responsible for making any revisions required by the BWL to meet BWL standards. Plans to be provided by the Customer include:
 - 1. Site plans depicting the extension of Chilled Water Service Piping to the Premises;
 - 2. Piping and instrumentation diagrams depicting the connection and use of chilled water within the Premises;
 - 3. Mechanical, electrical, and plumbing plans depicting the location of the Meter, Customer Piping and Customer Pumps and other support equipment within the Premises; and



4. Load calculations depicting the expected demands.

- D. Installation of a Chilled Water Distribution System extension will be initiated provided:
 - 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Chilled Water Distribution System extension.
 - 2. The owner, developer, governmental entity, or Customer has paid any deposits as required by Rule 7.4 and Rule 12 for the Chilled Water Distribution System extension and any required system reinforcement.
 - 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- E. Construction during the winter season will only occur at the BWL's discretion.

10.6 ADEQUATE TEMPERATURE, PRESSURE, AND FLOW CAPACITY

- A. The BWL will not make Chilled Water Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Chilled Water Distribution System extensions as determined by the BWL.
- B. When Chilled Water Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Chilled Water Distribution System extension, the Customer will bear the cost of such Chilled Water Distribution System reinforcement in accordance with Rule 12.

10.7 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Chilled Water 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.

10.8 EASEMENTS

- A. Prior to the installation of any chilled water distribution system extension the BWL must be provided 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 removal, restoration, replacement, construction, and relocation of the chilled water 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 chilled water distribution system 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 chilled water 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.



10.9 TREE REMOVAL PERMITS

- A. Prior to the installation of any chilled water distribution system extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its chilled water distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such BWL chilled water 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.

10.10 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.

10.11 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 surface, or where it is 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.

10.12 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.

10.13 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

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

10.14 CHILLED WATER 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 chilled water 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 chilled water reliability or quality.



**Distribution System Extensions
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4. All governmental approvals, permits, and easements are obtained.
 - B. Prior to any relocation or removal of chilled water 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 Chilled Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the chilled water Facilities removed.
 - C. After completion of the Chilled Water Distribution System extension, if Chilled Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Chilled Water Mains or related Facilities to the correct location or proper elevation.



RULE 11. SERVICES

11.1 GENERAL

- A. The Chilled Water Service Piping must be furnished, installed, owned and maintained by the BWL except as otherwise provided in Rule 9, Customer Choice Program. In the course of maintaining or repairing Chilled Water Service Piping where it passes under an 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.
- B. The location of Chilled Water Service Piping must be approved by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements and applicable local codes.
- C. Should it become necessary for any cause beyond the BWL's control to change the location of the Chilled Water Service Piping, the entire cost of any changes will be the responsibility of the Customer.
- D. Should it become necessary for the BWL to reinforce or upgrade the Chilled Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 12.

11.2 APPLICATION FOR SERVICE

- A. For Existing Services:
 - 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 - 1. Requests regarding new services should be submitted to BWL Utility Services by e-mailing utilityservices@lwl.com, or by calling (517) 702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912.
- C. 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



11.3 CHILLED WATER SERVICE

A. General

1. The Customer must provide the chilled water demand and plans as detailed under Rule 10.5.C.
2. Chilled Water Service Piping will be installed from the Chilled Water Distribution System to the Customer's Premises in the most direct manner. The pipe comprising the connection may only cross the legally described property upon which the building to be serviced is located.
3. It is the intent of the BWL that all underground chilled water pipes be installed and maintained by the BWL. However, where unusual or special circumstances exist or as allowed by Rule 9, Customer Choice Program, the Customer may request approval to install underground chilled water pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
4. No person other than an authorized employee of the BWL may operate any valve, blowoff, or any other device connected anywhere on the Chilled Water Distribution System, including, but not limited to, any Chilled Water Service Piping or Meter located on the Premises. No Person except an authorized BWL Employee, agent of the BWL or as allowed by Rule 9, Customer Choice Program, may tap, modify or connect to the Chilled Water Distribution System, except at the Service Location. Alterations to the BWL's Facilities (including pipes, valves, and metering) are prohibited without approval of the BWL.

B. Customer Connections to BWL Facilities

1. It is the Customer's responsibility to connect Customer Piping to the Chilled Water Service Piping. All work must be in full compliance with all BWL standards and applicable codes.
2. The Customer will install at its expense master isolation valves on the Customer Piping as close as is practical to the Service Location. The Customer is responsible for the ownership, maintenance, and operation of its master isolation valves.

C. Customer Piping

1. The Customer is required to design, install, and maintain Customer Piping in such a way so the BWL's chilled water service is not adversely affected.
2. The Customer must inform the BWL of the date of connection to the chilled water system. The BWL will be afforded the opportunity to witness the connection.
3. Except for the operation of emergency devices required by code or best practices to protect life and property, the Customer is not permitted to withdraw or introduce water, air, or any other substance to the BWL Chilled Water Distribution System. The Customer is required to notify the BWL of any situation which results in a water draw or introduction of foreign materials to the BWL Chilled Water Distribution System. Customers are required to report any chilled water leaks to the BWL.

D. Installation and Maintenance of Chilled Water Services

1. Installation of a chilled water service will not begin until:
 - a. The Customer has submitted and the BWL has approved plans as described in Rule 10.5.C.
 - b. The Customer has entered into a written agreement with the BWL for the construction of the chilled water service.
 - c. The Customer has paid any deposits as required by Rule 7.4 and Rule 12 for the chilled water service.



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- d. The Customer must have monuments or markers in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- 2. Construction during the winter season will only occur at the BWL’s discretion.
- 3. Where, 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 costs resulting from the deviation.
- 4. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting chilled water service or for damage as a result of acts or failure to act by the Customer, owner, or tenants.
- 5. The Customer is responsible to ensure air and debris are not present within any Customer Piping which is a Direct Connection prior to connection to the Chilled Water Service Piping. The BWL must receive reasonable notification of and be given the opportunity to witness any cleaning activities. The BWL will not supply chilled water to Customer Piping until pipe cleaning has been successfully performed to the satisfaction of the BWL.

11.4 CHILLED WATER FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its chilled water Facilities in accordance with Rule 10.14.



RULE 12. SYSTEM EXTENSION & SERVICE DEPOSIT

12.1 GENERAL

- A. When application is made for chilled water service which requires the extension of the BWL’s existing Chilled Water Distribution System, the BWL will make such extensions when the estimated Annual Revenue, probable stability of the load, and prospective load growth reasonably warrant the capital expenditure required. The BWL will have the final determination of estimating loads, consumption, and revenue of distribution extension and services.

12.2 DISTRIBUTION SYSTEM EXTENSION AND CHILLED WATER SERVICE PIPING

- A. The Customer may be required to pay all or a portion of the cost of an extension of the BWL’s existing Chilled Water Distribution System and installation of Chilled Water Service Piping, based on an evaluation of the BWL’s recovery of capital cost along with other business-related matters.

12.3 CHILLED WATER SERVICE PIPING ONLY

- A. The Customer may be required to pay all or a portion of the cost of the installation of Chilled Water Service Piping based on an evaluation of the BWL’s recovery of capital cost along with other business-related matters.



RULE 13. SCHEDULE OF FEES & CHARGES

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RULE 1. DEFINITIONS

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.

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.

BTU - British Thermal Unit, the heat necessary to raise one pound of water one degree Fahrenheit.

CHILLED WATER DISTRIBUTION SYSTEM - The system of Chilled Water Mains, pipes, fittings, valves and all equipment and appurtenances thereto, necessary to distribute chilled water to Customers.

CHILLED WATER MAIN - The distribution pipes owned and maintained by the BWL that conveys chilled water to and from Chilled Water Service Piping.

CUSTOMER - A purchaser of chilled water 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; and Customer’s consumption data.

CUSTOMER PIPING - A piping system owned by the Customer that conveys chilled water from the Service Location throughout the Customer’s Premises.

CUSTOMER PUMPS - Pumps owned by Customer and located on the Premises which provide circulation of chilled water through the Premises by Direct Connection and Indirect Connection.

CHILLED WATER SERVICE PIPING - Those pipes, valves and appurtenances owned and maintained by the BWL and installed between a Chilled Water Main and the Service Location.

DEMAND - The rate of chilled water delivered at a given point in Tons of refrigeration.

DIRECT CONNECTION – A configuration of Customer Piping in which chilled water supplied by the BWL is conveyed through Customer Pumps and circulated throughout the Premises before it is returned to the Chilled Water Distribution System.

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

INDIRECT CONNECTION – A configuration of Customer Piping in which chilled water supplied by the BWL is conveyed to a heat exchanger before it is returned to the Chilled Water Distribution System without entering Customer Pumps.

METER – An arrangement of sensors, manual valves, automatic valves, and communications equipment owned by the BWL and installed in Customer Piping for the purposes of measuring chilled water consumption, and for controlling the flow of chilled water from the Chilled Water Distribution System to the Premises.

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

PREMISES - A building and its grounds.

RATE - The unit prices as established by the 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 chilled water 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 <https://www.lbwl.com/customers/services/chilled-water>.

RTU - Remote Telemetry Unit. A component of the Meter which houses metering and monitoring equipment.

SERVICE LOCATION - The point at which the BWL has agreed to deliver chilled water service to Customer Piping. The Service Location must be located outside, but within 5 feet, of the building.

SERVICE VALVES - The valves owned and maintained by the BWL on the Chilled Water Service Piping. The Service Valves will be installed at, or as close as practical to the Service Location and may be located at the property line, or within the Customer's Premises, depending on the nature of the service and configuration of the Customer's Premises.

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

RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for chilled water service are open to public inspection at the BWL's offices and are available on the BWL website at <https://www.lbw.com/customers/services/chilled-water> 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, or 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 chilled water service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Chilled water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. The Customer should contact the BWL Customer Projects Department to determine the characteristics of the chilled water service available at the Premises. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive chilled water 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 chilled water 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 13 to cover the cost of restoring chilled water 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 13 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 chilled water 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 chilled water distribution system 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, or steam ("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 including billing and payment information, credit history, driver's license or state ID number, and social security number.
3. Utility consumption and demand data collected by meters includes:
 - 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)
- 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 purposes 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 produces and distributes chilled water for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain chilled water temperature and pressure within reasonable limits.
- B. The BWL will not be liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond 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, loss of electrical power needed to operate the BWL's control valve, metering, and monitoring equipment, 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 chilled water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety, and welfare of its employees or Customers and the reliability of the Chilled Water Distribution System. The BWL is not liable for any such interruption, curtailment, or suspension of chilled water service.

3.2 AVAILABILITY OF SERVICE

- A. Chilled water service is available twelve (12) months a year to Customers in the City of Lansing, except where the BWL has determined it to be impractical to serve.
- B. The BWL will endeavor to deliver chilled water service with the following characteristics:
 - a. Normal supply temperature of 42 degrees Fahrenheit with maximum supply temperature not to exceed 44 degrees Fahrenheit;
 - b. Minimum return temperature not less than 52 degrees Fahrenheit;
 - c. Normal supply pressure of 85 psig with maximum pressure not to exceed 100 psig and minimum pressure of not less than 60 psig at the discharge of the BWL's production facility; and
 - d. Normal differential pressure between supply and return of 15psi, with a minimum differential pressure of not less than 5 psi as measured at the Meter.
- C. Chilled water service is not considered available when the Chilled Water Service Piping must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service. The Chilled Water Service Piping will cross only that legally described property upon which the building to be served is located.
- D. Where there is more than one Chilled Water Main capable of providing service, the BWL will determine which Chilled Water Main will be used and the location of the Chilled Water Service Piping connection.

