



Rules and Regulations For Chilled Water Service

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DEFINITIONS OF TERMS AND THEIR ABBREVIATIONS

- BOARD** – When used in these Rules and Regulations, Board is an abbreviation meaning the Board of Water and Light.
- BTU-** British Thermal Unit, the heat necessary to raise one pound of water one degree Fahrenheit.
- CHILLED WATER DISTRIBUTION SYSTEM** – The system of Chilled Water Mains, pipes, fittings, valves and all equipment and appurtenances thereto, necessary to distribute chilled water to Customer at the service location.
- CHILLED WATER MAIN** – The pipes owned and maintained by the Board that conveys chilled water to and from a Customer Chilled Water Service.
- CUSTOMER** – A purchaser of chilled water service supplied by the Board.
- CUSTOMER PIPING** – A piping system owned or controlled by the Customer that conveys chilled water from the Service Location throughout the Customer’s Premises.
- CHILLED WATER SERVICE PIPING** – Those pipes, valves and appurtenances installed between a Chilled Water Main and Customer Piping.
- DEMAND** – The rate of chilled water delivered at a given point in Tons of refrigeration.
- FACILITIES** – A general term which includes pipes, fittings, valves, associated structures and the like, used as a part of or in connection with a chilled water installation.
- PERSON** – Any individual, corporation, partnership, company, limited liability corporation, organization or governmental entity.
- PREMISES** – A building and its grounds.
- RATE** – The unit prices as established by the Board’s rate-making body and the quantities to which they apply as specified in the Rate Schedule.
- RATE SCHEDULE** – A filed statement of the chilled water Rate and the terms and conditions governing its application as established by the Board’s rate-making body.
- RTU-** Remote Telemetry Unit housing Board owned Chilled Water metering and monitoring equipment.
- SERVICE LOCATION** – The point at which the Board has agreed to provide chilled water service to Customer Piping.
- SERVICE VALVES** – The valves installed by the Board at the Service Location on the customer’s premises. The Service Valves may be located at the property line, or within the Customer’s Premises, depending on the nature of the service and configuration of the Customer’s premises.

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

General Provisions

Copies of the Board's Rate Schedules for chilled water service are open to public inspection at the Board's offices and are available on the Board's Internet Web site www.lbwl.com or upon request. Application for original, modified or added service shall be made at the office of the Board of Water and Light, Utility Services, at 1232 Haco Drive, Lansing, Michigan 48912.

Any [Person](#) receiving or agreeing to receive chilled water service from Board Facilities shall be deemed a Customer of the Board subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.

Chilled water service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.

The Customer should contact the Board's Customer Projects and Development Department to determine the characteristics of the chilled water service available at the Premises. The Customer Projects and Development Department will inform the Customer of the Board's requirements, which must be fulfilled by the Customer, in order to receive chilled water service.

The Board may discontinue chilled water service to any Customer for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law. The Customer must pay a [reconnection fee](#) as stated in [Rule 12](#) to cover the costs of restoring chilled water service that has been discontinued for any breach of the Board's Policy, Rules and Regulations, Procedures or in accordance with law.

The Board will release customer information in accordance with written customer authorization and Board policy.

This document is intended to cover most situations where standardized policies and practices have been established. No officer, agent or employee of the [Board](#) has authority to waive or modify the provisions of this document unless specifically authorized to do so by the Board of Commissioners. The Board of Commissioners may revise this document at any time and may modify or suspend any portion of it temporarily or permanently.

Service Conditions

1. Character of Service

The Board produces and distributes chilled water for public use throughout its service area and will endeavor, but does not guarantee, to furnish a continuous supply and to maintain chilled water temperature and pressure within reasonable limits.

The Board shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the Board's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of Customers or third parties, operation of safety devices, loss of electrical power needed to operate the Board's control valve, metering, and monitoring equipment, absence of an alternate supply of service, failure, malfunction, breakage, necessary repairs or inspection of machinery, Facilities or equipment when the Board has carried on a program of maintenance consistent with the general standards prevailing in the industry, act of God, war, action of the elements, storm or flood, fire, riot, sabotage, labor dispute or disturbance, or the exercise of authority or regulation by governmental or military authorities.

