LANSING BWL

Hometown People. Hometown Power.

Rules & Regulations

Effective October 1, 2026


CAUTION

Steam Rules & Regulations

LANSING BWL

Hometown People. Hometown Power.

Steam Rules & Regulations

LANSING BWL

Hometown People. Hometown Power.

Contents

Rule 1. Definitions 151
Rule 2. General Provisions 153
2.1 General Provisions 153
2.2 Collection, Use, and Privacy of Customer Information 154
Rule 3. Characteristics of Service 155
3.1 Character of Service 155
3.2 Availability of Service 155
3.3 Agreements 156
3.4 Material Availability 156
Rule 4. Use of Service 157
4.1 General 157
4.2 Access and Damages 157
4.3 Customer Piping and Equipment 158
4.4 Steam Quality and Disturbances 158
4.5 Improper Use and Tampering 158
4.6 Disconnection of Service 159
Rule 5. Metering 160
5.1 General 160
5.2 Sizing, Installation, and Ownership 160
5.3 Equipment Location 161
5.4 Meter Calibration Request 161
5.5 Damaged Metering Equipment 162
Rule 6. Application of Rates 163
6.1 General 163
6.2 Resale of Steam 163
6.3 Choice of Rates 164
6.4 Billing 164
6.5 Minimum Charges 164
6.6 Rental Property Automatic Leave-On "ALO" Service 164
Rule 7. Bills and Payments 166
7.1 Responsibility for Payment of Bills 166
7.2 Estimated Consumption 167
7.3 Billing Errors 167
7.4 Account Security Deposits 167
7.5 Levelized Payment/Budget Bill Program 168

Rule 8. Dispute and Hearing Procedure 170
8.1 Disputes 170
8.2 Independent Hearings 170
Rule 9. Distribution System Extensions 172
9.1 General 172
9.2 Request for Distribution System Extension 172
9.3 Ownership 172
9.4 Availability of Distribution System Extension 172
9.5 Installation of Distribution System Extension 172
9.6 Deposit 173
9.7 Refunds of Deposit 173
9.10 Adequate Temperature, Pressure, and Flow Capacity 174
9.11 Economic Development Offsets 174
9.12 Easements 174
9.13 Tree Removal Permits 174
9.14 Non-Standard Equipment 174
9.15 Non-Standard Construction 175
9.16 Other Facilities 175
9.17 Construction Date of Distribution System Extension 175
9.18 Steam Facility Relocations and Removals 175
Rule 10. Services 176
10.1 General 176
10.2 Application for Services 177
10.3 Steam Service 177
10.4 Steam Facility Relocations and Removals 179
Rule 11. Condensate and Master Trap 180
11.1 General 180
11.2 Condensate 180
11.3 Master Trap 180
11.4 Condensate (Surge) Tanks 181
11.5 By-Pass Valve 181
Rule 12. Schedule of Fees & Charges 182

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; birthdate; 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 - The 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, systems, software and the like, used as a part of or in connection with a steam installation.

METER SETTING - The 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 **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 **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 emailing **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, and the taking of such steam service shall be considered to express consent by the Customer to be subject to and bound by the BWL's Rates and these Rules and Regulations, and to be responsible for the service used whether such service is provided under a signed agreement or not.

C. 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, hot water or steam services ("Utility Services"). Examples include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3. Characteristics of Service

3.1 Character of Service

A. The BWL 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 275 psig 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 and interference fee for each month access is not provided 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 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 Requests

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 three 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. An application fee in accordance with Rule 12 will be added to the first regular bill for turning on service at a Premises regardless of prior service with the BWL.

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

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

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

E. As a condition of providing service to a prospective residential Customer who shares a Residence with an occupant with a delinquent account, the BWL may transfer a prorated amount of an occupant's debt to the prospective Customer's account if the following conditions are met: (1) the occupant's delinquent account was within the previous 3 years and is not in dispute, and (2) the occupant lived at the prospective Customer's current or former Residence when all or part of the debt to the BWL was incurred. The amount of debt to be transferred will be based upon the length of time the occupant resided at the prospective Customer's Residence.