3.3 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 chilled water 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 13.
- 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.

3.4 MATERIAL AVAILABILITY

- A. Subject to the restrictions contained in Rule 3.2, the BWL will construct chilled water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment, and supplies. The 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. Chilled water 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 chilled water is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL. Only personnel authorized by the BWL may operate valves installed in the Chilled Water Distribution System, Chilled Water Service Piping, or Meter (including automated valves), or draw water from the system.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around chilled water Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of 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 and fiber optics.
 - 2. Install, operate, inspect, and maintain BWL equipment or Facilities.
 - 3. Inspect service installations, Customer Piping, and determine the connected chilled water Demand.
- C. If the meters, metering equipment or other BWL property are 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 in accordance with Rule 13.
- 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 13.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.

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

4.3 CUSTOMER PIPING AND EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose Customer Piping 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 Piping or equipment and is not be held liable for any injury or damage resulting from the condition of such piping or equipment.
- B. However, in situations in which the Customer's piping 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 piping 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 and other disturbances on the BWL Chilled Water Distribution System. Absent a separate agreement, Customer Piping must connect to the Chilled Water Service Piping at the Service Location.
- D. The Customer is required to install and maintain Customer Pumps to provide circulation of chilled water throughout the Premises.
- E. The Customer is required to install and maintain all connections to BWL equipment, including electrical power, flanges, gaskets, welds, threaded connections and connections to sensors.
- F. Alterations to the Chilled Water Service Piping or associated equipment (including Customer Piping, Customer Pumps or any equipment which returns water to the Chilled Water Distribution System) require the approval of the BWL.
- G. Customer Piping may be configured as either a Direct Connection or an Indirect Connection to receive service from the BWL. All connections are subject to review and approval by the BWL and will comply with BWL chilled water connection standards.

4.4 CHILLED WATER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Chilled Water Distribution 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 fees in accordance with Rule 13 and any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Chilled Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses chilled water without making proper application for chilled water service is responsible for all charges for chilled water 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 chilled water was used.

- B. The BWL may disconnect service without notice if a Person or Customer uses chilled water without proper application for service or chilled water 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 13, 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 piping 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, has paid the tampering fee and reconnection fee in accordance with Rule 13, made appropriate restitution for stolen service and damaged equipment, and made arrangements for metering and piping changes as may be required by the BWL.
- D. The BWL may disconnect service without notice if a Customer intentionally disables Customer Pumps to defeat circulation of chilled water throughout the Premises. Such intentional disabling constitutes a disruption to BWL chilled water service and may result in the BWL disconnecting service and imposition of the tampering fee and reconnection fee in accordance with Rule 13. Necessary shutdowns by the Customer for maintenance or refurbishment of Customer Piping is permissible.

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of chilled water service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all chilled water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request.
 - 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 13 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 chilled water sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL. In the event of a meter malfunction, consumption may be estimated.
- B. Inquiries regarding BWL installation requirements should be directed to the BWL Customer Projects Department.

5.2 SIZING, INSTALLATION, AND OWNERSHIP

- A. At no cost to the Customer, the BWL will furnish, own, and maintain metering and monitoring equipment, including the following elements:
 - 1. RTU Cabinet and components contained therein
 - 2. Temperature Transducers and Thermowells
 - 3. Flow Transducers and Mounting Hardware
 - 4. Temperature Control Valve and Actuator
 - 5. Differential Pressure Transducer, including taps and tubing
 - 6. Analog Thermometers and Thermowells
 - 7. All connective wiring from remote sensors to the RTU Cabinet
- B. At no cost to the BWL, the Customer must install the above components to BWL specifications and furnish the following elements:
 - 1. Two 120 VAC 20 AMP power circuits to the RTU Cabinet
 - 2. Connective Conduits between the Sensors and the RTU Cabinet
 - 3. All associated mounting hardware
 - 4. A conduit route for communications and control wiring from the location of the RTU Cabinet to an electrical manhole of the BWL's choosing
- C. The Customer will be responsible for the costs of installing communication and control wiring from the RTU panel to the Chilled Water Plant. The BWL will install, own, and maintain all communication and control wiring for the metering and monitoring equipment.
- D. All metering equipment will be installed within Customer Piping. The Customer is responsible for all connections to metering equipment including flanges, gaskets, welds, taps, threads etc. Any proposed changes to the Customer's Premises which impacts the Meter are subject to review and approval by the BWL.

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 metering and service equipment to meet BWL requirements. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.

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

5.4 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, or 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 or meter setting is missing, broken, or otherwise inoperable, a damaged meter charge and meter set charge will be applied in accordance with Rule 13.
- C. In the event of a damaged or missing meter, meter setting, or service piping due to circumstances beyond the Customer's control, the Customer will be responsible for the costs of repair. In this instance, additional penalties may be waived at the discretion of the BWL. The BWL has sole discretion as to the extent of repair required.

RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Chilled Water Rates are based on the BWL providing only one chilled water service to a building or structure.
- B. 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.

6.2 RESALE OF CHILLED WATER

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase chilled water 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 chilled water 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 chilled water 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 chilled water 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 of each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained within 2%. 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 services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, sales tax, other taxes where applicable, the amount due for other authorized charges, and the total amount due.
- G. The due date must be 21 days from the date of rendition. 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 a chilled water system adequate to meet the needs of the occupant such as pressure, temperature, 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, and if the problem is not resolved the BWL may declare the reselling owner or operator in violation of Rule 2.
- J. The renting of a Premise with the cost of chilled water service included in the rental as an incident of tenancy will not be considered a resale of such service.

6.3 BILLING

- A. Customers having more than one meter will have consumption computed by an individual meter in accordance with the current Rate Schedule and contract.

6.4 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 metering devices and disconnecting the service from the BWL's Chilled Water Distribution System.

6.5 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 and 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 chilled water service during the interim between tenants.
 - 2. The property owner or landlord is in compliance with all other BWL Rules and Regulations.

RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. 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. 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A prospective Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the prospective Customer, unless the prospective Customer agrees to pay a deposit in accordance with Rule 13.
- E. If a Customer or prospective Customer has any delinquent BWL account(s) at any address that accrued within the last 6 years, the BWL may require payment of all undisputed charges on the delinquent account(s) before restoring or providing service.
- F. The BWL may also require individual Customers to enter into a written "Billing Service Agreement," ensuring the Customer is responsible for all services used.
- G. 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.
- H. When an occupant has lived with a residential Customer within the last 3 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 when seeking to put the delinquent account into their own name.
- I. 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.
- J. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 13 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 registered 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. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a government agency, or a social service or like entity, where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4.
- C. 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 6 years that is delinquent.
 - 8. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

- D. Deposits may be waived for new residential Customers in any of the following situations:
1. The Customer has previously established an acceptable payment history with 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's bill is paid by a government agency, or a social service or like entity.
 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 5. The Customer provides an acceptable surety bond.
 6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- 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's bill is paid by a government agency, or a social service or like 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.
- F. The BWL will credit the account security deposit to a Customer's account after the Customer has had service for 12 consecutive months and has an acceptable payment history. 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.
- 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 July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

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 if the Customer has requested a hearing, pending results of the hearing. 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 may 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. CUSTOMER CHOICE PROGRAM

9.1 GENERAL

- A. The BWL will authorize Customer installation of Chilled Water Service Piping and Chilled Water Mains, provided all the following conditions are met:
 - 1. The BWL has approved the Customer's contractor prior to construction.
 - 2. The Customer has signed and complied with a Customer Choice Chilled Water Service agreement with the BWL prior to construction.
 - 3. The Customer has provided and the BWL has approved drawings, material lists, and a pressure testing and pipe cleaning plan.
 - 4. The Customer has paid all past and current fees and charges.
 - 5. The installation of Chilled Water Service Piping and Chilled Water Mains have been inspected and approved by the BWL.
 - 6. Customer has transferred ownership of Chilled Water Service Piping or Chilled Water Mains to the BWL.
- B. Inquiries regarding the Customer Choice Program should be directed to the BWL's Customer Projects Department.

9.2 CONTRACTOR QUALIFICATION AND APPROVAL

- A. Contractors desiring to become qualified and approved to install Chilled Water Mains and Chilled Water Service Piping should contact the Purchasing and Warehousing Department at 517-702-6198.
- B. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit will be assessed in accordance with Rule 13.

9.3 INSPECTION FEE AND NON-REFUNDABLE CONTRIBUTIONS FOR CHILLED WATER MAINS AND LARGE SERVICES

- A. An inspection fee and non-refundable contribution is required for any Customer desiring to install Chilled Water Mains or commercial Chilled Water Service Piping. The amount of such inspection fee and non-refundable contribution will be in accordance with Rule 13.
- B. Upon project completion, the inspection fee will be adjusted to reflect the actual BWL cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is less than \$100 dollars of the estimated cost.

9.4 PERMITS

- A. The Customer is required to obtain all permits for the installation of Chilled Water Mains and Chilled Water Service Piping installed under this Rule.

RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 GENERAL

- A. When application is made for chilled water service which requires the extension of the BWL's existing Chilled Water Distribution System or installation of a new chilled water service, the BWL will make such extensions when the estimated Annual Revenue, probable stability of the load, and prospective load growth reasonably warrant the capital expenditure required. The BWL will make the final determination of the estimated loads, consumption, and revenue from distribution extension and services to calculate Annual Revenue.

10.2 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

- A. This Rule 10 sets forth the conditions under which the BWL will extend its Chilled Water Distribution System.

10.3 OWNERSHIP

- A. The BWL will provide, own, maintain, and specify all its distribution Facilities including location, except as provided by Rule 9, Customer Choice Program. No ownership rights to BWL Facilities will pass to any owner, developer, or Customer by reason of any contribution required by this rule.

10.4 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

- A. The BWL will, at its discretion, determine whether any Chilled Water Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer, or governmental entity.
- B. Chilled Water Distribution System extensions are generally available throughout the chilled water service territory if the requested service will not disturb or impair service to other users and is within or contiguous to areas presently served.

10.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

- A. All Chilled Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Customer Choice Program.
- B. Chilled Water Distribution System extensions will be installed in public right-of-way except in certain cases where, at the BWL's discretion, they may be installed in dedicated recordable easements on private property at no cost to the BWL.
- C. The Customer must provide the BWL plans for BWL review and approval. Prior to the BWL's approval of the plans, the Customer is responsible for making any revisions required by the BWL to meet BWL standards. Plans to be provided by the Customer include:
 - 1. Site plans depicting the extension of Chilled Water Service Piping to the Premises;
 - 2. Piping and instrumentation diagrams depicting the connection and use of chilled water within the Premises;
 - 3. Mechanical, electrical, and plumbing plans depicting the location of the Meter, Customer Piping and Customer Pumps and other support equipment within the Premises; and

4. Load calculations depicting the expected demands.
- D. Installation of a Chilled Water Distribution System extension will be initiated provided:
 1. The owner, developer, governmental entity, or Customer has entered into a written agreement with the BWL for the construction of the Chilled Water Distribution System extension.
 2. The owner, developer, governmental entity, or Customer has paid any deposits as required by Rule 7.4 and Rule 12 for the Chilled Water Distribution System extension and any required system reinforcement.
 3. Where applicable, the owner, developer, governmental entity, or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
 - E. Construction during the winter season will only occur at the BWL's discretion.

