

RULES and REGULATIONS for ELECTRIC SERVICE



CONTENTS

Rule 1. Definitions5

Rule 2. General Provisions7

 2.1 General Provisions7

Rule 3. Characteristics of Service.....8

 3.1 Character of Service.....8

 3.2 Available Voltage8

 3.3 Dual Voltage Transformers9

 3.4 Agreements9

 3.5 Material Availability.....9

Rule 4. Use of Service10

 4.1 General10

 4.2 Access and Damages.....10

 4.3 Customer Equipment.....11

 4.4 Power Quality and Disturbances11

 4.5 Power Factor.....11

 4.6 Improper Use and Tampering.....12

 4.7 Disconnection of Service12

Rule 5. Metering14

 5.1 General14

 5.2 Installation and Ownership.....14

 5.3 Equipment Location.....14

 5.4 Multiple Occupancy Buildings15

 5.5 Meter Calibration Request15

 5.6 Damaged Metering Equipment15

 5.7 Rate 5 and 8 Meter Installations15

Rule 6. Application of Rates.....16

6.1 General16

6.2 Resale of Electric Power16

6.3 Choice of Rates17

6.4 Reactive Power17

6.5 Space Conditioning - Electric Water Heating Service17

6.6 Mobile Homes in Courts - Individually Served.....18

6.7 Apartment Buildings and Multiple Dwelling Structures18

6.8 Cogeneration and Small Power Production Facility.....18

6.9 Billing Demand.....19

6.10 Minimum Charges19

6.11 Property Owner - Rental Agent Agreement for Automatic Leave-On “ALO” Service.....19

Rule 7. Bills and Payments20

 7.1 Responsibility for Payment of Bills20

 7.2 Estimated Consumption20

 7.3 Billing Errors.....20

 7.4 Account Security Deposits21

Rule 8. Dispute and Hearing Procedure.....23

 8.1 Disputes23

 8.2 Independent Hearings23

Rule 9. Sale and Lease of Service Facilities25

 9.1 General25

Rule 10. Distribution System Extensions26

 10.1 Request for Distribution System Extension26

 10.2 Ownership26

 10.3 Nonrefundable Contribution for Underground Extensions26

 10.4 Deposit.....27

 10.5 Refunds of Deposit27

10.6 Economic Development offsets 28

10.7 Easements 28

10.8 Tree Trimming and Removal Permits 28

10.8 Non-Standard Equipment 28

10.9 Non-Standard Construction 28

10.10 Other Facilities 29

10.11 Customer Provided Facilities 29

10.12 Mobile Home Courts 29

10.13 Street Lighting 29

10.14 Outdoor Protective Lighting 30

10.15 Subdivisions 31

10.16 Available Voltage 31

10.17 Construction Date of Distribution Extension 31

10.18 Trenching and Duct 31

10.19 Conversion of Existing Overhead Distribution Systems and Associated Services 32

10.20 Electric Facility Relocations and Removals 33

10.21 Distribution System Extensions for Second Source 33

Rule 11. Services 35

 11.1 General 35

 11.2 Application for Services 35

 11.3 Temporary Services 36

 11.4 Residential, Commercial, and Industrial Overhead Services 37

 11.5 Residential Underground Services from Underground Distribution Systems 37

 11.6 Residential Underground Services from Overhead Distribution Systems 38

 11.7 Commercial and Industrial Underground Services 38

 11.8 Multi-Dwelling Structure Services 40

 11.9 Conversion of Existing Overhead Electric Services 40

11.10 Electric Service Relocations and Removals.....	40
11.11 Second Service.....	40
11.12 Plug-In Electric Vehicles.....	41
Rule 12. Motors.....	42
12.1 Motors.....	42
Rule 13. Use of BWL Equipment.....	43
13.1 General.....	43
13.2 Authorized Attachments.....	43
13.3 Unauthorized Use and Removal.....	43
13.4 Temporary Transfer Fee.....	43
13.5 Asset Transfers.....	44
13.6 Payment of Fees.....	44
Rule 14. Parallel Power Sources.....	45
14.1 General.....	45
14.2 Approvals.....	45
14.3 Control and Protection.....	45
14.4 Operation.....	45
14.5 Termination.....	46
14.6 Contract.....	46
Rule 15. Compliance.....	47
15.1 Compliance.....	47
Rule 16. Schedule of Fees & Charges.....	48

RULE 1. DEFINITIONS

AMPERE - Unit of electrical current.

ANNUAL REVENUE - BWL estimated income received, from a Customer or a group of Customers, for a twelve (12) month period, less sales tax, franchise fees, and other fees earmarked in the rates.

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

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

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

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

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

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

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

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

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

FACILITIES - A general term which includes BWL equipment, devices, structures, and the like, used as a part of or in connection with an electric installation.