Notwithstanding any other provision of these rules, the Board may interrupt or limit chilled water service to Customers without prior notice and in a manner that appears most equitable under the circumstances then prevailing or as necessary to protect reliability of the Chilled Water Distribution System, and the health, safety and welfare of its employees or Customers. The Board shall be under no liability with respect to any such interruption or limited supply.

2. Description of Service

A. Availability of Service

- (1) Chilled water service is available twelve (12) months a year to Customers in the City of Lansing except where the Board has determined it to be impractical to serve.
- (2) The Board will endeavor to deliver Chilled Water Service at a maximum supply temperature not to exceed 44 degrees Fahrenheit.
- (3) The Board will endeavor to deliver Chilled Water Service with maximum pressure not to exceed 100 psig and minimum pressure of not less than 60 psig at the discharge of the Board's production facility.
- (4) Chilled water service is not available where the Board must bring the Chilled Water Service Piping across another parcel or lot in order to provide service. The Chilled Water Service Piping shall cross only that legally described property upon which the building to be served is located.
- (5) In the case where there is more than one Chilled Water Main capable of providing service, the Board shall determine which Chilled Water Main will be used for service and the location of the Chilled Water Service Piping connection.

B. Agreements

The Board shall require the Customer to enter into a written agreement that details the terms and conditions and price to be paid by the Customer prior to chilled water service construction.

In addition, the Board may negotiate written contractual arrangements for the provision of necessary service Facilities, duration of service, amount of deposit and refunds thereon, minimum bills or other service conditions for Customers or prospective Customers whose load requirements exceed the capacity of the available distribution system in the area or whose load characteristics or special service needs require unusual investments by the Board in service Facilities or where there is not adequate assurance of the permanent use of the service.

The Board may charge a Connect Fee when the Customer requests the service to be made active outside normal business hours as specified in [Rule 12](#).

No promises, agreements or representations of any agent or employee of the Board shall be of binding force upon the Board unless the same is within the authority of that individual and incorporated in the written agreement.

C. Material Availability

Subject to the restrictions contained in [Rule 3.2.A](#), the Board will construct chilled water distribution Facilities and extensions only in the event it is able to obtain or use the necessary materials, equipment and supplies. The Board may, in its discretion, allocate the use of such materials, equipment and supplies among the various classes of Customers and prospective Customers of the same class.

Use of Service

1. General

Chilled water is supplied to a Customer for exclusive use on the Premises to which it is delivered by the Board. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of the Board, except as noted in [Rule 6](#).

Use of chilled water is only for the purposes authorized by the Board and is not to be extended to another building without authorization of the Board.

2. Access and Damages

The Customer shall provide and maintain appropriate access and working space around chilled water Facilities in accordance with all applicable Board standards so as to permit ready and safe operation and maintenance of such Facilities. If the Customer does not maintain appropriate access and working space to Board Facilities, the Board shall have the authority to reasonably remove the obstruction(s) hindering the Board's access to the Board Facilities and will have no obligation to restore the Customer's premises,

The Board's authorized personnel or agents of the Board shall have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including without limitation: 1) install, inspect, read, repair, maintain, test or remove its meters and fiber optics 2) install, operate and maintain other Board equipment or Facilities, and 3) inspect service installations, Customer Piping, and to determine the connected chilled water Demand. If the meters, metering equipment or other Board property are damaged or destroyed through the neglect of the Customer, the cost of necessary repairs or replacements shall be the responsibility of the Customer.

If, for any reason beyond its control, the Board is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as Premises being locked, meter being inaccessible or unsafe conditions, then after due written notice to the Customer, the chilled water service may be disconnected until such time as arrangements have been made to permit access for Board inspection and approval and the Customer has paid the appropriate [reconnection fee](#) as stated in [Rule 12](#).

3. Customer Piping and Equipment

The Board may deny or terminate service to any Customer whose Customer Piping or equipment constitutes a hazard to the Board's employees, equipment or its service to others. However, the Board is not responsible to inspect Customer Piping or equipment and shall not be held liable for any injury or damage resulting from the condition thereof.

