LANSING BWL

Hometown People. Hometown Power.

Rules & Regulations

Effective October 1, 2026



Water Rules & Regulations

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Rule 1. Definitions

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

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

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

CUSTOMER - A purchaser of water service supplied by the BWL or a governmental entity that authorizes the BWL to provide water service.

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

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

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

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

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

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

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

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

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

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

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

MODULE – A device used in conjunction with a standard, non-communicating water meter which transforms the performance of the water meter into an advanced meter, also known as a smart meter, that records consumption of water and leak detection and communicates the information

to the BWL for monitoring and billing. Modules enable two-way communication the meter and the BWL.

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

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

PREMISES - A building and its grounds.

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

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

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

RATE SCHEDULE - A filed statement of the water Rate for a particular classification of service and the terms and conditions governing its application as are established by the BWL's rate-making body. Rate Schedules can be found on the BWL's website at **lbwl.com/customers/ services/ water**.

RPZ DEVICE - Reduced Pressure Zone (RPZ) device is a highly specialized backflow preventer used to stop contaminated water from reversing flow and entering the clean, public water supply.

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

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

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

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

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

WATER SYSTEM CONNECTION FEE – A fee imposed for establishing a new or upgraded Customer water service connection to a Water Main. Often referred to as a "system capacity fee," this fee covers the costs related to system capacity, but does not include any expenses for the physical connection to the Water Main.

Rule 2. General Provisions

2.1 General Provisions

A. Copies of the BWL's Rate Schedules for water service are open to public inspection at the BWL's offices and are available on the BWL website at **lbwl.com/customers/services/water** or upon request. Application for original, modifying service, or demolition of a service should be submitted to BWL Utility Services by e-mailing **utilityservices@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 water service from BWL Facilities is deemed a Customer of the BWL, and the taking of such 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. Water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.

D. For water service requests that are 2" or larger in size, the Customer should contact the BWL Customer Projects Department to determine the characteristics of the water service available at the Premises, since adequate flow and pressure may not be available. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive water service.

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

F. The BWL may disconnect water service to any Customer for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The Customer must pay a reconnection fee as stated in Rule 15 to cover the costs of restoring water service that has been disconnected for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The BWL may charge a reconnection fee as stated in Rule 15 for each utility reconnected.

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

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

2.2 Collection, Use and Privacy of Customer Information

A. The BWL collects Customer Information for the primary purpose of providing electric, water, chilled water, 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 potable water approved by the State of Michigan for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain water pressure within reasonable limits.

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

C. Notwithstanding any other provision of these rules, the BWL may interrupt, curtail or suspend water service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers and the reliability of the Water Distribution System. The BWL is not liable for any such interruptions, curtailment or suspension of water service.

3.2 Availability of Service

A. Water service is provided to Customers in the City of Lansing and several surrounding governmental jurisdictions, except where the BWL has determined it to be impractical to serve. Service to the surrounding governmental jurisdictions is by contractual agreement.

B. The BWL, at its discretion, may provide service to individual Customers outside its service area with the approval of the local governmental entity.

C. Water service may be made available to Premises' that have frontage on a public right-of-way. The BWL, at its discretion, may install Water Mains and Customer Water Services in easements.

D. Water service is not considered available when the Customer Water Service must cross another parcel or lot not owned by the requesting Customer when the BWL does not have an existing easement in order to provide service.

E. In the case where there is more than one Water Main capable of providing service, the BWL will determine which Water Main will be used for service and the location of the Customer Water Service connection.

F. Water service is available in sizes one inch (1") and larger. The BWL will evaluate service sizes two inches (2") and larger before installation to determine the adequacy of water supply and pressure. Inquiries regarding the adequacy of water supply and pressure should be directed to the BWL's Customer Projects Department.

3.3 Agreements

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

B. In addition, the BWL will negotiate written contractual arrangements for Customers or prospective Customers whose load requirements exceed the capacity of the available distribution system in the area or whose load characteristics or special service needs require unusual investments by the BWL in service Facilities or where there is not adequate assurance of the permanent use of the service. The agreement will contain language regarding the necessary service Facilities to be provided, duration of service, amount of deposit and refunds, minimum bills or other service conditions.

C. The BWL will charge a connect fee or reconnection fee when the Customer requests the service to be made active outside normal business hours as specified in Rule 15.