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

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

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

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

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

K. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 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. 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 six years.
4. The BWL has shut off service to the Customer for nonpayment of a delinquent account that is not in dispute.
5. The Customer fails to provide positive identification at the time of applying for service.
6. The Customer has had one or more payments canceled in the last 12 months due to any of the following:
    a. Non-sufficient funds returned check
    b. Account closed returned check
    c. Non-sufficient funds bank bill
    d. Account closed bank bill
    e. Credit card reversal
    f. Failed electronic funds transfers

g. Other payment method cancellation

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

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

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

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

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

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

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

4. The Customer provides an acceptable surety bond.

5. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

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

3. The Customer provides an acceptable surety bond.

4. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

G. The BWL will pay simple interest accrued on account security deposits held. No interest will be paid until the deposit is returned to the Customer. The interest rate will be updated on October 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of June of the current year plus .25%.

7.5 Levelized Payment/Budget Bill Program

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

Rule 8. Dispute and Hearing Procedure

8.1 Disputes

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

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

8.2 Independent Hearings

A. Any Customer who disputes the services provided or a billing for services, furnished in accordance with the BWL's Rate Schedules, Rules and Regulations or established policies, procedures, and practices, may request a hearing. If a hearing request is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. A request for a hearing 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. 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 of 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 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)

    g. Birthdate

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, or 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 three-valve by-pass around the master trap for any system having a maximum load in excess of 2200 pounds per hour.

Rule 11. Schedule of Fees & Charges

Charge Description	When Applied	Charge
Application Fee	When applying for service account at a Premises regardless of prior service with BWL	$10
Security Deposits – Residential	For all new Customers unless waived by conditions stated in Rule 7	2 times average monthly bill
Security Deposits – Commercial & Industrial	For all new and existing Customers unless waived by conditions stated in Rule 7	2 times average monthly bill
Connect (Turn-on/turn-off) Fee	Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	No charge $270
Reconnection Fee Non-pay or Other	Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	$175 $270
Meter Set Charge	Installation of new, or Resizing of existing Meters	At cost
Tampering Fee	Each occurrence	$295
Interference Fee	Each occurrence	$295
Damaged Meter Charge	Upon occurrence	At cost
Meter Calibration Charge	When Customer requested meter calibration check is within plus or minus 2% accuracy	$205
Customer Requested Service Investigation or Meter Read	Each occurrence Valid Service or Metering Issue	$60 No charge
Missed Appointment, No Show, No Access Fee	After second occurrence, per occurrence	$90
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments per occurrence	$30
Charges other than those published	Relocations, damages, etc	At cost


CONTRACTING
CAT 305.5E

Hot Water Rules & Regulations

LANSING BWL

Hometown People. Hometown Power.

Hot Water Rules & Regulations

LANSING BWL

Hometown People. Hometown Power.

Contents

Rule 1. Definitions 189
Rule 2. General Provisions 191
2.1 General Provisions 191
2.2 Collection, Use, and Privacy of Customer Information 192
Rule 3. Characteristics of Service 193
3.1 Character of Service 193
3.2 Availability of Service 193
3.3 Agreements 194
3.4 Material Availability 194
Rule 4. Use of Service 195
4.1 General 195
4.2 Access and Damages 195
4.3 Customer Piping and Equipment 196
4.4 Hot Water Quality and Disturbances 196
4.5 Improper Use and Tampering 197
4.6 Disconnection of Service 197
Rule 5. Metering 199
5.1 General 199
5.2 Sizing, Installation, and Ownership 199
5.3 Equipment Location 200
5.4 Damaged Metering Equipment 200
Rule 6. Application of Rates 201
6.1 General 201
6.2 Resale of Hot WAter 201
6.3 Billing 202
6.5 Minimum Charges 202
6.6 Rental Property Automatic Leave-On "ALO" Service 202
Rule 7. Bills and Payments 203
7.1 Responsibility for Payment of Bills 203
7.2 Estimated Consumption 204
7.3 Billing Errors 204
7.4 Account Security Deposits 204
7.5 Levelized Payment/Budget Bill Program 206
Rule 8. Dispute and Hearing Procedure 207
8.1 Disputes 207
8.2 Independent Hearings 207