The Customer shall install and maintain the necessary facilities or devices to protect Customer owned equipment against service interruptions and other disturbances on the Board's system.

Alterations to the Customer Chilled Water Service or associated equipment are prohibited without approval of the Board.

4. Chilled Water Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, water hammer or other problems in the Chilled Water Distribution System or to other Customers. If the Board notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within the Board requested timeframe, the Board will discontinue service until the Customer has remedied the situation and has paid fees for Investigations and Reconnections under Rule 12.

5. Improper Use and Tampering

Any Person or Customer that uses chilled water without making proper application for chilled water service shall be responsible for all charges for chilled water service. The amount of such charges shall be determined by the Board either by meter readings or on the basis of estimated consumption for the time chilled water was used.

If chilled water is being used by a Customer without proper application for service or chilled water service connection, the Board may discontinue service without notice. In case of such discontinuance of service, the Board shall restore service only after the Customer has paid the meter tampering fee and a [reconnection fee](#) as stated in [Rule 12](#) and has made appropriate restitution for stolen service and damaged equipment.

The Board may discontinue service and seek criminal charges, if it is determined that the meter or piping on the Customer's Premises has been tampered with or altered in any manner to steal chilled water. If the Board discontinues service for this reason, the Board shall restore service only after the Customer has paid the [reconnection fee](#) as stated in [Rule 12](#), made appropriate restitution for stolen service and made provisions for metering and/or piping changes as may be required by the Board.

6. Discontinuation of Service

Service may be voluntarily or involuntarily disconnected.

A. Voluntarily

Service may be voluntarily disconnected per the Customer's request. The Customer is responsible for ensuring they or a representative is present to verify service is completely disconnected. The Customer must notify the Board as soon as possible that service was not completely disconnected. The Board is unable to confirm service has been completely disconnected without a representative present at the time of disconnection. Consequently, the Board is not responsible for any property damage that results from service disconnection. The Customer is responsible to advise the Board if the shutoff was not entirely effective.

B. Demolition

Service may be voluntarily permanently disconnected for demolition purposes by submitting a demolition request form. Permanent disconnection shall be completed at the cost of labor and material required to complete the termination

C. Involuntary

Service may be involuntarily disconnected in the following instances:

- (a) Noncompliance with applicable Rules and Regulations;
- (b) Noncompliance with Municipal, State and or Federal law; or
- (c) Issuance of a Court Order.

To the extent the customer is aware of service being involuntarily, they are encouraged to be present or have a representative present at the time service is disconnected. Regardless of whether or not a customer representative is present, customer must notify the Board as soon as possible if service was not complete disconnected. Further, the Board is not responsible for any property damage that results from service disconnection.

Metering

1. General

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

2. Sizing/Installation/Ownership

The Board shall furnish, own and maintain metering and monitoring equipment, including the following elements, at no cost to the customer.

- A. RTU Cabinet and components contained therein.
- B. Temperature Transducers and Thermowells.
- C. Flow Transducers and Mounting Hardware.
- D. Temperature Control Valve and Actuator.
- E. Differential Pressure Transducer, including taps and tubing.
- F. Analog Thermometers and Thermowells.
- G. All connective wiring from remote sensors to the RTU Cabinet.

The customer shall install the above components to Board specifications, at no cost to the Board.

In addition, the Customer shall furnish the following elements at no cost to the Board:

- A. Two 120 VAC 20 AMP power circuits to the RTU Cabinet.
- B. Connective Conduits between the Sensors and the RTU Cabinet.
- C. All associated mounting hardware.
- D. A conduit route for communications and control wiring from the location of the RTU Cabinet to an electrical manhole of the Board's choosing.

The customer shall be responsible for the costs of installing communication and control wiring from the RTU panel to the Chilled Water Plant. The Board shall install, own and maintain all communication and control wiring for the metering and monitoring equipment.

3. Equipment Location

- A. The Customer shall provide, at no expense to the Board, a space/enclosure suitable to the Board for the installation of the necessary metering equipment. The Customer shall furnish the space and the provisions for mounting metering and service equipment to meet Board requirements. Inquiries regarding installation requirements should be directed to the Board's Customer Projects and Development Department.