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

3.4 Material Availability

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

Rule 4. Use of Service

4.1 General

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

B. The location and use of water is only for purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL. Only personnel authorized by the BWL may operate valves (including automated valves) or draw water from the system.

C. No Person except authorized Fire Department personnel, Director of Public Service, and such other people as determined by the BWL may operate or take water from a fire hydrant, Fire Service or any other unmetered connection..

4.2 Access and Damages

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

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

1. Install, inspect, read, repair, maintain, test or remove its meters.
2. Install, operate, inspect and maintain BWL equipment or Facilities.
3. Inspect Fire Service installations, Customer Piping, backflow devices, determine the connected water Demand and perform tree and brush removal.

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

D. If the BWL is unable to read, operate, maintain or inspect a meter for reasons beyond its control, including, but not limited to, Customer interference, the Premises being locked, the meter being inaccessible or the presence of unsafe conditions, service may be disconnected or interrupted and the Customer will be responsible to pay the appropriate reconnection fee and interference fee for each month access is not provided in accordance with Rule 15.

E. If a Customer intentionally interferes with the BWL's access to Facilities, including, but not limited to, physical or verbal threats, assault or intimidation, the Customer will be responsible to pay an interference fee, per incident, in accordance with Rule 15.

F. Service will not be reconnected until:

   1. Safe and appropriate access has been provided.

   2. All fees have been paid in full.

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

4.3 Customer Piping and Equipment

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

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

C. The Customer must install and maintain the necessary Facilities or devices, including the building and core holes, to protect Customer-owned equipment against service interruptions and other disturbances on the BWL Water Distribution system.

D. The Customer must install a valve on the outlet of the Meter Set and maintain it in good repair.

E. The Customer is responsible to install and maintain the plumbing connections at the outlet of the Meter Set.

F. Alterations to the Customer Water Service or associated equipment require the approval of the BWL.

4.4 Water Quality and Disturbances

A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer or other disturbances to the Water Distribution System or another Customer's service. If the BWL notifies the Customer of such a condition, the Customer must discontinue operation of equipment causing the condition until a correction has been made. If the Customer does not remedy the condition within the time requested by the BWL, the BWL will disconnect service until the Customer has remedied the situation and has paid the reconnection fees in accordance with Rule 15 and any costs associated with investigation.

B. The Customer is responsible for the cost of installation, testing and maintenance of backflow prevention equipment necessary to prevent contamination of the Water Distribution System as required by the BWL.

C. The Customer is responsible for all costs associated with alterations to the Water Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 Improper Use and Tampering

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

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

C. The BWL may disconnect service without notice if it determines the meter or piping on a Premises has been tampered with or altered in any manner. If the BWL disconnects service for this reason, the BWL will restore service only when the Person requesting reconnection is or becomes a Customer, paid the tampering fee and reconnection fee in accordance with Rule 15, made appropriate restitution for stolen service and damaged equipment, and made arrangements for metering and piping changes as may be required by the BWL.

4.6 Disconnection of Service

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

B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all water service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:

1. Customer Request

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

    b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 15 to cover the costs of restoring service and the Customer will continue to be billed the monthly Basic Service Charge.

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

2. Noncompliance

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

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

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

3. Other

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

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

4.7 Service Restoration or Turn-On

A. The following conditions must be met prior to the BWL restoring or turning on water service at the Customer's request:

1. The Customer must verify the integrity of the plumbing system beyond the BWL-owned water meter and inside shut off valve.

2. The Customer must verify adequate heat is provided to minimize any potential damage to the plumbing system.

3. The Customer or their representative is present at the time of restoration or turn-on.

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

Rule 5. Metering

5.1 General

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

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

5.2 Sizing, Installation and Ownership

A. The BWL will furnish, install, own and maintain all metering equipment and reserves the right to size such metering equipment.

B. The Customer is responsible for the cost of parts and labor for installing, removing or modifying meter settings, when requested by the Customer.

C. All meter settings must be installed, removed or modified by BWL personnel or the BWL's agent. The installation, removal or modification of meter settings by anyone other than BWL personnel or the BWL's designated agent constitutes tampering and is subject to the tampering fee in accordance with Rule 15.

5.3 Equipment Location

A. The Customer must provide, at no expense to the BWL, a space or enclosure suitable to the BWL for the installation of the necessary metering equipment. The Customer must also furnish the space and the provisions for mounting metering and service equipment to meet BWL requirements. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.