10.6 ADEQUATE TEMPERATURE, PRESSURE, AND FLOW CAPACITY

- A. The BWL will not make Chilled Water Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Chilled Water Distribution System extensions as determined by the BWL.
- B. When Chilled Water Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Chilled Water Distribution System extension, the Customer will bear the cost of such Chilled Water Distribution System reinforcement in accordance with Rule 12.

10.7 ECONOMIC DEVELOPMENT OFFSETS

- A. When the BWL determines the Chilled Water 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.

10.8 EASEMENTS

- A. Prior to the installation of any chilled water distribution system extension the BWL must be provided 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 removal, restoration, replacement, construction, and relocation of the chilled water 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 chilled water distribution system 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 chilled water 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.

10.9 TREE REMOVAL PERMITS

- A. Prior to the installation of any chilled water distribution system extension, the BWL must receive, in a form satisfactory to the BWL, permission to remove trees or other vegetation the BWL deems necessary to protect the integrity of its chilled water distribution system and the safety and welfare of its employees and the public.
- B. In the event the required tree removal permits are not provided for such BWL chilled water 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.

10.10 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.

10.11 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 surface, or where it is 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.

10.12 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.

10.13 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

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

10.14 CHILLED WATER 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 chilled water 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 chilled water reliability or quality.

4. All governmental approvals, permits, and easements are obtained.
 - B. Prior to any relocation or removal of chilled water Facilities, the Customer or developer 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 Chilled Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the chilled water Facilities removed.
 - C. After completion of the Chilled Water Distribution System extension, if Chilled Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Chilled Water Mains or related Facilities to the correct location or proper elevation.

RULE 11. SERVICES

11.1 GENERAL

- A. The Chilled Water Service Piping must be furnished, installed, owned and maintained by the BWL except as otherwise provided in Rule 9, Customer Choice Program. In the course of maintaining or repairing Chilled Water Service Piping where it passes under an 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.
- B. The location of Chilled Water Service Piping must be approved by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements and applicable local codes.
- C. Should it become necessary for any cause beyond the BWL's control to change the location of the Chilled Water Service Piping, the entire cost of any changes will be the responsibility of the Customer.
- D. Should it become necessary for the BWL to reinforce or upgrade the Chilled Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 12.

11.2 APPLICATION FOR SERVICE

- A. For Existing Services:
 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912, or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 1. Requests regarding new services 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.
- C. 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

11.3 CHILLED WATER SERVICE

A. General

1. The Customer must provide the chilled water demand and plans as detailed under Rule 10.5.C.
2. Chilled Water Service Piping will be installed from the Chilled Water Distribution System to the Customer's Premises in the most direct manner. The pipe comprising the connection may only cross the legally described property upon which the building to be serviced is located.
3. It is the intent of the BWL that all underground chilled water pipes be installed and maintained by the BWL. However, where unusual or special circumstances exist or as allowed by Rule 9, Customer Choice Program, the Customer may request approval to install underground chilled water pipes. Applicants must submit plans and specifications to the BWL's Customer Projects Department for approval prior to installation.
4. No person other than an authorized employee of the BWL may operate any valve, blowoff, or any other device connected anywhere on the Chilled Water Distribution System, including, but not limited to, any Chilled Water Service Piping or Meter located on the Premises. No Person except an authorized BWL Employee, agent of the BWL or as allowed by Rule 9, Customer Choice Program, may tap, modify or connect to the Chilled Water Distribution System, except at the Service Location. Alterations to the BWL's Facilities (including pipes, valves, and metering) are prohibited without approval of the BWL.

B. Customer Connections to BWL Facilities

1. It is the Customer's responsibility to connect Customer Piping to the Chilled Water Service Piping. All work must be in full compliance with all BWL standards and applicable codes.
2. The Customer will install at its expense master isolation valves on the Customer Piping as close as is practical to the Service Location. The Customer is responsible for the ownership, maintenance, and operation of its master isolation valves.

C. Customer Piping

1. The Customer is required to design, install, and maintain Customer Piping in such a way so the BWL's chilled water service is not adversely affected.
2. The Customer must inform the BWL of the date of connection to the chilled water system. The BWL will be afforded the opportunity to witness the connection.
3. Except for the operation of emergency devices required by code or best practices to protect life and property, the Customer is not permitted to withdraw or introduce water, air, or any other substance to the BWL Chilled Water Distribution System. The Customer is required to notify the BWL of any situation which results in a water draw or introduction of foreign materials to the BWL Chilled Water Distribution System. Customers are required to report any chilled water leaks to the BWL.

D. Installation and Maintenance of Chilled Water Services

1. Installation of a chilled water service will not begin until:
 - a. The Customer has submitted and the BWL has approved plans as described in Rule 10.5.C.
 - b. The Customer has entered into a written agreement with the BWL for the construction of the chilled water service.
 - c. The Customer has paid any deposits as required by Rule 7.4 and Rule 12 for the chilled water service.

- d. The Customer must have monuments or markers in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
2. Construction during the winter season will only occur at the BWL's discretion.
3. Where, 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 costs resulting from the deviation.
4. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting chilled water service or for damage as a result of acts or failure to act by the Customer, owner, or tenants.
5. The Customer is responsible to ensure air and debris are not present within any Customer Piping which is a Direct Connection prior to connection to the Chilled Water Service Piping. The BWL must receive reasonable notification of and be given the opportunity to witness any cleaning activities. The BWL will not supply chilled water to Customer Piping until pipe cleaning has been successfully performed to the satisfaction of the BWL.

11.4 CHILLED WATER FACILITY RELOCATIONS AND REMOVALS

- A. The BWL will relocate or remove its chilled water Facilities in accordance with Rule 10.14.

RULE 12. SYSTEM EXTENSION & SERVICE DEPOSIT

12.1 GENERAL

- A. When application is made for chilled water service which requires the extension of the BWL's existing Chilled Water Distribution System, the BWL will make such extensions when the estimated Annual Revenue, probable stability of the load, and prospective load growth reasonably warrant the capital expenditure required. The BWL will have the final determination of estimating loads, consumption, and revenue of distribution extension and services.

12.2 DISTRIBUTION SYSTEM EXTENSION AND CHILLED WATER SERVICE PIPING

- A. The Customer may be required to pay all or a portion of the cost of an extension of the BWL's existing Chilled Water Distribution System and installation of Chilled Water Service Piping, based on an evaluation of the BWL's recovery of capital cost along with other business-related matters.

12.3 CHILLED WATER SERVICE PIPING ONLY

- A. The Customer may be required to pay all or a portion of the cost of the installation of Chilled Water Service Piping based on an evaluation of the BWL's recovery of capital cost along with other business-related matters.

RULE 13. SCHEDULE OF FEES & CHARGES

Proposed Resolution

FY24 Rules and Regulations for Electric, Water, Steam and Chilled Water Utility Services

RESOLVED, that Fiscal Year 2023-2024 Rules and Regulations for Electric, Water, Steam and Chilled Water Services be approved as presented by Management on May ____, 2023, to be effective July 1, 2023.

Motion by Commissioner ____, **Seconded** by Commissioner ____, to approve the Rules and Regulations for FY24 at a Board meeting held on May ____, 2023.

Action: Motion Carried.

PURCHASE AGREEMENT

This Purchase Agreement (the “Agreement”), effective as of _____ (the “Effective Date”), is entered into between the **City of Lansing, by its Board of Water & Light**, whose address is Post Office Box 13007, Lansing, Michigan, 48901 (the “Seller”) and **Gregory and Mary Douglass**, husband and wife, whose address is 648 Sunset Lane, East Lansing, Michigan 48823 (the “Buyers”).

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. Seller and Buyers currently have a License Agreement with respect to Buyers’ use of certain property owned by Seller and legally described on the attached Exhibit A (the “Property”).

B. The Seller and Buyers desire to establish the terms, covenants, and conditions upon which the Seller will sell and the Buyers will purchase the Property and terminate the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, Seller and Buyers hereby agree as follows:

1. Purchase Price. Buyers will pay to Seller the sum of Five Thousand Dollars (\$5,000.00) for the Property (the “Purchase Price”) payable on the day the Closing occurs. There is no earnest money deposit required.

2. Inspection Period. Intentionally Omitted.

3. Conditions Precedent. The closing of the transaction contemplated herein is expressly conditioned upon Seller obtaining all necessary approvals for disposition of the Property, include approval of the Seller’s Board of Commissioners and the City of Lansing.

4. Closing and Possession. The Closing will occur at a location and time agreed upon by both the Seller and Buyers, not more than thirty (30) calendar days after all conditions precedent have been satisfied. Seller shall deliver exclusive possession of the Property to Buyers at the Closing.

4.1. The Quit Claim Deed and all other closing documents will be prepared by Seller’s attorney. The cost of drafting the Quit Claim Deed and closing documents, Seller’s appraisal, cost for any City of Lansing application for approval, recording fees, and special assessments, if any, will be paid by Buyers. Except for the closing costs to be reimbursed or paid by Buyers, each of the parties shall be responsible for its own legal fees.

4.2. At Closing, simultaneous with the receipt of the Purchase Price from Buyers, Seller will convey title to the Property by Quit Claim Deed. BWL’s attorney shall submit the Quit Claim Deed for recording with the Ingham County Register of Deeds.

4.3. The execution and delivery of the Quit Claim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

5. “AS IS” Transaction. BUYERS ACKNOWLEDGE THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT WITH RESPECT TO THE PROPERTY OR ANY RELATED MATTERS AND THAT THE PROPERTY IS BEING TRANSFERRED TO BUYERS IN “AS IS CONDITION, WITH ALL FAULTS.” In particular, Seller makes no representations or warranties with respect to title of the Property and Buyers have waived the opportunity to obtain title insurance. Further, Seller makes no representations or warranties with respect to the use, physical condition, occupation or management of the Property; compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health, or environmental matters or; compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYERS WILL RELY SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY ENVIRONMENTAL REPORT(S) OR ASSESSMENT(S) OBTAINED BY BUYERS IN MAKING ANY DECISIONS REGARDING THE SUITABILITY OF THE PROPERTY.

Upon Closing, Buyers will be deemed to have accepted the Property in “as is condition, with all faults,” including the location and extent of boundaries, the condition of all improvements, and the environmental condition of the Property.

6. Zoning, Safety and Regulatory Compliance. When title passes to the Buyers at Closing, the Property may immediately become subject to certain City of Lansing or State of Michigan (the “State”) laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property may not have previously been subject to because it was owned by the Seller. Buyers acknowledges that it has been advised that Property may not comply in certain substantial respects with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyers acknowledges that it will comply with all zoning and use requirements. The Buyers acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyers has had the opportunity to make a personal inspection of the Property. The Buyers further acknowledge that it is the Buyers’ responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

7. Fees and Commissions. Each party represents and warrants to the other that there is no person with whom it has contracted or dealt who may assert a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Agreement.

8. Notices. Notices under this Agreement must be delivered to the parties at the addresses above, unless otherwise provided in writing. All notices sent to Seller shall be directed to General Counsel with copy to the Corporate Secretary. Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

9. Buyers Representations and Warranties. Buyers represent and warrant to Seller:

9.1. Buyers have the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyers' obligations hereunder, and all requisite action necessary to authorize Buyers to enter into this Agreement and to carry out its obligations hereunder have been, or by the first Closing will have been, taken.