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

4. Damaged Meter

The Customer shall be held liable for damage to the metering and monitoring equipment, and communication and control wiring from acts of carelessness, negligence or willful damage by owner or his tenants. The Board will repair any meter so damaged, and the cost shall be billed to the Customer.

Application of Rates

1. General

Chilled Water Rates are based on the Board providing only one Customer Chilled Water Service to a building or structure. The Board shall separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

2. Resale

The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase chilled water from the Board for resale to occupants on the condition that service to each occupant shall be metered separately and that the occupants may not be charged more for such service than the appropriate Rate of the Board available for similar service under like conditions. In order to qualify for resale to tenants, the owner or operator must state in writing their intent to resell in the application for service. The owner or operator shall be responsible for payment of purchased chilled water for resale as required by [Rule 7](#).

The Board shall have no obligation to furnish, test or maintain meters or other facilities for the resale of service by the reselling owner or operator to the occupant.

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

The owner or operator providing the resale shall be responsible for testing of each occupant's meter at least once every 3 years. The accuracy of such meters shall be maintained within 2%. Meters shall be tested only by outside testing services or laboratories approved by the Board.

A record of each meter, including testing results, shall be kept by the reselling owner or operator during the use of the meter and for an additional period of one year thereafter. When requested, the reselling owner operator shall submit certified copies of the meter test results and meter records to the Board.

The reselling owner or operator shall render a bill once during each billing month to each of the occupants' or tenants in accordance with the appropriate Board Rate Schedule. Every bill rendered by the reselling owner or operator shall specify the following information; The Rate Schedule title, the due date, the beginning and ending meter reading of the billing period and the dates thereof; the difference between the meter readings; the amount due for services and/or commodity use, as applicable to the Rate; subtotal before taxes, sales tax, other taxes where applicable; the amount due for other authorized charges; and the total amount due. The due date shall be 21 days from the date of rendition. The reselling owner operator shall be responsible for all collections and payment disputes for resale occupants.

The reselling owner or operator shall supply each occupant with a chilled water system adequate to meet the needs of the occupant with respect to the nature of service, and other conditions of service.

If the reselling owner or operator fails to meet the obligations of this rule, the Board will notify the appropriate authorities and after reviewing with the reselling owner or operator, the problem(s) is not resolved, the Board may declare the reselling owner or operator in violation of [Rule 2](#).

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

3. Billing

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

4. Minimum Charges

A minimum charge, as defined by the Rate in effect, shall be applied to all services and billed to the Customer. Where the Customer requests that a service be discontinued, the Board shall deactivate the service by any appropriate means, including without limitation, removing the metering devices and by disconnecting the service from the Board's Chilled Water Distribution System.

5. Property Owner-Landlord Agreement for Automatic Leave On "ALO" Service

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

The BWL strongly recommends property owners/landlords enroll their properties in Automatic Leave On services. The BWL is not responsible for the consequences of service interruptions that result from renters/tenants vacating the landlord tenant properties. Automatic Leave On Service allows property owners/landlords to maintain services, be aware when tenants vacate the landlord tenant properties and minimize any potential property damage that may result from service interruptions.

Responsibility for Payment of Bills

1. General

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

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

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

The Board may also require individual Customers to enter into a written “Billing Service Agreement,” insuring that the Customer is responsible for all services used and rendered.

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

The Board will charge a “Non-Sufficient Funds Fee” in accordance with [Rule 12](#) for returned checks.

2. Estimated Consumption

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

If for any reason all the chilled water used cannot be registered accurately, the unmetered portion shall be estimated by the Board on the basis of prior consumption, the operating characteristics of the building and equipment, or the Board’s experience in like circumstances.

3. Billing Errors

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

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

4. Account Security Deposits

The Board shall require an account security deposit from any new or existing Customer with an unacceptable credit history with the Board. The Board shall apply different rules to new Customers signing up for service in accordance with [Rule 7.4.B](#). The deposit is normally 2 times the average monthly bill (actual or estimated) as determined by the Board and shall be applied according to [Rule 12](#). Security Deposits shall be administered in accordance with Customer Service established Standards and Guidelines.