B. Wherever possible, metering equipment should be located inside the building being served and as near as practicable to the point where the Customer Water Service enters the building.

C. The Customer must not place metering equipment in a pit below floor level, in a restroom or on a platform higher than thirty (30) inches above the floor unless BWL-approved steps and platform are installed.

D. The space provided must have adequate ventilation and permanent heat to prevent freezing of the meter and associated piping. A clear overhead space of at least six feet (6') must be provided. A floor drain of adequate capacity must be provided adjacent to the meter except where the BWL has deemed it to be impractical to provide such drain.

E. Where an approved location is not available inside the building, the meter must be located in a meter manhole or pit at or near the property line, and the cost, ownership and maintenance of the meter manhole or pit structure and the piping from the outlet of the Meter Set is the responsibility of the Customer, except where the BWL has retained ownership. The Customer must always provide clear access to the meter manhole or pit structure for the purpose of meter and Meter Set access and maintenance.

5.4 Multiple Occupancy Buildings

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

1. An adequately sized room is made available by the owner for housing the water meters. The meter room must be of sufficient size for access and provided with a door which can be fitted with an approved lock box.
2. Access to the meter area is by way of a common-use space.
3. The building owner attaches a tag to the valve on the outlet side of the meter identifying the number or address of the unit served.
4. The building owner installs a valve on the outlet of each meter-set.
5. The building owner installs a valve at the point where each water supply line enters the apartment or unit served.
6. Each meter serves only one apartment or unit, with no interconnecting piping between each apartment or unit.
7. The meter manifold is limited to eight (8) individual meters. Requests for installation of a manifold larger than 8 is permissible only upon approval by the Customer Projects manager or designee.

B. The BWL may impose a meter mislabel fee in accordance with Rule 15 if the building owner has not complied with the requirements of this Rule 5.4.

5.5 Meter Calibration Request

A. Upon Customer request, the BWL will inspect and test a meter to ensure it is calibrated within the permitted accuracy limits of plus or minus 1.5%.

B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 15.

C. For a meter with test results outside the permitted accuracy limits of plus or minus 1.5%, the BWL may repair or replace the meter and the meter calibration charge will be refunded to the Customer.

D. For a meter with test results within the permitted accuracy limits of plus or minus 1.5%, the BWL may reinstall or replace the meter.

5.6 Damaged Metering Equipment

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

B. The BWL may, after an occurrence of a frozen meter, charge the Customer a damaged meter charge for the replacement of a frozen meter in accordance with Rule 15.

C. When a Customer requests service in a location where the BWL has an existing service connection, and the meter or meter setting is missing, broken or otherwise inoperable, a

damaged meter charge and meter set charge will be applied in accordance with Rule 15.

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

5.7 Advanced Meter Opt-Out Program

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

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

A. To remain eligible to keep communication disabled:

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

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

Rule 6. Application of Rates

6.1 General

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

B. The BWL will separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

6.2 Resale of Water

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

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

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

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

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

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

1. The Rate Schedule title.
2. The due date.
3. The beginning and ending meter reading of the billing period and the dates thereof.
4. The difference between the meter readings.
5. The amount due for services and commodity use, as applicable to the Rate.
6. Subtotal before taxes, other taxes where applicable, amount due for other authorized charges, and the total amount due.

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

H. The reselling owner or operator must supply each occupant with a water system adequate to meet the needs of the occupant such as water quality, pressure, Cross- Connection control, and other conditions of service.

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

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

6.3 Choice of Rates

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

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

C. The BWL is not responsible for the difference in charges under different Rates applicable to the same class of service, unless the BWL provided an incorrect initial service turn-on Rate setting or unless the Customer makes a written request and has a permanent change in load profile. Any refund is at the BWL's discretion.

6.4 Apartment Buildings and Multiple Dwelling Structures

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

6.5 Billing

A. Customers having more than one meter will have consumption computed by an individual meter in accordance with the current Rate Schedule, with the exception of separate meters connected to the Customer Water Service and installed solely for lawn sprinkling. Lawn sprinkling meters connected to the Customer Water Service are subject to the Residential Lawn Sprinkling Water Service Rate.

B. In the case of a single building with multiple tenants (e.g., apartment building, strip mall, multi-unit housing), where each tenant is individually served by a meter within a meter manifold, and meets all requirements of 5.4 Metering, the billing rate for each tenant will be based upon the use of the rented space.