HERTZ – (Hz) - Cycle per second.

HIGH-RISE HOUSING STRUCTURE - A building in excess of three stories in height comprised primarily of several individually metered Residential Customers.

HORSEPOWER (hp) - Unit of mechanical Power equivalent to 746 watts of Electric Power.

KILO (k) - Prefix meaning one thousand.

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

KILOWATT (kW) - 1,000 watts of Electrical Power equivalent to about 11/3 Horsepower.

KILOWATT-HOUR (kWh) - Unit of electrical energy equivalent to the use of one Kilowatt for one hour.

LOAD - The amount of Power or Kilovolt amperes delivered at a given point.

MAIN LINE TRENCH - A Trench in which Primary Voltage Distribution Lines are installed.

MOBILE HOME COURT - A parcel or tract of land upon which three (3) or more mobile homes are located and occupied on a continuous non-recreational basis. The mobile home court must be of a permanent nature with improved streets and with individual water and sewer connection to each lot.

MULTI-DWELLING STRUCTURE - A building containing 5 or more Dwelling Units, including, but not limited to, apartments, condominiums or senior housing projects.

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

POWER - Energy per unit of time.

POWER FACTOR (P.F.) - Ratio of Kilowatt Power to Kilovolt Ampere apparent Power, expressed in %.

PREMISES - A building and its grounds.

PRIMARY VOLTAGE - Nominal voltage of 601 Volts to 15,000 Volts.

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

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

RESIDENCE (also residential) - Includes one family, two family and Multi-Dwelling Structures containing three or more individual Dwelling Units, but not including High-Rise Housing Structures.

RISER POLE - Pole where the transition takes place between underground and overhead Facilities. This may be Primary or Secondary Voltage.

SECOND SERVICE - Additional service of substantially the same characteristics usually supplied from the same source.

SECOND SOURCE - Additional source of substantially the same characteristics supplied from a separate electric Distribution Line.

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

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

SERVICE LIMITER - Device used to minimize electric consumption by way of restricting amperage.

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

TRANSMISSION SYSTEM - That portion of the BWL's system which delivers Electric Power with a nominal voltage of 138,000 Volts.

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

VOLT - Unit of electrical force.

RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL Rate Schedules for Electric Service are open to public inspection at the BWL offices and are available on the BWL website at www.lbwl.com/rates or upon request. Application for original, modified, or added service should be made at BWL Utility Services, 1232 Haco Drive, Lansing, Michigan 48912.
- B. Any Person receiving or agreeing to receive Electric Service from BWL Facilities is deemed a Customer of the BWL, subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Electric Service will not be supplied to new or remodeled buildings until such installations have been inspected and approved by the appropriate inspection authority and are in accordance with these Rules and Regulations.
- D. Prior to purchasing equipment or installation of wiring, the Customer should contact the BWL's Customer Projects Department to determine the characteristics of the Electric Service available at the Premises, since all voltages may not be available. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer to receive Electric Service.
- E. No rights, title, or interest in Facilities provided by the BWL will pass to any person as a result of any deposit or contribution made under these Rules and Regulations, unless otherwise specified herein or by contract. Deposits or contributions made by Customers toward Facilities will not be refundable unless expressly provided in these Rules and Regulations.
- F. The BWL may disconnect Electric Service to any Customer for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The Customer must pay a reconnection fee in accordance with Rule 16 to cover the costs of restoring Electric Service that has been disconnected for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The BWL may charge a reconnection fee in accordance with Rule 16 for each utility reconnected.
- G. The BWL will release Customer information in accordance with written Customer authorization and BWL policy.
- H. 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.

RULE 3. CHARACTERISTICS OF SERVICE

3.1 CHARACTER OF SERVICE

- A. The BWL supplies 60 Hertz alternating current throughout its service area and intends, but does not guarantee, to furnish a continuous supply of Electric Power and to maintain voltage and frequency within reasonable limits.
- B. The BWL will not be liable for interruptions in the service, including, but not limited to, phase failure or reversal, variations in the service characteristics, including, but not limited to, variations in frequency and voltage, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond the BWL's control. Such causes or conditions specifically include, but are not be limited to, acts or failure to act by Customers or third parties, operation of safety devices, absence of an alternate supply of service, the failure, malfunction, breakage, repairs, or inspection of machinery, or lack thereof, Facilities or equipment when the BWL has carried on a program of maintenance consistent with the general standards prevailing in the industry, acts of God, war, action of the elements, storm, flood, fire, riot, sabotage, labor dispute, labor disturbance, the exercise of authority by the government, the exercise of authority by the military, governmental regulation, and military regulation.
- C. Notwithstanding any other provision of these Rules, the BWL may interrupt, curtail, or suspend Electric Service to all or some of its Customers in accordance with the provisions of the BWL's Emergency Electrical Curtailment procedures or as necessary to protect the health, safety, and welfare of its employees or Customers and the reliability of its electric distribution system. The BWL is not liable for any such interruption, curtailment, or suspension of electric service.