The Board may waive deposits in special circumstances. The Board may also demand deposits larger than 2 times the average monthly bill if the Board determines that a Customer presents a higher than normal credit risk.

A. Unacceptable credit history includes but is not limited to the following:

- (1) The Customer has purposefully misinformed or misrepresented facts to the Board.
- (2) The Customer misrepresents his or her identity.
- (3) The Customer tampered or interfered with utility service in the past 6 years, without the express written permission of the Board.
- (4) The Customer fails to provide adequate and acceptable identification at the time of applying for service.
- (5) The Customer has had one or more delinquent payments in the last 12 months due to:
 - (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) filed electronic funds transfers
 - (g) or other payment method cancellation
- (6) The Customer has a prior account that is delinquent within the last 6 years.
- (7) Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.

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

Residential Customers

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

Commercial and Industrial Customers

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

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

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

Dispute and Hearing Procedure

1. Disputes

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

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

2. Hearings

- A. Any Customer who disputes the services provided or a billing for services furnished in accordance with the Board's filed Rates, Rules and Regulations or established policies or procedures may request a hearing. If a hearing requested is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. Any request for a hearing may be made in writing and received by the Board's corporate office at 1201 S. Washington Avenue, Lansing, Michigan 48910.
- B. On receipt of a request for a hearing, the Board will forward this request to an independent Hearing Officer. The Hearing Officer will arrange a time for the hearing and advise both the Customer and the Board of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of the Customer or Board to attend the hearing without due cause or prior request for adjournment will constitute a waiver of right of that party to the hearing.
- C. The Board and the Customer shall:
 - (1) Have the right to be represented by Counsel or other persons of their choice.
 - (2) Have the right to present evidence, testimony and oral and written argument.
 - (3) Have the right to cross-examine witnesses appearing on behalf of the other party.

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

Distribution System Extensions

1. General

A. Request for Distribution System Extension

[Rule 9](#) sets forth the conditions under which the Board will extend its Chilled Water Distribution System.

B. Ownership

The Board shall provide, own, maintain and specify all of its distribution Facilities including location. No ownership rights to Board Facilities shall pass to any owner(s), developer(s), or Customer(s) by reason of any contribution required hereunder.

C. Availability of Distribution System Extension

The Board shall in its sole discretion determine whether or not any particular Chilled Water Distribution System extension shall be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including but not limited to entering into an agreement with a developer, property owner(s) or Customer.

Chilled Water Distribution System extensions are generally available throughout the chilled water service area if the requested service will not disturb or impair service to prior users and is within or contiguous to areas presently served.

D. Installation of Distribution System Extension

All Chilled Water Distribution System extensions shall be installed by the Board or its agent.

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

The Customer shall provide the Board a final preliminary approved site plan for Board review and approval.

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

- (1) The Customer has entered into a written agreement with the Board for the construction of the Chilled Water Distribution System extension.
- (2) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 11](#) for the Chilled Water Distribution System extension and any required system reinforcement.
- (3) Where applicable, the Customer has recorded the plat or final preliminary approval has been received, monuments or markers are in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- (4) Construction during the winter season will only occur at the Board's discretion.

E. Adequate Temperature, Pressure and Flow Capacity

The Board shall not make Chilled Water Distribution System extensions unless adequate temperature, pressure and flow capacity is available at the location of the Chilled Water Distribution System extensions as determined by the Board.

Where Chilled Water Distribution System reinforcement is required to provide adequate temperature, pressure and flow capacity at the location of the Chilled Water Distribution System extension, the Customer shall bear the cost of such Chilled Water Distribution System reinforcement in accordance with [Rule 11](#).

F. Economic Development Offsets

Where the Board determines that the Chilled Water Distribution System extension will promote development that provides substantial and sustainable economic benefits to its Customers or the Lansing region, the Board will consider an offset to its fees and charges and/or an economic incentive subject to its availability.