C. In the case of a single building with multiple tenants that does not meet the requirements of 5.4 Metering, the building owner will be required to have all services and meters in the owner's name.

6.6 Minimum Charges

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

6.7 Rental Property Automatic Leave-On "ALO" Service

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

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

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

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

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

Rule 7. Bills and Payments

7.1 Responsibility for Payment of Bills

A. An application fee in accordance with Rule 15 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 six 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 15 for returned checks or electronic payments.

7.2 Estimated Consumption

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

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

7.3 Billing Errors

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

7.4 Account Security Deposits

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

B. 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. Water Customer Choice Program

9.1 General

A. The BWL will authorize Customer installation of Customer Water Services, and On-Site Water Mains, except Meter Set and metering equipment, provided all the following conditions are met:

1. The BWL has approved the Customer's contractor prior to construction.
2. The Customer has signed and complied with a Customer Choice Water Service agreement with the BWL prior to construction.
3. The Customer has provided and the BWL has approved drawings, material lists, and a flushing and disinfection plan.
4. The Customer has paid all past and current fees and charges.
5. The installation of Customer Water Services and On-Site Water Mains have been inspected and approved by the BWL.
6. Customer has transferred ownership of Customer Water Services or On-Site Water Mains to the BWL.

B. Inquiries regarding the Water Customer Choice Program should be directed to the BWL's Customer Projects Department.

9.2 Contractor Qualification and Approval

A. Contractors desiring to become qualified and approved to install On-Site Water Mains and Customer Water Services should contact the Purchasing and Warehousing Department at 517-702-6198.

B. A charge for the initial Permit Application and an Annual Contractor's Qualification Permit will be assessed in accordance with Rule 15.

9.3 Residential Services

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

9.4 Inspection Fee & Non-Refundable Contributions for On-Site Water Mains & Large Services

A. An inspection fee and non-refundable contribution is required for any Customer desiring to install On-Site Water Mains or commercial Customer Water Services. The amount of such inspection fee and non-refundable contribution will be in accordance with Rule 15.

B. Upon project completion, the inspection fee will be adjusted to reflect the actual BWL cost with a final billing or refund made to the Customer, except no billing or refund will be made if the actual cost is less than $100 dollars of the estimated cost.

9.5 Permits

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

Rule 10. Distribution System Extensions

10.1 Request for Distribution System Extension

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

10.2 Ownership

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

10.3 Availability of Distribution System Extension

A. The BWL will, at its discretion, determine whether any Water Distribution System extension will be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including, but not limited to, entering into an agreement with a developer, property owner, Customer or governmental entity.

B. Water Distribution System extensions are generally available throughout the BWL water service territory. Water Distribution System extensions may also be available outside the BWL water service territory to serve individual Customers. Water Distribution System extensions outside the BWL water service territory will be installed at the BWL's discretion and only with the approval of the local governmental entity.

10.4 Contribution in Aid of Construction for System Extensions

A. The owner, developer, governmental entity or Customer will be required to make a contribution in aid of construction to the BWL prior to construction, to cover the cost of the Water Distribution System extension, except as provided otherwise by agreement between the BWL and the governmental entity or in Rule 9, Water Customer Choice Program.

B. The contribution in aid of construction to the BWL for Water Distribution System extensions will, at the BWL's option, be one of the following:

1. At cost

    a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.

    b. Reconciliation (refund or invoice) between the contribution and actual cost will be made upon project conclusion.

2. Not-to-exceed

    a. The Customer will make a contribution based on the BWL's estimated cost to construct the Water Distribution System extension.

    b. The Customer's contribution will not exceed the BWL's estimated cost to construct the Water Distribution System extension.

    c. If the actual cost to construct the Water Distribution System extension is less than the contribution, the BWL will refund the difference upon project conclusion.

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

10.5 Installation of Distribution System Extension

A. All Water Distribution System extensions will be installed by the BWL or its agent except as provided in Rule 9, Water Customer Choice Program.

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

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

D. Service Stubs will be installed in conjunction with the Water Distribution System extension except in certain cases as determined by the BWL.

E. The Customer must provide the BWL plans for BWL review and approval.

F. Installation of a Water Distribution System extension will be initiated provided:

1. The owner, developer, governmental entity or Customer has entered into a written agreement with the BWL for the construction of the Water Distribution System extension.