9.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyers which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

9.3. The Buyers have performed no waste or other act on the Property during its use which would subject Seller to any liability and will indemnify Seller for any such loss, expense, or liability to Seller related to their use of the Property.

9.4 The representation and warranties of Buyers will survive the Closing.

The foregoing representations shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations shall survive the Closing.

10. Intentionally Omitted.

11. Termination. If the Buyers fails to perform any of its obligations under this Agreement other than Closing, the Seller will provide written notice of default to the Buyers. If the Buyers fails to cure within fifteen (15) days after the Buyers' receipt of Seller's written notice, Seller may terminate this Agreement and pursue all remedies at law. If Buyers fails to close when required herein, the Seller may immediately terminate this Agreement by written notice to the Buyers, and Seller may seek to recover its damages from Buyers. If the Seller fails to perform any of its obligations under this Agreement other than Closing, the Buyers will provide written notice of default to the Seller. If the Seller fails to cure within fifteen (15) days after the Seller's receipt of Buyers' written notice, Buyers may terminate this Agreement.

12. Miscellaneous Provisions.

12.1. It is expressly understood and agreed that neither the Seller nor the Buyers may assign its interest under this Agreement or any portion thereof without the prior written

consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

12.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Agreement will be made only in the form approved by Seller and Buyers in writing.

12.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

12.4. This Agreement may be changed or modified only if in writing and signed by both parties.

12.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, Buyers will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyers with respect to the Property. The provisions of this Section will survive Closing.

12.6. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyers only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

12.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

12.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

12.9. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyers in connection with the transaction contemplated hereby. Buyers acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyers in connection with the transaction contemplated hereby are provided to Buyers as a convenience only and that any reliance on or use of such materials, data or information by Buyers will be at the sole risk of Buyers, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyers acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyers will be for general informational purposes only, (b) Buyers will not have any right to rely on such report delivered or made available by Seller to Buyers, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyers with respect thereto, and (c) neither Seller

nor the person or entity which prepared any such report delivered or made available by Seller to Buyers will have any liability to Buyers for any inaccuracy in or omission from any such report.

12.10. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

13. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced against Seller, its designee, agents or employees for any matter whatsoever arising out of this Agreement in any courts other than in Ingham County. Any lawsuit brought by Buyers to enforce any of the terms of this Agreement irrespective of the accrual or discovery of the claim must be filed and served within one year of the date Closing and will thereafter be forever barred.

14. Entire Agreement. This instrument constitutes the entire agreement between the Seller and the Buyers, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

SELLER:

City of Lansing, by its Board of Water and Light

By: Richard Peffley
Its: General Manager

Dated:

By: LaVella J. Todd
Its: Corporate Secretary

Dated:

BUYERS:

Gregory Douglass

Dated:

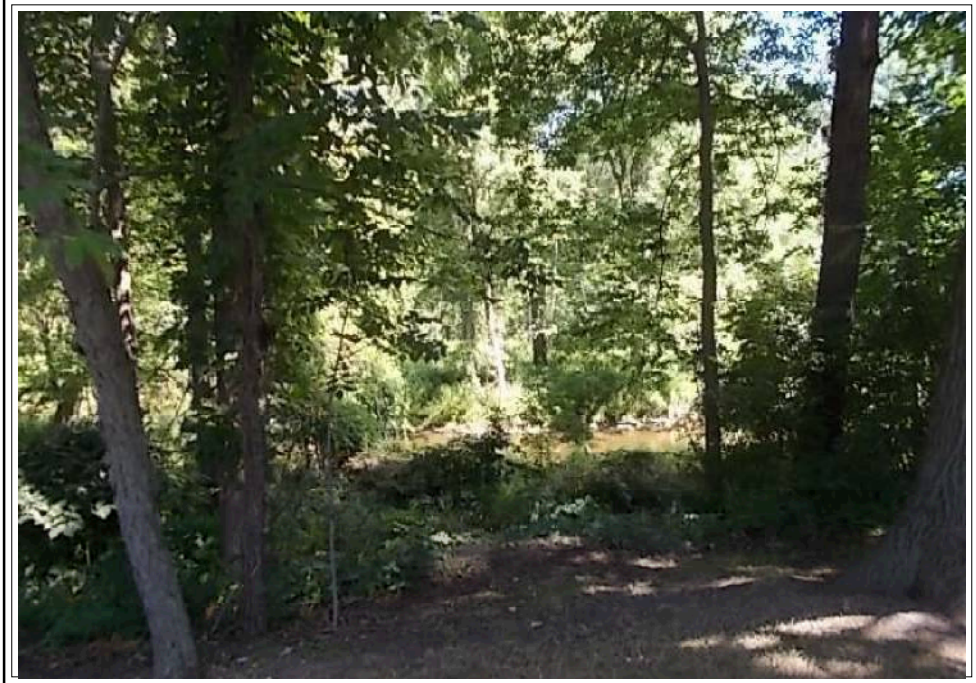
Mary Douglass

Dated: _____

EXHIBIT A

LOT 11 OF PINE-DELL, A SUBDIVISION ON THE NE ¼ OF SECTION 11, T3N, R2W, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, SAID PLAT RECORDED IN L. 25 ON PAGES 10 & 11 OF INGHAM COUNTY PLATS.

APPRAISAL OF



LOCATED AT:

Pine Dell Drive North
Lansing, MI 48911

CLIENT:

Lansing Board of Water and Light
General Accounting-PO Box 13007
Lansing, MI, 48901

AS OF:

August 2, 2022

BY:

Dennis R Goff
Certified Residential Appraiser

08/05/2022

Mr. Andrew Baumgartner

Lansing Board of Water and Light
General Accounting-PO Box 13007
Lansing, MI, 48901

File Number: 22-G195

Dear Mr. Baumgartner,

In accordance with your request, I have appraised the real property at:

Pine Dell Drive North
Lansing, MI 48911

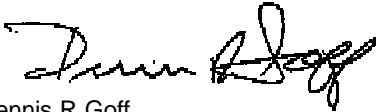
The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the defined value of the property as of August 2, 2022 is:

\$3,000
Three Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,



Dennis R Goff
Certified Residential Appraiser

Goff Appraisal Service, LLC
Land Appraisal Report

File No. 22-G195

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.									
	Client Name/Intended User Lansing Board of Water and Light		E-mail Andrew.Baumgartner@bwl.com							
	Client Address General Accounting-PO Box 13007		City Lansing State MI Zip 48901							
Additional Intended User(s) None										
Intended Use The intended use of this appraisal is to estimate Market Value of the subject property. The scope of this assignment is specific to the identified intended use.										
SUBJECT	Property Address Pine Dell Drive North		City Lansing State MI Zip 48911							
	Owner of Public Record Lansing Board of Water and Light		County Ingham							
	Legal Description (DP 5201) LOT 11 PINE-DELL.									
	Assessor's Parcel # 33-25-05-11-227-012		Tax Year 2021 R.E. Taxes \$ Exempt							
	Neighborhood Name Pine Dell		Map Reference Google Maps Census Tract 0053.02							
Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)										
SALES HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Prior Sale/Transfer: Date _____ Price _____ Source(s) _____									
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) _____									
	Offerings, options and contracts as of the effective date of the appraisal No listings in GLAR MLS, and no offerings known to the appraiser effective 8/2/2022.									
NEIGHBORHOOD	Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %			
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		PRICE AGE		One-Unit 50 %			
	Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Demand/Supply <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply		\$(000) (yrs)		2-4 Unit 2 %			
	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths		40 Low 0		Multi-Family 2 %			
	Neighborhood Boundaries Cavanaugh Rd to the North; Meridian Rd to the East; Harper Rd to the South; Waverly Rd to the West		750 High 125		Commercial 6 %		225 Pred. 60			
Neighborhood Description See Attached Addendum		Other Misc 40 %								
Market Conditions (including support for the above conclusions) See Attached Addendum										
SITE	Dimensions Irregular		Area .80 ac		Shape Irregular		View B; Water, Woods			
	Specific Zoning Classification R-1C		Zoning Description Residential							
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)									
	Highest and best use of the subject property See Attached Addendum									
	Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements—Type		Public Private			
Electricity <input checked="" type="checkbox"/> <input type="checkbox"/>		Water <input checked="" type="checkbox"/> <input type="checkbox"/>		Street Asphalt		<input checked="" type="checkbox"/> <input type="checkbox"/>				
Gas <input checked="" type="checkbox"/> <input type="checkbox"/>		Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/>		Alley		<input type="checkbox"/> <input type="checkbox"/>				
FEMA Special Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FEMA Flood Zone AE		FEMA Map # 26065C0142D		FEMA Map Date 08-16-2011				
Site Comments No survey was available for review by the appraiser. No apparent easements other than typical utility services and no readily observable encroachments. The subject site is in Flood Zone; the site drops off 20' +/- from edge of ROW to Sycamore Creek and is largely wooded wetlands. The site is not considered buildable due to flood zone and insufficient high ground to locate a home.										
MARKET DATA ANALYSIS	ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address Pine Dell Drive North		Onondaga Rd		317 E Cavanaugh Rd		Sandhill Rd			
	Lansing, MI 48911		Holt, MI 48842		Lansing, MI 48910		Lansing, MI 48911			
	Proximity to subject		4.55 miles SW		2.88 miles NW		0.79 miles NE			
	Sales Price		\$ 6,000		\$ 5,000		\$ 25,000			
	Price \$ /		0		0		0			
	Data Source		GLAR MLS#246506		GLAR MLS#244121		GLAR MLS#236557			
	Date of Sale and		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Time Adjustment		09/16/2020		06/10/2020		12/16/2019			
	Location		Suburban		Rural		Urban		Suburban	
Site/View		B; Water, Woods		N; Woods		N; Res		B; Water, Woods		
Size		.80 ac		1.00 ac		.25 ac		.46 ac		
Buildable		No		Yes		Yes		Yes		
Sales or Financing Concessions										
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0				
Indicated Value of Subject		Net Adj. 0.0%		Net Adj. 0.0%		Net Adj. 0.0%				
		Gross Adj. 0.0%		Gross Adj. 0.0%		Gross Adj. 0.0%				
Summary of Sales Comparison Approach The sales comparison approach was not completed for this assignment. The subject is a unique property due to location on Sycamore Creek and wooded setting; however it has insufficient high ground to function as a building site. Extensive searches were made to find a similar non-buildable waterfront and wooded setting; searches included a 20 mile radius for waterfront sites, and for all sites under \$10,000. None of the available sales were comparable since they were all identified as buildable sites. The sales shown on the grid are for informational purposes. No adjustments were applied. See addendum for comments and valuation.										
RECONCILIATION	Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report as of 08/02/2022 , which is the effective date of this appraisal, is:									
	<input checked="" type="checkbox"/> Single point \$ 3,000 <input type="checkbox"/> Range \$ _____ to \$ _____ <input type="checkbox"/> Greater than <input type="checkbox"/> Less than \$ _____									
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to the following: _____										

Goff Appraisal Service, LLC
Land Appraisal Report

File No. 22-G195

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	Pine Dell Drive North Lansing, MI 48911	Sandhill Rd Lansing, MI 48911		Meridian Rd Okemos, MI 48864			
Proximity to subject		0.79 miles NE		7.70 miles NE			
Sales Price	\$		\$ 27,999		\$ 7,900		\$
Price \$/	0		0		0		
Data Source		GLAR MLS#267402		GLAR MLS#259459			
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Location	Suburban	Suburban		Rural			
Site/View	B; Water,Woods	B; Water,Woods		B;Woods			
Size	.80 ac	.46 ac		.95 ac			
Buildable	No	Yes		No (40x1062)			
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Net Adj.	0.0%	Net Adj.	0.0%	Net Adj.	%
		Gross Adj.	0.0%	Gross Adj.	0.0%	Gross Adj.	%

Summary of Sales Comparison Approach See Addendum

ITEM	SUBJECT	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	Pine Dell Drive North Lansing, MI 48911						
Proximity to subject							
Sales Price	\$		\$		\$		\$
Price \$/	0						
Data Source							
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.	DESCRIPTION	+(-) Adjust.
Location	Suburban						
Site/View	B; Water,Woods						
Size	.80 ac						
Buildable	No						
Sales or Financing Concessions							
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value of Subject		Net Adj.	%	Net Adj.	%	Net Adj.	%
		Gross Adj.	%	Gross Adj.	%	Gross Adj.	%

Summary of Sales Comparison Approach _____

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.
9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Any party other than the named client that relies on this report does so at their risk.