G. Easements and Tree Trimming/Removal Permits

Where the Board has agreed to construct the Chilled Water Distribution System extension in an easement and prior to such construction, the owner(s), developer(s) or Customer(s) shall be required to furnish, at no expense to the Board, recordable easements in a form satisfactory to the Board. The easement shall grant right-of-ways suitable for the ingress, egress and the installation and maintenance of the Chilled Water Distribution System extension including any Chilled Water Distribution System equipment as designed by the Board for present and future service. The owner, developer, or Customer shall also, in a form satisfactory to the Board, grant the Board permission to trim and remove trees as necessary to protect the integrity of its distribution system and the safety and welfare of its employees and the public.

In the event the required easements tree trimming and removal permits are not provided by the owner(s), developer(s) or Customer(s) for such extension, the Board may elect to construct all or any part thereof along public highways or other private property. In such event, the Board may require the owner(s), developer(s) or Customer(s) to pay the added construction expense occasioned by the use of such highways or other private property, plus any expense encountered in acquiring permits and easements on other private property when necessary to provide service to the owner(s), developer(s) or Customer(s).

H. Non-Standard Equipment

Where the Customer requests that the Board utilize equipment which differs from its normal specifications, purchased or installed, the Board may elect to provide such non-standard equipment with the Customer paying any additional cost.

I. Non-Standard Construction

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

J. Other Facilities

It will be the responsibility of the owner(s), developer(s) or Customer(s) to identify and provide locations of any existing privately owned underground facilities such as lawn sprinkler systems, field drainage systems, septic tanks, Customer owned electric lines, etc. If privately owned facilities are not properly located, the Board does not assume responsibility for any damage to these facilities.

K. Construction Date of Distribution System Extension

The Board, based on availability of work crews and material, and subject to approvals of the appropriate regulatory agencies, utilize best efforts in constructing the Chilled Water Distribution System extension to meet a mutually agreed upon date.

2. Chilled Water Facility Relocations and Removals:

- A. At the request of a Customer or developer, or as required due to a conflict, or to meet Board Standards, the Board will relocate or remove its chilled water Facilities provided:
 - (1) The relocation or removal is feasible and meets Board Standards.
 - (2) The Customer or developer obtains approval from all Customers impacted by the proposed relocation.
 - (3) The relocation or removal does not degrade chilled water reliability or quality.
 - (4) All governmental approvals, permits and easements are obtained.
- B. Prior to any relocation or removal of chilled water Facilities, the Customer or developer shall be required to make a nonrefundable contribution in aid of construction. The aid in contribution of construction shall reimburse the Board for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this [Rule 9](#), plus the cost of any necessary modifications to the Board's Chilled Water Distribution System affected by the relocation or removal, less the salvage value of any portion of the chilled water Facilities removed.
- C. If, at any time subsequent to completion of the Chilled Water Distribution System extension, it is found that Chilled Water Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the Board, the Customer or developer shall reimburse the Board to relocate Chilled Water Mains or related Facilities to the correct location or at the proper elevation.

Services

1. General:

The Customer Chilled Water Service shall be furnished, installed, owned and maintained by the Board. In the course of maintaining or repairing a Customer Chilled Water Service, the Board shall bear no responsibility for damage incurred or for restoration to areas where the Customer Chilled Water Service passes under any area not readily accessible. The Customer shall be responsible for additional repair costs due to these encumbered services

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

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

Should it become necessary for the Board to reinforce or upgrade the Chilled Water Distribution System to accommodate the requested service, a nonrefundable contribution in aid of construction may be required as determined by [Rule 11](#).

2. Application for Service

A. Request for existing services

Request for existing services are taken by the Customer Service Department at the Board main office at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6006 during normal business hours.

B. Request for new services

Request for new services are taken by the Utility Services Section of the Customer Service Department at Board offices at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6700, during normal business hours.

C. Commercial Service Applications

To establish commercial service/account, the Board is required to acquire the following business information:

- (1) Legal Business Name and Tax ID Number (registered in Michigan)
- (2) Type of Business
- (3) Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
- (4) Telephone Number
- (5) Email Address
- (6) Contact Name(s)
- (7) Owner or Business Agent Name
- (8) Mailing Address if different from Service Address

3. Chilled Water Service:

A. General

The Customer shall provide the chilled water demand and a site plan showing the proposed building size and location of proposed service entrance to the Board's Customer Projects and Development Department.