2. The owner, developer, governmental entity or Customer has paid the cost of the Water Distribution System extension and any required system reinforcement, in a manner as determined by the BWL, or has fulfilled the commitments as otherwise provided by agreement between the BWL and the governmental entity.

3. Where applicable, the owner, developer, governmental entity or Customer has recorded the plat, plan approvals have been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.

G. Construction during the winter season will only occur at the BWL's discretion.

10.6 Adequate Pressure and Flow Capacity

A. The BWL will not make Water Distribution System extensions unless adequate pressure and flow capacity is available at the location of the Water Distribution System extensions as determined by the BWL. Variances from the BWL's flow and pressure capacity requirements may be granted in writing by the BWL and where applicable, the governing Fire Marshal.

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

10.7 Permits

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

10.8 Staking Requirements

A. The Customer must provide all staking as required by the BWL for installation of the Water Distribution System extension.

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

10.9 Fire Hydrants

A. Water Distribution System extensions must include fire hydrant coverage as determined by the BWL or governmental entity.

B. Fire Hydrants designated as Private Fire Hydrants will be billed according to the applicable Rate and are the responsibility of the property owner.

10.10 Oversizing of Distribution System Extension

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

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

10.11 Economic Development Offsets

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

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

10.12 Easements

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

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

10.13 Tree Removal Permits

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

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

10.14 Non-Standard Equipment

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

10.15 Non-Standard Construction

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

10.16 Other Facilities

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

10.17 Construction Date of Distribution System Extension

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

10.18 Water Facility Relocations and Removals

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

   1. The relocation or removal is feasible and meets BWL Standards, specifications and Rules and Regulations.

   2. The Customer or developer obtains approval from all Customers impacted by the proposed relocation.

   3. The relocation or removal does not degrade water reliability or quality.

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

B. Prior to any relocation or removal of water Facilities, the Customer or developer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid of construction will reimburse the BWL for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this Rule 10, plus the cost of any necessary modifications to the BWL's Water Distribution System caused by the relocation or removal, less the salvage value of any portion of the water Facilities removed.

C. After completion of the Water Distribution System extension, if Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Water Mains or related Facilities to the correct location or proper elevation.

Rule 11. Services

11.1 General

A. The Customer Water Service must be furnished, installed, owned and maintained by the BWL except as otherwise provided in Rule 9, Water Customer Choice Program. In the course of maintaining or repairing a Customer Water Service where the Customer water service passes under an area not readily accessible, the BWL will bear no responsibility for damage incurred or restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent or their tenant.

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

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

D. Should it become necessary for the BWL to reinforce or upgrade the Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 10.4.

11.2 Application for Services

A. For Existing Services:

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

B. For New Services:

1. Requests regarding new services should be submitted to the BWL Utility Services Section by e-mailing **utilityservices@lbwl.com**, or by calling 517-702-6700 during normal business hours, or at 1232 Haco Drive, Lansing, Michigan 48912. Customers in the townships of Bath, Delhi, or Watertown, and those in the City of DeWitt must apply at their respective township offices.

C. For Residential Service Applications:

1. TThe 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

11.3 Temporary Water Service

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

11.4 Domestic Water Service

A. General

1. It is the Customer's responsibility to determine the correct pipe size for the Customer Water Service prior to making application.

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

3. Customer Water Services will be installed from the Water Main to the Customer's building or metering manhole or pit in the most direct manner. Water service is not available where the BWL must bring the Customer Water Service across another parcel or lot without an easement in order to provide service.

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

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

6. No person other than an authorized employee or agent of the BWL may open or close the outside valve (curb stop) on the Customer Water Service. No person except an

authorized BWL employee, agent of the BWL or as allowed by Rule 9, Water Customer Choice Program, may tap, revamp or connect to a Water Main or any of the pipes comprising the Customer Water Service.

7. If the outside valve (curb stop) has been closed by the BWL and is subsequently opened by an unauthorized Person, the BWL will close the outside valve and fill the curb box with soil to prevent the operation of the outside valve. To restore service the Customer will be required to pay the curb box fill fee and tampering fee in accordance with Rule 15.

B. Customer Connections to BWL Facilities

1. It is the Customer's responsibility to connect his plumbing to the Customer Water Service or meter-set installed by the BWL. All work must be in full compliance with all applicable plumbing codes.