The appraiser used data from a variety of sources, including the local MLS system and county records, and researched data on recent comparable sales in the general market area. The sales comparison approach was determined to provide no relevant data and was not developed. The appraiser has summarized relevant analysis and conclusions in this report, but additional pertinent information may also be found in the appraiser's files.

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

None

Definition of Value: Market Value Other Value: _____

Source of Definition: "The Appraisal of Real Estate" Twelfth Edition, Appraisal Institute, Chicago, IL

The most probable price which a specified interest in real property is likely to bring under all of the following conditions:

1. Consummation of a sale occurs as of a specified date.
2. An open and competitive market exists for the property interest appraised.
3. The buyer and seller are each acting prudently and knowledgeably.
4. The price is not affected by undue stimulus.
5. The buyer and seller are typically motivated.
6. Both parties are acting in what they consider their best interest.
7. Marketing efforts were adequate and a reasonable time was allowed for exposure to the open market.
8. Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDRESS OF THE PROPERTY APPRAISED:

Pine Dell Drive North

Lansing, MI 48911

EFFECTIVE DATE OF THE APPRAISAL: 08/02/2022

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 3,000

APPRAISER

Signature: 
 Name: Dennis R Goff

Company Name: Goff Appraisal Service LLC

Company Address: 420 S Waverly Rd

Lansing, MI 48917

Telephone Number: 517-749-7777

Email Address: denrgoff@gmail.com

State Certification # 1204070051

or License # _____

or Other (describe): _____ State #: _____

State: MI

Expiration Date of Certification or License: 07/31/2024

Date of Signature and Report: 08/05/2022

Date of Property Viewing: 08/02/2022

Degree of property viewing:

Did personally view Did not personally view

SUPERVISORY APPRAISER

Signature: _____
 Name: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

State Certification # _____

or License # _____

State: _____

Expiration Date of Certification or License: _____

Date of Signature: _____

Date of Property Viewing: _____

Degree of property viewing:

Did personally view Did not personally view

ADDENDUM

Client: Lansing Board of Water and Light

File No.: 22-G195

Property Address: Pine Dell Drive North

Case No.:

City: Lansing

State: MI

Zip: 48911

Neighborhood Description

Subject neighborhood is made up of single family dwellings and related land uses in a suburban setting with the subject fitting the pattern of development. The location provides access to employment, shopping and schools. Subject is in the Holt School District.

Miscellaneous land uses include some or all of the following: office and health services, public/institutional/facilities, transportation and parking, parks and open space.

These uses have no impact on marketability.

Neighborhood Market Conditions

The appraiser reviewed statistics for all relevant land sales in the defined neighborhood and market area for the last 3 years beginning 8/5/2019 on an annual basis.

The average sale price declined from \$49,964 in the first year to \$36,926 in the second year, and increased to \$56,918 in the third year.

The median sale price increased from \$25,000 in the first year to \$30,000 in the second year, and to \$38,500 in the third year.

The sales per year were 14, 17, and 11 and . There are currently 36 active listings in the market segment, with an average price of \$67,492 and median price of \$69,900.

The current sale price / list price ratio is 88% .

The market is considered to be increasing but oversupplied based on review of above data.

Highest and Best Use

The subjects' current use as vacant creekfront site is the highest and best use. It is legally permissible, physically possible, financially feasible, and maximally productive.

The present zoning, effective demand, and feasibility of alternate uses were considered in developing this conclusion.

Valuation Comments

A. Comparable Properties shown on sales grid:

1. Onondaga Rd: This site is 1 acre and has been used by adjoining owner for gardening; it is considered buildable due to size and elevation and includes a well and electrical service.

2. E Cavanaugh Rd: This site is a buildable site in Lansing city area in area of home values ranging from \$70,000 to \$120,000; it is considered a lower value location than subject and has no view features of woods or water.

3. Sandhill Rd: This site is in close proximity to the subject and sold in 2019 for \$25,000 and has similar view and features to the subject; but it has high and buildable ground.

4. Sandhill Rd: This site is same site as #3 above. It is currently an active listing at \$27,999.

5. Meridian Rd: This site is wooded and in area similar to the subject. It is not considered buildable due to width / depth ratio. (40x1062)

B. Additional properties considered and not on sales grid:

1. 2900 Pine Tree Rd: This property is directly across Pine Tree Rd and the Sycamore Creek from the subject. It includes a large newer ranch style home on 2.6 acres. This property is not a sale and was examined for indication of site value based on Assessors Value because it has exposure to Sycamore Creek flood zone area and is in close proximity. The site is valued at \$51,574 which is \$19,836 per acre.

2. 2758 Pine Tree Rd: This property includes a large home at corner of Pine Tree and Dell Rds, and has 27.5 acres; the North end of the site is directly across Pine Tree Rd from the subject and is exposed to Sycamore Creek flood zone area. This property is also not a sale and was examined for indication of site value based on Assessors Value. It is valued at \$269,717 or \$9,790 per acre.

C. Additional value considerations based on data from Ingham County Equalization Department; Bill Fowler:

Because of lack of sales considered comparable to the subject the appraiser requested data from the Equalization Department on land values in Delhi Township.

There is no direct category for non-buildable land.

The closest indicators of value for the subjects' features are in the agricultural land category.

Tillable agricultural land:	\$6,000 per acre
Non-tillable land:	\$3,000 per acre
Wooded land:	\$2,500 per acre
Wetlands:	\$1,500 per acre

Reconciliation of Data Considered Above

ADDENDUM

Client: Lansing Board of Water and Light

File No.: 22-G195

Property Address: Pine Dell Drive North

Case No.:

City: Lansing

State: MI

Zip: 48911

The best available sales and listings indicators of value range from \$5,000 to \$7,900.

The Assessors Values of land in immediate vicinity range from \$9,800 to \$19,800 per acre; however they include large portions of normal buildable land and are not from sales data.

The Equalization Departments values for similar land range from \$1,500 to \$3,000 per acre and are derived from sales used for 2021 Land Sales Study.

The applicable values range from \$1,500 to \$7,900, with the high number reflecting a list price rather than a sale.

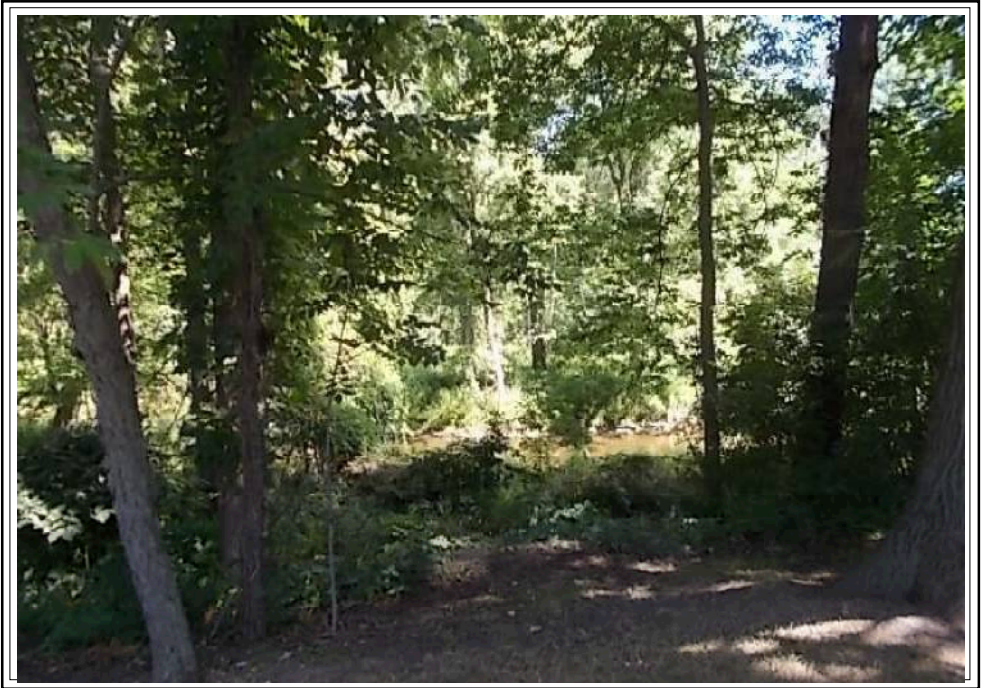
The subject is considered to be roughly 1 acre for this analysis.

Most weight is given to Land Sales Study data of \$1,500 to \$3,000 per acre with some consideration given to sales of sites shown on the grid.

Value conclusion is \$3,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Client: Lansing Board of Water and Light	File No.: 22-G195
Property Address: Pine Dell Drive North	Case No.:
City: Lansing	State: MI Zip: 48911



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: August 2, 2022
Appraised Value: \$ 3,000