Customer Chilled Water Services shall be installed from the Chilled Water Main to the Customer's property line in the most direct manner. The pipe comprising the connection shall cross only that legally described property upon which the building to be serviced is located.

It is the intent of the Board that all underground chilled water pipes be installed and maintained by the Board. However, where unusual or special circumstances exist, the Customer may request approval to install underground chilled water pipes. Applicants shall submit plans and specifications to the Board's Customer Projects and Development Department for approval prior to installation.

No person other than an authorized employee of the Board shall operate any valve, blowoff, or any other device connected anywhere on the Customer Chilled Water Distribution System, including without limitation, any Customer Chilled Water Service or metering. No Person except an authorized representative of the Board shall tap, modify or connect to a Chilled Water Main or any of the pipes comprising the Customer Chilled Water Service. Alternations to the Board's Facilities (including pipes, valves, and metering) are prohibited without approval of the Board.

The Customer shall flush the Customer Piping prior to connection to the Customer Chilled Water Service. The flushing shall remove all debris and foreign matter from the Customer Piping. The Board shall be notified of the date of flushing and given the opportunity to witness same. The Customer shall not use the Customer Chilled Water Service for cleaning or flushing of the Customer Piping.

B. Customer Connections to Board Facilities

It shall be the Customer's responsibility to connect Customer Piping to the Customer Chilled Water Service. All work shall be in full compliance with all Board standards and applicable codes.

The Customer shall not connect to the Customer Chilled Water Service except at the outlet side of the Board Service Valves.

C. Customer Chilled Water Piping

The Customer shall make sufficient provisions to support the Customer Piping so that the Board's Customer Chilled Water Service is not adversely affected.

The Customer shall inform the Board of the date of connection to the chilled water system. The Board shall be afforded the opportunity to witness the connection.

D. Installation and Maintenance of Chilled Water Services

Installation of a chilled water service will be initiated provided:

- (1) The Customer has provided the Board a final preliminary approved site plan for Board review and approval.

- (2) The Customer has entered into a written agreement with the Board for the construction of the chilled water service.
- (3) The Customer has paid any deposits as required by [Rule 7.4](#) and [Rule 11](#) for the chilled water service.
- (4) Where applicable, the Customer shall have the plat recorded or final preliminary approval received, monuments or markers in place, lot lines staked, sewers installed, streets at finished grade (before gravel and curb and gutter installation), sidewalk grading completed, and the ground in workable condition.
- (5) Construction during the winter season will only occur at the Board's discretion.

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

The Customer shall be responsible for additional repair costs due to encumbered Customer Chilled Water Services or damage as a result of negligence, willful damage or carelessness by the Customer, owner or tenants.

4. Chilled Water Facility Relocations and Removals:

The Board will relocate or remove its chilled water Facilities in accordance with [Rule 9.2](#)

System Extension & Service Deposit

1. General

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

2. Distribution System Extension and Customer Chilled Water Service

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

3. Customer Chilled Water Service Only

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



Schedule of Fees & Charges
Chilled Water Rule and Regulation 12

Schedule of Fees & Charges

CHILLED WATER FEES and CHARGES		
Charge Description	When Applied	Charge
Security Deposits –Commercial & Industrial	For all new customers unless waived by conditions stated in Rule 7 .	2 times average monthly bill
Connect fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day.	No charge \$135
Reconnection fee Non-pay	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 4.00 p.m. weekdays are normally completed by the end of the same business day. Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 4:00 p.m. weekdays or on Saturday will be completed by the end of the day.	\$60 \$135
Meter Tampering	Each occurrence	\$155
Customer requested service investigation or meter read	Each Occurrence Valid Service or Metering Issue	\$30 No Charge
Missed Appointment, No Show, No access Fee	After second occurrence, per occurrence	\$30
Failed Payment Fee /Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Charges other than those published	Relocations, damages, etc.	At cost