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

3. When the Meter Set is required to be installed outside in a meter manhole or pit, the Customer must connect at the outlet of the Meter Set. The Customer must install a shut-off valve after the outlet of the Meter Set, normally installed at the inside wall of the building to be served. The Customer will be responsible to install, own and maintain Customer Piping from the outlet of the Meter Set and the Customer will be responsible to install, own and maintain the meter manhole or pit structures which house the Meter Set, except where the BWL has retained ownership.

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

C. Charges

1. For standard installations, the Customer must pay a water service charge for the cost of the Customer Water Service installation prior to construction, in accordance with Rule 15 in a manner as determined by the BWL.

2. Where a water service connection is made from a Water Main subject to a front footage recovery charge, such charge will be in accordance with Rule 15.

3. All new Customer Water Service connections made to Water Mains will be subject to a Water System Connection Fee in accordance with Rule 15 and any applicable charges contained in agreements between the BWL and the governmental entity. The Water System Connection Fee for existing active services that are being upgraded and replaced with a larger service will receive an offset in the amount of the Water System Connection Fee for the replaced service.

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

5. When it is necessary for the installation of a Customer Water Service to be scheduled during the "Winter Construction Period" as defined in Rule 15, the Customer may be required to pay a winter construction charge in accordance with Rule 15.

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

11.5 Fire Service

A. General

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

   a. Public Fire Hydrants

   b. Private Fire Hydrants

   c. Connection to fire sprinkler systems

2. The BWL owns and maintains all hydrants and all Fire Services up to the point of entry to the Customer's building, except where Customer-Owned Hydrants or Fire Services are connected after the BWL's metering point.

3. An approved backflow prevention device must be installed on the Fire Service and detector check by-pass line. The backflow devices must be installed, owned, tested and maintained by the Customer. Test results must be sent to the BWL's Customer Projects Department.

4. A detector check by-pass meter will be installed, owned and maintained by the BWL to indicate water use through the Fire Service, except when the BWL has determined the installation of a detector check by-pass meter is not warranted or is impractical. Water used for firefighting is paid through the monthly Fire Service charge and is not metered. The Customer must contact the BWL's Customer Projects Department for fire system testing. In addition to the monthly Fire Service charge, the Customer will be billed for excessive use of water for fire system testing and any water used from the Fire Service for non-fire-fighting purposes.

5. The BWL reserves the right to inspect Fire Service installations.

6. Fire Services are also subject to Rule 11.4.A.

B. Charges

1. The BWL will assess a fire hydrant charge in accordance with Rule 15 prior to the installation of any individual fire hydrant.

2. The Customer must pay the fire service installation cost prior to construction.

3. The Customer is responsible for additional repair costs due to encumbered Fire Services, or damage as a result of acts or failure to act by the Customer, owner or tenants.

11.6 Lawn Sprinkler (Irrigation) Service

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

B. Such separate meter will be furnished and installed by the BWL at an acceptable location. In no case, will this meter be larger than the service line size.

C. The Customer must install a valve at the outlet of the Meter Set.

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

11.7 Water facilikty Relocations and Removals

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

11.8 Bulk Water Service

A. General

1. Bulk water services are available at approved fire hydrant locations and at the BWL Hazel Street metered filling station.

2. Intended uses are Tanker filling, festivals, maintenance, community garden, construction projects and other uses approved by the BWL.

B. Bulk water services require an approved Bulk Water Permit.

1. Permitting and usage fees are to be paid in accordance with Rule 15.

2. Each permit requires an application fee.

3. The application fee is not transferable to multiple permits within the calendar year. Once a permit is closed, any and all subsequent permits in the same calendar year will require the same initial fees.

4. Permit holder assumes all responsibility for subcontractor's usage of the fire hydrant and/or RPZ Device.

5. Proper Closure of Permit

   a. Permits are renewable annually, with all permits expiring on December 31. If not renewed by January 1, continued use of any fire hydrant will be considered water theft regardless of prior permit. A water theft penalty will be charged to the permit holder.

   b. Permit tags must be returned – via mail or in person – to close the permit and end the billing process. If the tag is not returned, the non-compliance deposit will be forfeited.

   c. Closure of a permit before the expiration date will not warrant a refund of any monies (except the non-compliance deposit).

C. Reduced Pressure Zone (RPZ) Device

1. RPZ Devices to prevent backflow must be pre-approved by the BWL prior to installation on a fire hydrant. Double-check type devices are not permitted.