**REAR VIEW OF
SUBJECT PROPERTY**

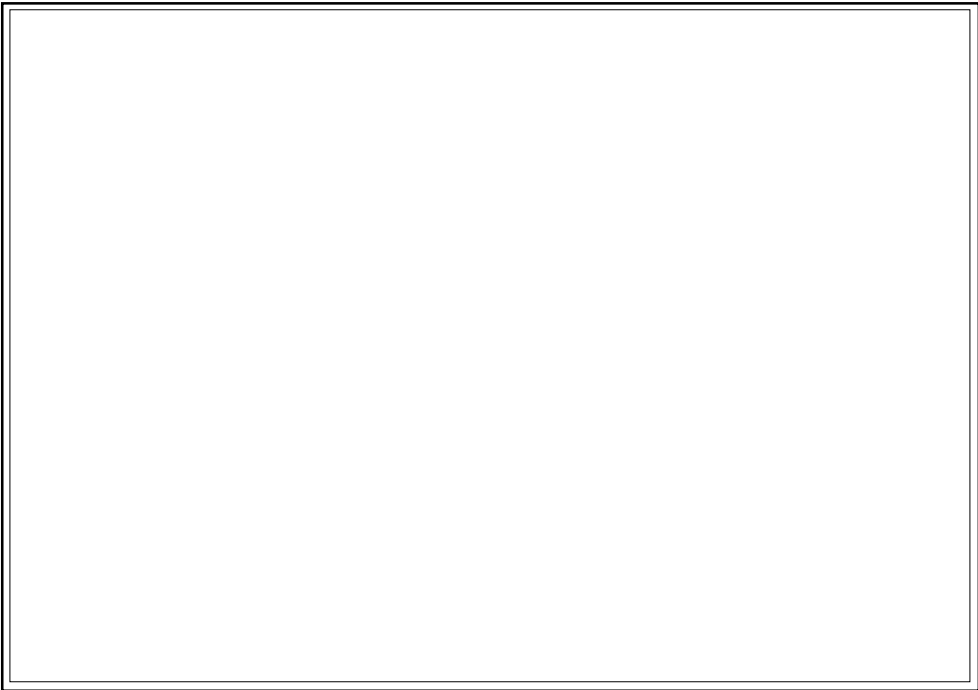
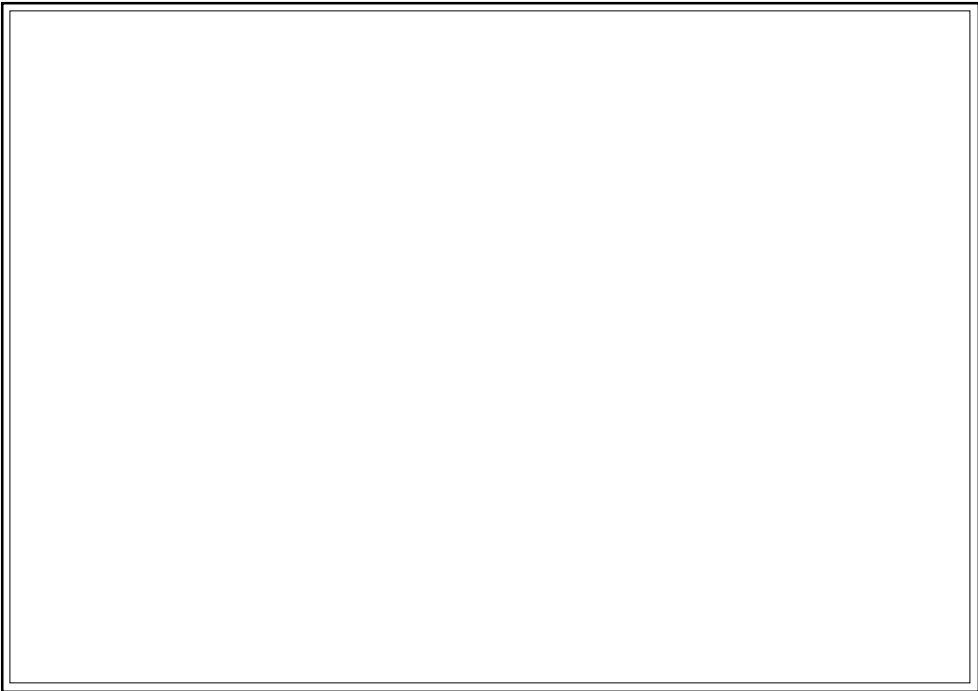


STREET SCENE

Client: Lansing Board of Water and Light	File No.: 22-G195
Property Address: Pine Dell Drive North	Case No.:
City: Lansing	State: MI Zip: 48911



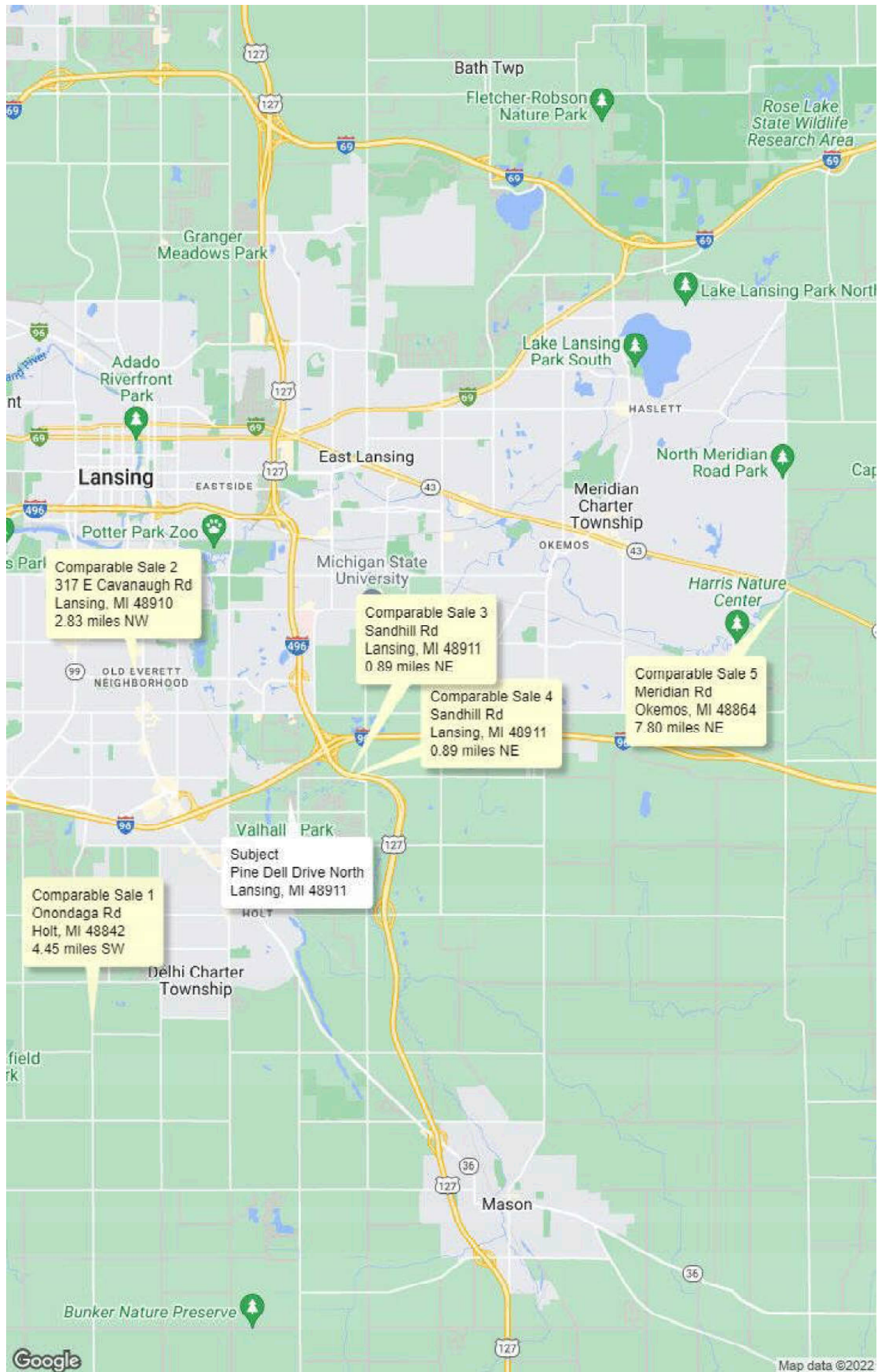
Opposite Street view



LOCATION MAP

Client: Lansing Board of Water and Light
Property Address: Pine Dell Drive North
City: Lansing

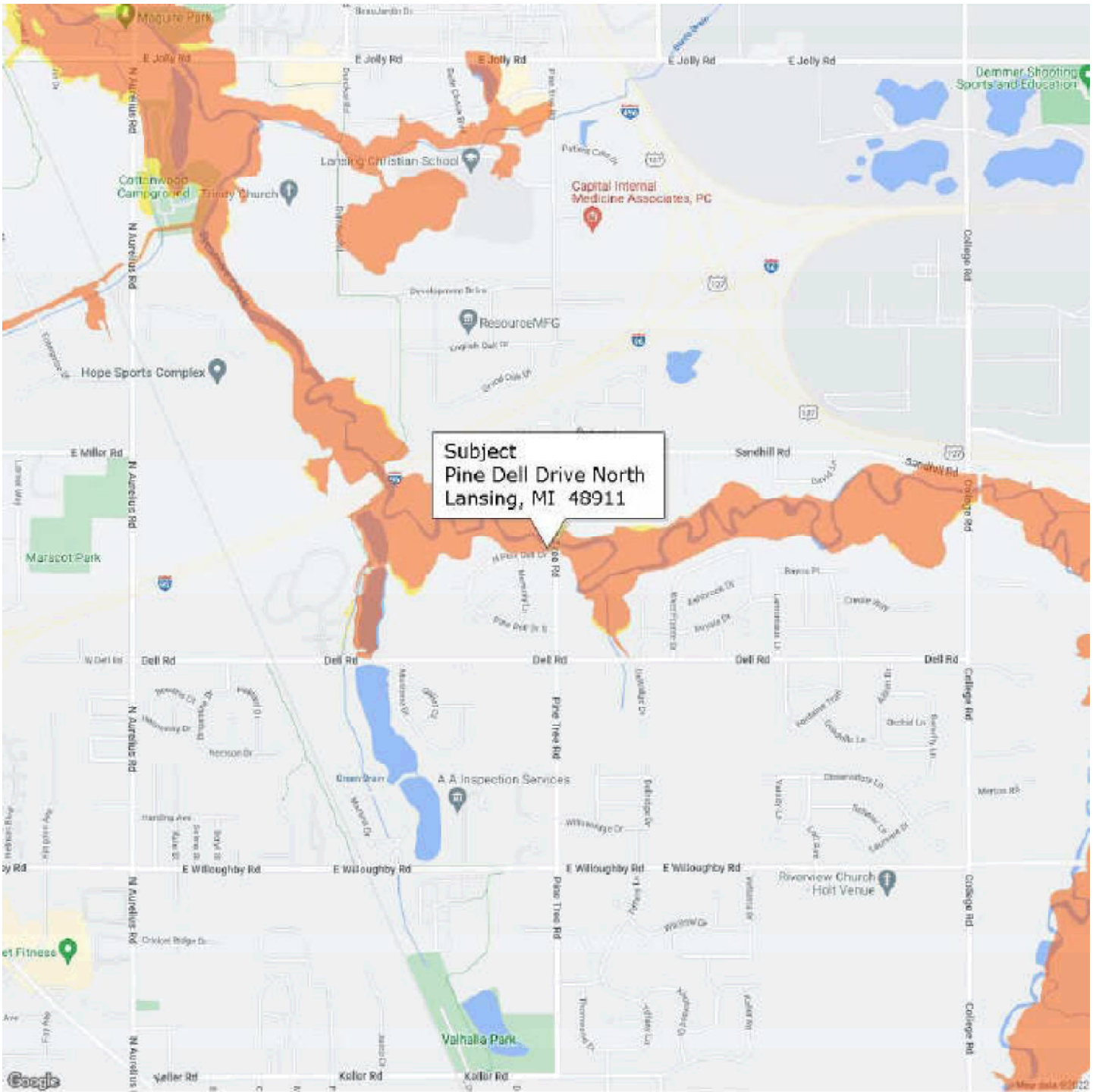
File No.: 22-G195
Case No.:
State: MI Zip: 48911



FLOOD MAP

Client: Lansing Board of Water and Light
 Property Address: Pine Dell Drive North
 City: Lansing

File No.: 22-G195
 Case No.:
 State: MI Zip: 48911



FLOOD INFORMATION

Community: Charter Township of Delhi
 Property is in a FEMA Special Flood Hazard Area - High Risk
 Map Number: 26065C0142D
 Panel: 26065C0142
 Zone: AE
 Map Date: 08-16-2011
 FIPS: 26065
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

AERIAL MAP

Client: Lansing Board of Water and Light
Property Address: Pine Dell Drive North
City: Lansing

File No.: 22-G195
Case No.:
State: MI Zip: 48911



Client: Lansing Board of Water and Light
Property Address: Pine Dell Drive North
City: Lansing

File No.: 22-G195
Case No.:
State: MI Zip: 48911

QUALIFICATIONS/RESUME:

DENNIS R. GOFF

LICENSE: State Certified Residential Appraiser, Brokers License

EDUCATION: B.A. Michigan State University, General Business, 1968

Course 1, Real Estate Office Management, NIREB, 1971

Course 1-A, Real Estate Appraisal, American Institute of Real Estate Appraisers, 1972

Guaranteed Sales Plan Clinic, Real Estate Marketing Institute, 1979

Real Estate Seminars, Legal Updates and Continuing Education, 1968-2019

Appraisal Continuing Education 2003 - 2022

EXPERIENCE: Appraisals with Van Ells Appraisal Service since April 2003, and also Goff Appraisal Service since January 2007

Actively engaged in Residential, Income, Limited Commercial and New Construction Real Estate as an Agent and Manager 1968 to 2003, and as Appraiser since 2003

Appraisal Clients include: IBM, Consumers Power Co., Argonaut Division of General Motors, many local Attorneys, Trust Departments, and individuals.