Rule 9. Customer Choice Program 209
9.1 General 209
9.2 Contractor Qualification and Approval 209
9.3 Inspection Fee and Non-Refundable Contributions for Hot Water Mains and Large Services 209
9.4 Permits 209
Rule 10. Distribution System Extensions 210
10.1 General 210
10.2 Request for Distribution System Extension 210
10.3 Ownership 210
10.4 Availability of Distribution System Extension 210
10.5 Installation of Distribution System Extension 210
10.6 Adequate Temperature, Pressure, and Flow Capacity 211
10.7 Economic Development Offsets 211
10.8 Easements 211
10.9 Tree Removal Permits 212
10.10 Non-Standard Equipment 212
10.11 Non-Standard Construction 212
10.12 Other Facilities 212
10.13 Construction Date of Distribution System Extension 212
10.14 Hot Water Facility Relocations and Removals 213
Rule 11. Services 214
11.1 General 214
11.2 Application for Services 214
11.3 Hot Water Service 214
11.4 Hot Water Facility Relocations and Removals 216
Rule 12. System Extension & Service Deposit 217
12.1 General 217
12.2 Distribution System Extension and Hot Water Service Piping 217
12.3 Hot Water Service Piping Only 217
Rule 13. Schedule of Fees & Charges 218

Rule 1. Definitions

ADVANCED METERING INFRASTRUCTURE (AMI) - The systems that allow the BWL to measure, collect, analyze electric power, water, hot 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.

CONTRACT DEMAND - The demand required for the Premises in million British thermal units (MMBtu) of heating load.

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

CUSTOMER PIPING - A piping system owned by the Customer that conveys hot 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 hot water through the Premises by Indirect Connection.

DEMAND - The rate of hot water delivered at a given point in millions of BTUs, typically abbreviated as MMBtu.

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

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

HOT WATER MAIN - The distribution pipes owned and maintained by the BWL that conveys hot water to and from Hot Water Service Piping.

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

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

METER – An arrangement of sensors, and communications equipment owned by the BWL and installed in Customer Piping for the purposes of measuring hot water consumption from the Hot Water Distribution System to the Premises.

MMBTU - Unit of measurement for energy equal to 1,000,000 Btu.

MMBTU/HOUR - Unit of measurement for energy power equal to 1,000,000 Btu/hr.

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 hot 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 **lbwl.com/customers/services/hot-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 hot water service to Customer Piping. The Service Location must be located immediately inside of the building at the Service Valves.

SERVICE VALVES - The valves owned and maintained by the BWL on the Hot Water Service Piping. The Service Valves will be installed at the Service Location and will be located within the Customer's Premises, depending on the nature of the service and configuration of the Customer's Premises.

Rule 2. General Provisions

2.1 General Provisions

A. Copies of the BWL's Rate Schedules for hot water service are open to public inspection at the BWL's offices and are available on the BWL website at **lbwl.com/customers/services/hot-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 hot water service from BWL Facilities is deemed a Customer of the BWL, and the taking of such hot water service shall be considered to express consent by the Customer to be subject to and bound by the BWL's Rates and these Rules and Regulations, and to be responsible for the service used whether such service is provided under a signed agreement or not.

C. Hot 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 hot 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 hot 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 hot 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 hot 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 hot 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 hot 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, hot water, or steam services ("Utility Services"). Examples include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3. Characteristics of Service

3.1 Character of Service

A. The BWL produces and distributes hot water for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain hot water temperature and pressure within reasonable limits.

B. The BWL may perform work, including but not limited to, necessary scheduled maintenance and system modifications which may result in temporary interruption of hot water service. In such event, the BWL shall do its best to perform scheduled maintenance and system modifications outside normal business hours if it disrupts the hot water service or unless the Customer grants written or verbal permission for work to occur during working hours. In the event that scheduled maintenance and system modifications must be completed during normal business hours, the BWL will notify the Customer in advance of said modifications.

C. The BWL may also be required to perform unscheduled maintenance, repairs and system modifications (emergencies) which may result in temporary interruption of hot water service. In such event, the BWL shall endeavor to cooperate, to the extent practicable, to minimize the impact of temporary interruption and shall provide notice of such interruption to the Customer to the extent practicable.

D. 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.

E. Notwithstanding any other provision of these rules, the BWL may interrupt, curtail or suspend hot 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 Hot Water Distribution System. The BWL is not liable for any such interruption, curtailment or suspension of hot water service.

3.2 Availability of Service

A. Hot 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 hot water service with the following characteristics:

1. Maximum supply temperature of 205 degrees Fahrenheit with a minimum supply temperature not below 180 degrees Fahrenheit;

2. Minimum return temperature not less than 55 degrees Fahrenheit of supply temperature;

3. Normal supply pressure of 85 psig with maximum pressure not to exceed 150 psig; and

4. Minimum differential pressure of not less than 15 psi as measured at the Meter.

C. The BWL will endeavor, but is not required, to provide the hot water service requirements above the Contract Demand.

D. The BWL reserves the right to increase the Contract Demand in accordance with the applicable Rate.

E. Hot water service is not considered available when the Hot 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 Hot Water Service Piping will cross only that legally described property upon which the building to be served is located.