2. An approved RPZ Device must be used at all times when taking bulk water.

3. Permits must always be attached to RPZ Device.

4. Multiple RPZ Devices will not be allowed on one permit. The permit application fee, non-compliance deposit, and consumption charges apply to every permit, with each RPZ Device permitted individually.

5. Inspections will be performed at random at approved sites to ensure proper RPZ Device usage.

D. Use of Fire Hydrants

1. Any use of a BWL fire hydrant without a permit and prior approval will be considered water theft, subject to penalty fees in accordance with Rule 15.
2. The RPZ Device attached to the fire hydrant must be supported to prevent damage to the fire hydrant.
3. Fire hydrant wrenches are the only acceptable tools for opening fire hydrants. Use of unapproved tools or damage to the fire hydrant will result in a non-compliance deposit and may result in permit revocation.
4. Winter usage: Precautions must be taken to protect the RPZ Device or meter box and the fire hydrant itself from freezing. All damage to the fire hydrant and/or the meter box will be billed to the permit holder.
5. Permit holders assume all responsibility for its subcontractor's usage of the fire hydrant and/or RPZ Device.
6. The unmetered usage obtained from the fire hydrant is not for resale as a commodity or in conjunction with any other products.
7. Unmetered usage will be billed in accordance with Rule 15.

E. Water Filling Station Usage

1. Usage from the Hazel street filling station is metered and will be billed in accordance with Rule 15.
2. Drivers of water hauling vehicles are required to follow filling station rules as posted.

Rule 12. Booster Pumps

12.1 Booster Pumps

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

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

C. The Customer must suitably pipe, valve and protect all booster pumps so the boosted pressure will not cause backflow into the BWL's Water Distribution System.

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

Rule 13. Water Storage Facilities

13.1 Water Storage Facilities

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

B. The Customer must use a metered Customer Water Service for water used to fill, flush and overflow such storage tanks, including those tanks used for fire protection purposes.

C. The stored water facility must include provision for protection against backflow into the potable water system as outlined in Rule 14.

Rule 14. Cross-Connection

14.1 General

A. As a public water supply, the BWL complies with the Michigan Safe Drinking Water Act, 1976 PA 399, including its Cross-Connection Rules Mich. Admin. Code, R 325.11401-11407.

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

C. Potable water is provided to the Customer subject to the BWL's Cross Connection Control Program which is available by contacting the BWL Water Distribution Department at 517-702-6490.

14.2 Installation of Backflow Prevention Devices

A. The Customer will be required to install a backflow prevention device on a Customer Water Service to assure containment when the BWL determines that an unprotected Cross-Connection exits.

B. The backflow prevention device must be purchased, installed, tested and maintained by the Customer. The Customer must obtain the BWL's approval of the type and manufacturer of the device. The Customer must install the device at the termination of the Customer Water Service at the outlet side of the secondary valve and must be installed in accordance with good design practice. Unprotected bypasses are not permitted.

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

14.3 Inspection and Maintenance of Backflow Prevention Devices

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

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

14.4 Compliance

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

14.5 Severe Hazard Locations

A. Customer Water Services serving the following Facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses including but not limited to:

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

14.6 Secondary Supplies

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

Rule 15. Schedule of Fees & Charges

Charge Description	When Applied	Charge
Application Fee	When applying for service account at a Premises regardless of prior service with BWL	$10
Water Main Installation	Based on design including fire protection coverage	Firm price quote, not to exceed quote or at cost
Fire Hydrant Installation	When requested by Customer	Firm price quote
Water Services (Board Installed) (Water System Connection Fee applicable)	Up to and incl. 1″ Water Service • Main-to-Curb Box Stub on previously installed water mains • Curb Box-to-Building (Trenched) • Curb Box-to-Building (Bored) • Indoor Meter Set ¾″ – Standard • Indoor Meter Set ¾″ - With Split Irrigation • Domestic or Irrigation Outdoor ¾″ Meter Set with Meter pit • Outdoor ¾″ Meter Set with Meter pit - Customer Choice Program (labor only) • Retrofit of existing service to allow for split Domestic or Irrigation Service • Charge for setting meter on a split service after initial installation Greater than 1″ Service • Main-to-Curb Box Stub • Curb Box-to-Building • Meter Set - greater than 1″ less than 3″ • Service Meter Pit set - Customer Choice Program (labor only) • Split Irrigation Service	 $5,920 per stub plus restoration cost $3,890 minimum, $31/ft in excess of 45 feet plus restoration cost $5,300 Minimum, $35/ft in excess of 45 feet plus restoration cost $440 $595 $4,325 $250 $585 $250 Firm price quote Firm price quote Firm price quote $250 $585
Water System Connection Fee	Service Connection to Main: • 1″ or smaller • 1 ½″ • 2″ • 3″ • 4″ • 6″ • 8″ and over	 $1,330 $2,930 $5,210 $5,860 $10,410 $23,430 $41,650
Service Demolition	When requested by Customer Up to and including 1″ Curb Box-to-Meter Pit Up to and including 1″ Curb Box-to-Building Greater than 1″	 $175 $340 Firm price quote