Current Clients and Approvals: Fifth Third Bank, Huntington National Bank, Independent Bank, MSUFCU, Member First Services, Mercantile Bank, Amerifirst Home Mortgage, numerous Appraisal Management companies

New Construction sales, marketing and management with Duane Bone Builders and Nilson Company

Approved for FHA and USDA

PROFESSIONAL: Greater Lansing Association of Realtors

- Served as President in 1984
- Named Lansing Realtor of the Year 1985

Michigan Association of Realtors

- Served as President in 1994
- Named Michigan Realtor of the Year 1990

National Association of Realtors

- Served on Board of Directors and Committees
- Attended numerous National Meetings and Conventions

Board of Brokers and Salespersons, State of Michigan

- Served on Licensing and Administrative Board for Real Estate for 8 years, 1995 through 2002
- Served as Chairman for 2 years, 2001 through 2002

Client: Lansing Board of Water and Light
Property Address: Pine Dell Drive North
City: Lansing

File No.: 22-G195
Case No.:
State: MI Zip: 48911

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER
LICENSE

DENNIS ROBERT GOFF

LICENSE NO. EXPIRATION DATE
1204070051 07/31/2024 22129170510

DENNIS ROBERT GOFF
1007 JAMES STREET
PORTLAND, MI 48875

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER LICENSE

DENNIS ROBERT GOFF

LICENSE NO.
1204070051

EXPIRATION DATE
07/31/2024

22129170510

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN

***** INVOICE *****

File Number: 22-G195

08/05/2022

Mr. Andrew Baumgartner

Invoice # : 22-G195
Order Date :
Reference/Case # :
PO Number :

Pine Dell Drive North
Lansing, MI 48911

GPAR Land Appraisal	\$	300.00
	\$	-----
Invoice Total	\$	300.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	300.00

Terms: Due Per Agreement

Please Make Check Payable To:

Goff Appraisal Service, LLC
420 S Waverly Rd
Lansing, MI 48917

Fed. I.D. #: 30-0791993

Goff Appraisal Service, LLC
517-749-7777

EXHIBIT A

LOT 11 OF PINE-DELL, A SUBDIVISION ON THE NE ¼ OF SECTION 11, T3N, R2W, DELHI TOWNSHIP, INGHAM COUNTY, MICHIGAN, SAID PLAT RECORDED IN L. 25 ON PAGES 10 & 11 OF INGHAM COUNTY PLATS.

Commonly known as v/l Pine Dell Drive, Lansing, Delhi Charter Township, Michigan

Proposed Resolution
Disposition of Real Property

RESOLVED, that the Board of Commissioners hereby recommends that Lansing City Council grant the conveyance of certain real property titled to and occupied and maintained by the Board of Water and Light (“BWL”), specifically described on Exhibit A (“Property”); and

FURTHER RESOLVED, the General Manager of the Board of Water and Light is authorized to execute all documents to effectuate this disposition of the Property grant once approved by the Lansing City Council.

Motion by Commissioner _____, **Seconded** by Commissioner _____ to approve the Resolution for the Disposition by Sale of Real Property at a Board meeting held on _____, 2023.

Action: Motion Carried

Staff Comments: Greg and Mary Douglass own the parcel adjacent to the Property and have a license agreement with the BWL for an encroaching driveway and shed and they asked to purchase the Property. The Property is only .8 acres and is located in a flood zone, making it undesirable for develop. BWL has neither used nor does it intend to use the Property. An appraisal was obtained to establish the purchase price (\$3,000.00) and BWL has confirmed that neither the City of Lansing nor the Lansing School District has any need for the Property.



BWL TRAVEL & EXPENSE POLICY

Proposed Revisions

Committee of the Whole
May 9, 2023
Effective July 1, 2023



POLICY OVERVIEW



- This policy is applicable to all Commissioners, Board Appointees and Board Employees
- Previously known as the Travel and Reimbursement Policy
- Proposed expansion to include business expenses such as meals and light refreshments, retirement celebrations, mileage, and employee recognition
- Reorganized and restructured to be consistent with more recent policies and to include the additional proposed language
- Proposed effective date of July 1, 2023

OVERNIGHT AND/OR OUT-OF-STATE TRAVEL REVISIONS

- Non-voting Commissioners have been added to provide alignment with the Rules of Procedure
- Commissioner per diem rates for meals and incidentals of \$100 and \$10, respectively, have been combined into a single \$110 per diem rate for added ease of administration
- Guests may accompany travelers however any resulting increase in cost is the responsibility of the traveler
- Board appointees are subject to the same standard limit for meals as employees which has been increased from \$70 per day to \$75 per day
- The time allowance for submission for reimbursement has been reduced from 60 days to 45 days
- Reference to investment fiduciaries has been removed

BUSINESS EXPENSES

- **Meals and Light Refreshments**
 - This section outlines the requirements and allowances related to the purchase of meals and light refreshments for various activities
 - Limits allowed meals to \$25 per expected participant
 - Limits allowed refreshments to \$5 per expected participant
- **Retirement Celebrations**
 - This section outlines the requirements and allowances associated with celebrations for BWL retirements
- **Mileage**
 - This section defines what qualifies as reimbursable versus non-reimbursable mileage
- **Employee Recognition**
 - This section outlines the requirements and allowances associated with expenditures for employee recognition



QUESTIONS?



Sec: xx - xx

LANSING BOARD OF WATER & LIGHT

POLICY

TRAVEL & EXPENSE

EFFECTIVE: JULY 1, 2023

COMMISSION

POLICY

TYPE: COMMISSION

SCOPE: This policy ("Policy") applies to all expenses related to business travel and certain other business expenses as described herein. This Policy is applicable to the Board of Commissioners ("Board" or "Commissioners"), Board appointees ("Board Appointees"), and all BWL employees ("Employees"), each also referred to as "Traveler."

PURPOSE: This Policy is intended to provide guidance regarding the proper treatment of all expenses within its scope. Due to complex and ever-changing utility industry requirements, it is essential for Commissioners, Board Appointees, and Employees to be well-informed on issues of importance to BWL's operation and business model. Commissioners, Board Appointees, and Employees are encouraged and occasionally required to attend seminars, meetings, or other programs that provide information impacting the BWL, requiring business travel.

The BWL also periodically requires expenditures for food and events in the ordinary course of business. This Policy is intended to provide for consistent treatment of these expenditures and is neither all-inclusive nor meant to address every possible situation which may arise. Questions about specific situations not addressed within this Policy should be addressed to TravelandExpense@lbwl.com.

While responsible and sound judgment should be used when expending BWL funds, particular care should be exercised for food and event expenses. Employees responsible for making decisions concerning such expenditures should always consider whether the proposed expense represents an appropriate use of BWL funds.

This Policy is designed to accomplish the following key objectives:

- Provide a clear and consistent understanding of policies and procedures for business expenses;
- Provide a clear understanding of what constitutes a legitimate business expense;
- Provide reimbursement for legitimate business expenses when initially paid with personal funds; and
- Provide the appropriate level of accounting and business controls.

POLICY: All individuals covered by this Policy must comply with its provisions.

OVERNIGHT AND/OR OUT-OF-STATE TRAVEL

Advance Approval:

For Commissioner travel, all overnight and/or out-of-state business travel is required to be in accordance with the Board's Rules of Procedure.

For Board Appointee travel, advance approval for all overnight and/or out-of-state business travel is required and the Travel & Reimbursement Form ("Form") must be signed by the Board Chair prior to incurring any business travel expenses.

For Employee travel, advance approval for all overnight and/or out-of-state business travel is required and the Travel & Reimbursement Form ("Form") must be signed by the Employee's manager and director level or above prior to incurring any business travel expenses.

Registration Fees:

Registration fees or similar expenses for training, meetings, conferences, or seminars are allowable expenses.

Lodging:

- a. **Room Rates:** Actual expenses for lodging will be allowed up to the offered group rate or the lowest rate charged at the hotel facility housing the conference or seminar. If the conference facility upgrades the room rate based on availability at the time of registration, the upgrade shall be allowed.
- b. **Personal Guests:** If a Traveler is accompanied by a personal guest, the BWL will only reimburse at the single room rate. Accommodations such as different room types, extra rooms, and other special amenities for personal guests shall be arranged by the Traveler and paid directly to the hotel via a personal credit card or other means of personal payment.
- c. **Discounts:** Many hotels offer discounts to non-profit and governmental agencies. When making lodging arrangements, this discount should be requested.

Transportation:

- a. **Travel Rate:** Commercial airline or rail travel, including baggage, will be allowed for Main Cabin seating. Non-Refundable Main Cabin is the allowable booking class for all domestic flights.
- b. **Pre-Existing Medical Conditions:** If a medical condition necessitates upgraded travel, the Traveler must provide their BWL Human Resources representative with a physician's note for approval before booking transportation.
- c. **Rental Cars:** Rental cars and associated fuel expenses will be allowed up to the cost of a mid-size automobile or smaller only if taxis or other means of transportation are less economical or otherwise impractical. Justification for a rental car must be included with the Form.
- d. **Public Transportation and Parking:** Taxis or similar transportation, bus, subway, shuttle, and parking costs, including associated tips up to twenty percent (20%), will be allowed.
- e. **Mileage:** Mileage incurred using the Traveler's personal vehicle will be paid at the current IRS allowable rate.
- f. **Fiscal Responsibility:** To optimize cost savings, Travelers should make every attempt to make travel arrangements thirty (30) or more days before travel.
- g. **Personal Upgrades:** When a more expensive transportation option is selected, documentation of the comparative transportation cost, such as coach vs. first-class airfare, must be provided. The Traveler may use personal miles or coupons to upgrade to first class or pay personally for the price difference between a coach and first class. When the Traveler chooses a more expensive travel option, such as first class or driving a vehicle rather than flying, the Traveler is responsible for paying the difference in price. Additional costs, such as lodging and meals, incurred due to an individual's decision to use a less time-efficient mode of transportation must be paid for by the Traveler.
- h. **Missed Flights:** If the Traveler misses a flight for personal reasons, the Traveler may be responsible for the non-refundable costs.