F. Where there is more than one Hot Water Main capable of providing service, the BWL will determine which Hot Water Main will be used and the location of the Hot 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 hot 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. If the agreement expires, and the Customer continues to receive service, the agreement shall be deemed continuing or the term extended until the BWL and Customer enter into a new agreement, unless or until terminated by the BWL. During this time, the BWL has the right to adjust the Contract Demand.

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 hot 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. Hot 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 hot 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 Hot Water Distribution System, Hot 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 hot 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 hot 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 and interference fee for each month access is not provided 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 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

D. interruptions and other disturbances on the BWL Hot Water Distribution System. Absent a separate agreement, Customer Piping must connect to the Hot Water Service Piping at the Service Location.

E. The Customer is required to install and maintain Customer Pumps to provide circulation of hot water throughout the Premises.

F. 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.

G. Alterations to the Hot Water Service Piping or associated equipment (including Customer Piping, Customer Pumps or any equipment which returns water to the Hot Water Distribution System) require the approval of the BWL.

H. Customer Piping must be 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 hot water connection standards.

4.4 Hot 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 Hot 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 Hot 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 hot water without making proper application for hot water service is responsible for all charges for hot 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 hot water was used.

B. The BWL may disconnect service without notice if a Person or Customer uses hot water without proper application for service or hot 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, communication devices or piping on the 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.

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 hot 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 hot 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 hot 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. Breakout Box and components contained therein
3. Temperature Transducers and Thermowells
4. Flow Transducers and Mounting Hardware
5. Differential Pressure Transducer, including taps and tubing
6. All connective wiring from remote sensors to the RTU Cabinet
7. Connective Conduits between the Sensors and the RTU Cabinet
8. All associated mounting hardware

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

C. At no cost to the BWL, the Customer shall furnish, own, and maintain all components associated with the thermal transfer process and hot water utilization system, including all ancillary equipment, including but not limited to the following elements:

1. Characterized v-notch ball control valve and actuator
2. Analog thermometer and thermowells
3. Heat exchanger
4. Building management system
5. Circulator pumps
6. Entire secondary piping system
7. Terminal units

D. The BWL will install, own and maintain all communication and control wiring for the metering and monitoring equipment.

E. All metering equipment will be installed within Customer Piping. The Customer is responsible

for all mechanical 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 and communications 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.

5.5 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. Hot Water Rates are based on the BWL providing only one hot 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 Hot Water

A. The owner or operator of an office building, apartment building, shopping mall or similar structure may purchase hot 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 hot 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 hot 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 hot 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 three 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 hot 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 hot water service included in the rental as an incident of tenancy will not be considered a resale of such service.

6.4 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.

6.5 Minimum Charges

A. A minimum charge, as defined by the Rate in effect, will be applied to all services and billed to the Customer. 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 Hot Water 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 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 hot 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. An application fee in accordance with Rule 13 will be added to the first regular bill for turning on service at a Premises regardless of prior service with the BWL.

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

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

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

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

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

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

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

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

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

K. The BWL will charge a non-sufficient funds fee or failed payment fee in accordance with Rule 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. 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.

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

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

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

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

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

4. The Customer provides an acceptable surety bond.

5. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

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

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

3. The Customer provides an acceptable surety bond.

4. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.

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

G. The BWL will pay simple interest accrued on account security deposits held. No interest will be paid until the deposit is returned to the Customer. The interest rate will be updated on October 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of June of the current year plus .25%.

7.5 Levelized Payment/Budget Bill Program

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

Rule 8. Dispute and Hearing Procedure

8.1 Disputes

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

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

8.2 Independent Hearings

A. Any Customer who disputes the services provided or a billing for services, furnished in accordance with the BWL's Rate Schedules, Rules and Regulations or established policies, procedures, and practices, may request a hearing. If a hearing request is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. A request for a hearing 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 Hot Water Service Piping and Hot 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 Hot 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 Hot Water Service Piping and Hot Water Mains have been inspected and approved by the BWL.
6. Customer has transferred ownership of Hot Water Service Piping or Hot 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 Hot Water Mains and Hot 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 & Non-Refundable Contributions for Hot Water Mains & Large Service

A. An inspection fee and non-refundable contribution is required for any Customer desiring to install Hot Water Mains or commercial Hot 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 Hot Water Mains and Hot Water Service Piping installed under this Rule.