Charge Description	When Applied	Charge
Winter Construction Charge	December 15 – March 31 (In addition to normal charge) • Water Services, 2″ and under • Greater than 2″ pipe or service	$27/Trench ft Firm price quote
Damaged Meter Charge	Each occurrence • For Services under 1″ • For 1″ Services • For Services over 1″	$475 $775 At Cost
Thawing Service Charge	After running water order has been issued: • Up to and incl. 2″ and up to 2 hours • Over 2″ or longer than 2 hours	$340 At cost
Hydrant Flow Testing	When requested by Customer	$440 ea.
Consumption Fee (Filled at Hazel Street Yard Hydrant)	For commodity used	$ Commodity charge/ ccf + chemical charge - calculated according to current General Water Service Rate 2
Domestic Service Inspection Fee (Customer Choice Program)	Each inspection visit for 2" or less diameter services only – no engineering drawings or service evaluation required.	$250
Permit Application (Customer Choice Program)	Initial request by contractor seeking qualification	$560
Annual Contractor's Qualification Permit Fee (Customer Choice Program)	Annually	$210

Charge Description	When Applied	Charge
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 ($1,000 minimum) The BWL reserves the right to adjust the percentage charged based on anticipated project costs. $10,000 + [(estimated construction cost - $100,000) * 5%] inspection fee reconcilable $4,000 + [(estimated construction cost - $100,000) * 2%] 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.
Bulk Water Permit Temporary Hydrant Usage for construction, festivals and governmental special use by special permit	BWL filling station: • Application Fee • BWL Filling station permit fee • Usage commodity charges Within the BWL service area for unmetered use with RPZ Device: Permit Fee per device • 1" RPZ backflow device plus Commodity fee • 2" RPZ backflow device plus Commodity fee	$125 ea. $125 yearly Billed at the applicable Rate $150 $1,090 $90/month $1,720 $350/month

Charge Description	When Applied	Charge
Bulk Water Permit Temporary Fire Hydrant Usage for construction, festivals, and governmental special use by special permit	Other approved backflow prevention device Non-compliance Hydrant wrench Festivals, non-profit or otherwise - includes rental of RPZ Metered use for approved governmental special use – includes rental of RPZ	Cost based on estimated commodity usage at the applicable Rate $250 deposit $45 1″ 1-3 days = $100 4-7 days = $300 8-14 days = $500 2″ 1-3 days = $250 4-7 days = $500 8-14 days = $750 Set up and removal cost plus commodity charge billed at the applicable Rate
Security Deposits - Residential	For all new Customers unless waived by conditions stated in Rule 7. Water & City Sewer Water Only	 2 times average monthly bill 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 $285
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.	$185 $285
Water Theft Penalty Fee	1st occurrence 2nd occurrence 3rd occurrence	$500 Up to $1,500 Up to $5,000 Bulk water permit revocation, if applicable
Curb Box Fill Fee	Each occurrence	$400
Tampering Fee	Each occurrence	$295

Charge Description	When Applied	Charge
Interference Fee	Each occurrence	$295
Meter Mislabel Fee	Each occurrence - up to 4 meters corrected	$1,945
Failed Payment Fee/ Non-Sufficient Funds Fee	For Non-Sufficient Funds on Checks and failed electronic payments per occurrence	$30
Missed Appointment, No Show, No Access Fee	After second occurrence, per occurrence	$90
Meter Calibration Charge	Customer request meter calibration check is within plus or minus 1.5% of accuracy • Up to 2" meters • Greater than 2" meters	 $205 Labor and material
Customer requested service investigation or meter read	Each occurrence Valid Service or Metering Issue	$60 No charge
Charges other than those published	Relocations, repeat thawing, damages, etc.	At cost