Meals & Incidentals:

Commissioner: When the Traveler is a Commissioner, the meal allowance will be based on a per diem rate of one hundred and ten dollars (**\$110**) per day of travel in the aggregate, including tip, applicable tax and incidentals. Except for meal and incidental receipts, original itemized receipts for all allowable expenses shall be obtained and retained to substantiate the expense. All expenses must be summarized on the Form and submitted for review and approval in accordance with the Rules of Procedure.

Board Appointee: When the Traveler is a Board Appointee, the meal allowance will be based on the actual cost incurred not to exceed seventy-five dollars (**\$75**) per day of travel in the aggregate (no prorated individual meal limit), including applicable tax and up to a twenty percent (**20%**) tip. Incidental expenses, such as tips given to porters, baggage carriers, and hotel staff considered reasonable, will be allowed up to ten dollars (**\$10**) per day in the aggregate. If an itemized receipt cannot be reasonably obtained, the expense must be documented, including location, date, and a description of the expense. Original itemized receipts for all allowable expenses shall be obtained and retained to substantiate the expense. All expenses must be summarized on the Form and submitted for review and approval by the Board Chair. The General Manager may deviate from these limits for legitimate business reasons, however substantiation and approval requirements still apply.

Employee: When the Traveler is an Employee, the meal allowance will be based on the actual cost incurred not to exceed seventy-five dollars (**\$75**) per day of travel in the aggregate (no prorated individual meal limit), including applicable tax and up to a twenty percent (**20%**) tip. Incidental expenses, such as tips given to porters, baggage carriers, and hotel staff considered reasonable, will be allowed up to ten dollars (**\$10**) per day in the aggregate. If an itemized receipt cannot be reasonably obtained, the expense must be documented, including location, date, and a description of the expense. Original itemized receipts for all allowable expenses shall be obtained and retained to substantiate the expense. All expenses must be summarized on the Form and submitted for review and approval by the Employee's direct supervisor.

Cancellation Policy:

If a Traveler cancels travel for personal reasons and the BWL cannot obtain a refund, the Traveler may be held responsible for the expenses incurred.

BUSINESS EXPENSES

Certain business expenses are allowed provided they are ordinary, not lavish and/or extravagant, and are directly related to or associated with BWL's core business function. The following information and documentation is required for such business expenses:

- Specific purpose as it relates to BWL's core business function (e.g. "Dinner with legislator to discuss pending changes to PA95" is an appropriately documented business purpose, but "Dinner with legislator" is not);
- Names, titles, and affiliations of recipients unless more than 10. For a group of more than 10, a description of the group will suffice;
- Date of purchase;
- Name of establishment;
- Total amount of purchase; and
- Itemized receipt, including any tip/fees.

Meals & Light Refreshments

With the pre-approval of a department's executive director, a meal may be provided at a BWL business meeting in which an Employee is giving up their personal lunch or dinner period to conduct BWL business. A formal business discussion must be the primary purpose of the meeting.

Although BWL funds may be used to provide a meal at a workshop, orientation, training, monthly staff meeting or other BWL sponsored event, the coordinator should attempt to schedule the event with enough notice and avoid conflicts with lunch and dinner periods.

Light refreshments may be provided for meetings or events that are scheduled outside of lunch and dinner periods and are subject to dollar limits as described herein.

Food provided to customers, vendors, and other business associates (non-BWL) are permissible under this Policy when directly related to or associated with the BWL's core business function.

All food items should be based on the expected attendance at the event. The dollar limit per participant is **\$25** for an allowable meal and **\$5** for a light refreshment and includes tip and other related fees such as surcharge and delivery.

Meals are also permitted in accordance with the IBEW Local Union 352 Contract under Article IX, Section 8.

Meals provided to Employees only are not allowed unless specifically permitted by this Policy.

Retirement Celebrations:

BWL funds may be used for the official retirement of an Employee and light refreshments may be provided as permitted by this Policy. The retirement celebration should be limited to a duration of 2 hours or less at the end of the Employee's work

shift and adhere to all BWL safety policies and practices. All announcements, posters, banners or signage for the retirement celebration must be ordered through BWL's Print Shop and not created nor distributed by other Employees.

Mileage:

When using a personal vehicle for in-state business travel, Employees will be paid at the current IRS allowable rate through BWL's payroll system. Allowable mileage expense shall include travel between the office and a second business-related location. Travel between your home or remote work location and the office is NOT an allowable mileage expense.

Employee Recognition:

Expenditures for Employee recognition such as successful completion of a significant project or assignment by a team or individual are permitted only with executive director approval and may include a celebratory event, BWL clothing, promotional item or a gift card with NO CASH VALUE.

Non-Allowable Expenses:

The BWL is a public entity, and individuals representing the company are expected to act in the best interest of the BWL and its ratepayers. Examples of expenses that are not allowed include, but are not limited to, the following:

- Personal purchase of any type or value;
- Cash advance
- Alcoholic beverage;
- Guest travel expense;
- Special conference activity;
- Golf course, tennis court, or similar fee;
- Sporting equipment;
- Traffic and/or parking violation;
- Travel insurance (unless approved at the director level or above for a specific business need or purpose);
- Milestone event such as a wedding, birthday, work anniversary, baby shower, or farewell
- Department event for **non-business purpose** such as a holiday party or use of the Lugnuts Suite;
- Food and beverage not otherwise permitted by this Policy; and
- Amounts exceeding the allowable amounts for expenses permitted by this Policy.

Reimbursement:

Reimbursement requests including required substantiation must be entered and submitted into the Accounts Payable system within forty-five (45) days of the incurred date. The only exception to this requirement is for meals per the IBEW Local Union 352 Contract under Article IX, Section 8 which may be reimbursed through BWL's Petty Cash process. Any request submitted beyond forty-five (45) days may not be reimbursed.

Sales Tax:

The BWL is exempt from Michigan state sales tax and individuals should ask that tax not be charged for expenses incurred in the State of Michigan. The sales tax exemption form is located on BWL's intranet site and should be provided as requested.

Waiver:

There may from time to time be good reason to grant exceptions to this Policy. Requests for exceptions should be infrequent, supported by a sound business rationale and well documented. When the need for a waiver is known in advance of the expense, the request should be made in advance. Requests for waivers from Employees must be approved by a director and the Chief Financial Officer. Authority to grant waivers for Board Appointees is governed by Board resolution and for Commissioners by the Board's Rules of Procedure or Resolution.

REFERENCES: Travel & Reimbursement Form, Board's Rules of Procedure

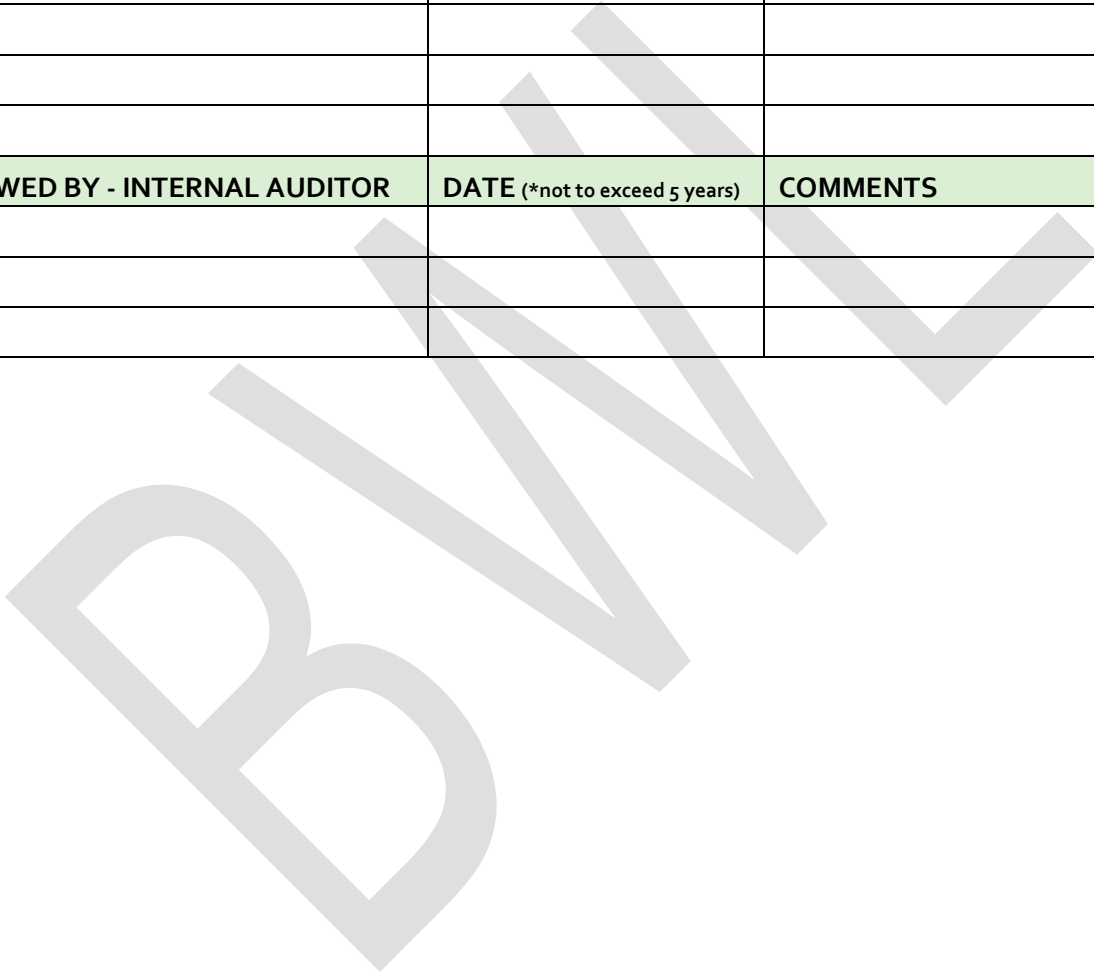
RESPONSIBLE AREA & DEPT NAME: Accounting

EXECUTIVE DIVISION: CFO & Corporate Services

EXECUTIVE RECORD OF APPROVAL DATE: Click or tap to enter a date.

POLICY REVIEW: (This Policy **MUST** be reviewed at least every 4 years by the responsible area (RA), unless specified otherwise).

REVIEWED BY	DATE	DUE DATE NEXT REVIEW
REVIEWED BY - INTERNAL AUDITOR	DATE (*not to exceed 5 years)	COMMENTS



Proposed Resolution
Travel & Expense Policy

WHEREAS, the Board of Commissioners (“Board”) adopted a Travel & Reimbursement Policy (“Policy”) on March 27, 2018, with an effective date of May 1, 2018, which superseded the previously adopted Travel & Reimbursement Policy dated March 28, 2017; and

WHEREAS, BWL staff has conducted a review of the Policy and determined revision and clarification to the terms of the Policy would enhance understanding and compliance with the Policy;

WHEREAS, the Policy title was changed to Travel & Expense Policy to reflect the revisions and clarifications to the terms; and

NOW, THEREFORE, BE IT RESOLVED, that the Board adopt the Policy effective July 1, 2023, as presented.

FURTHER RESOLVED, that the Travel & Reimbursement Policy, effective May 1, 2018, is superseded by the Travel & Expense Policy as of July 1, 2023.

Motion by Commissioner _____, **Seconded** by Commissioner _____ to adopt the Travel & Expense Policy at a Board meeting held on _____, 2023.