Rule 10. Services

10.1 General

A. When application is made for hot water service which requires the extension of the BWL's existing Hot Water Distribution System or installation of a new hot 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 Hot 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 Availibility of Distribution System Extension

A. The BWL will, at its discretion, determine whether any Hot 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. Hot Water Distribution System extensions are generally available throughout the hot 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 Hot Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Customer Choice Program.

B. Hot 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 Hot Water Service Piping to the Premises;

2. Piping and instrumentation diagrams depicting the connection and use of hot 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 Hot 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 Hot 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 Hot 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 Hot Water Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Hot Water Distribution System extensions as determined by the BWL.

B. When Hot Water Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Hot Water Distribution System extension, the Customer will bear the cost of such Hot Water Distribution System reinforcement in accordance with Rule 12.

10.7 Economic Development Offsets

A. When the BWL determines the Hot 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 hot 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 hot 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 hot 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 hot 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 hot 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 hot 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 hot 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 Hot 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 Hot Water Facility Relocation 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 hot 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 hot water reliability or quality.

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

B. Prior to any relocation or removal of hot 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 Hot Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the hot water Facilities removed.

C. After completion of the Hot Water Distribution System extension, if Hot 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 Hot Water Mains or related Facilities to the correct location or proper elevation.

Rule 11. Services

11.1 General

A. The Hot 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 Hot 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 Hot 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 Hot 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 Hot 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 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 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 Hot Water Service

A. General

1. The Customer must provide the hot water demand and plans as detailed under Rule 10.5.C.

2. Hot Water Service Piping will be installed from the Hot 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 hot 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 hot 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 Hot Water Distribution System, including, but not limited to, any Hot 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 Hot 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 Hot 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 hot water service is not adversely affected.

2. The Customer must inform the BWL of the date of connection to the hot 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 Hot 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 Hot Water Distribution System. Customers are required to report any hot water leaks to the BWL.

D. Installation and Maintenance of Hot Water Services

1. Installation of a hot 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 hot water service.

c. The Customer has paid any deposits as required by Rule 7.4 and Rule 12 for the hot 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 hot 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 prior to connection to the Hot 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 hot water to Customer Piping until pipe cleaning has been successfully performed to the satisfaction of the BWL

11.4 Hot Water facility Relocations and Removals

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

Rule 12. System Extension & Service Deposit

12.1 General

A. When application is made for hot water service which requires the extension of the BWL's existing Hot 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 Hot 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 Hot Water Distribution System and installation of Hot Water Service Piping, based on an evaluation of the BWL's recovery of capital cost along with other business-related matters.

12.3 Hot Water Service Piping Only

A. The Customer may be required to pay all or a portion of the cost of the installation of Hot 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

Charge Description	When Applied	Charge
Application Fee	When applying for service account at a Premises regardless of prior service with BWL	$10
Permit Application (Customer Choice Program)	Initial request by contractor seeking qualification	$425
Annual Contractor's Qualification Permit Fee (Customer Choice Program)	Annually	$150
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: For a project with a Board estimated construction cost greater than $100,000:	10% inspection fee - reconcilable ($1,000 minimum) 4% minimum engineering and administration charge ($600 minimum). The BWL reserves the right to adjust the percentage charged based on anticipated project costs. 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. 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
Security Deposits – Commercial & Industrial	For all new Customers unless waived by conditions stated in Rule 7.	2 times average monthly bill

Charge Description	When Applied	Charge
Connect (Turn-on/turn-off) Fee	Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	No charge $270
Reconnection Fee Non-Pay or Other	Standard Service: End of the following business day of the order being taken. Same-Day Service: By the end of the same calendar day of the order being taken.	$175 $270
Meter Set Charge	Installation of new, or Resizing of existing Meters	At cost
Tampering Fee	Each occurrence	$295
Interference Fee	Each occurrence	$295
Damaged Meter Charge	Each occurrence	At cost
Customer Requested Service Investigation or Meter Read	Each occurrence Valid Service or Metering Issue	$60 No charge
Missed Appointment, No Show, No Access Fee	After second occurrence, per occurrence	$90
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments per occurrence	$30
Charges other than those published	Relocations, damages, etc.	At cost