3.2 AVAILABLE VOLTAGE

- A. Single-phase 120/240 Volt three-wire service is available for lighting and miscellaneous requirements. At the BWL's option, single-phase 120/208V three-wire service may be made available.
- B. Combined lighting and Power service at 120/208 Volt three-phase four-wire, 120/240 Volt three-phase four wire, or 277/480 Volt three-phase four-wire may be made available at the BWL's option.
- C. Three-phase Power service at 240 Volts three-wire, or 480 Volts three-wire, may be made available for Customers desiring a separate Power service. The BWL is not required to provide more than one lighting and one Power service or one combined lighting and Power service to a Customer's Premises. In cases where the BWL permits a separate Power service, the Customer must pay the cost of providing this additional Power service.
- D. If a Customer requires a three-phase voltage different from the established voltage in the area, it may be furnished at the BWL's option. In such cases, the Customer must pay all extra costs involved. In the case where there is more than one established voltage in the area, the BWL will determine which voltage will be furnished and any applicable costs as determined by Rule 10, Rule 11, and Rule 16.
- E. Primary Voltage service is also available for Customers whose Demand is 100 kW or more. The BWL will determine the Primary Voltage available. All equipment necessary for the protection of the Customer's Equipment, control of the Electric Power, and utilization of service by the Customer must be approved by the BWL, located on the Customer's side of the point of delivery, and must be furnished, installed, and maintained by the Customer. Point of delivery must be at the BWL's electrical service connection to the

Customer-owned equipment. For Customer-owned transformer installations larger than those listed below, the BWL may require the Customer to furnish, install, and maintain special primary protective equipment.

Primary Voltage (Phase to Phase)	Combined Transformer – 3 phase kVA
4,160 V	500 kVA
8,320 V*	1,000 kVA
13,200 V	2,000 kVA

*This voltage is only available for existing Customers currently receiving this voltage

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

3.3 DUAL VOLTAGE TRANSFORMERS

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

3.4 AGREEMENTS

- A. The BWL may require the Customer to enter into a written agreement that details the terms, conditions and price to be paid by the Customer prior to Electric Service construction.
- B. In addition, the BWL may 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 may 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 may charge a connection or reconnection fee when the Customer requests the service to be made active outside normal business hours as specified in Rule 16.
- D. No promises, agreements, or representations of any agent or employee of the BWL will be binding on the BWL unless the same is within the authority of that individual and incorporated in the written agreement.

3.5 MATERIAL AVAILABILITY

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

RULE 4. USE OF SERVICE

4.1 GENERAL

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

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around electric Facilities in accordance with all applicable electrical codes and BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, replacement, and tree trimming. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to trim, cut down, remove, or otherwise prevent future growth of trees and brush, and remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of BWL Facilities. In such instances, the BWL will have no obligation to restore the Customer's Premises.
- B. The BWL's authorized personnel or agents of the BWL, must have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including, but not limited to, the following:
 - 1. Install, inspect, read, repair, maintain, test, or remove its meters.
 - 2. Install, operate, inspect, and maintain other BWL equipment or Facilities.
 - 3. Inspect and determine the connected electrical Load.
 - 4. Perform tree-trimming and brush removal.
- C. If a meter, metering equipment, or other BWL property is damaged or destroyed through acts or failure to act by the Customer or someone other than the BWL, the cost of necessary repairs or replacements is the responsibility of the Customer.
- D. If the BWL is unable to read, operate, maintain, or inspect a meter for reasons beyond its control, including, but not limited to, Customer interference, the Premises being locked, the meter being inaccessible or the presence of unsafe conditions, service may be disconnected or interrupted and the Customer will be responsible to pay the appropriate reconnection fee in accordance with Rule 16.
- E. If a Customer intentionally interferes with the BWL's access to Facilities, including, but not limited to, physical or verbal threats, assault, or intimidation, the Customer will be responsible to pay an interference fee, per incident, in accordance with Rule 16.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.

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

4.3 CUSTOMER EQUIPMENT

- A. The BWL will deny or terminate service to any Customer whose wiring or equipment constitutes a hazard to the BWL's employees, its equipment, its service to others, or the public. The BWL is not responsible for installing, inspecting, repairing, maintaining, testing, or removing the Customer's wiring or equipment and is not liable for any injury or damage resulting from the condition of such wiring or equipment.
- B. Situations in which the Customer's wiring or equipment is damaged and needs repair as a direct result of the BWL's planned or emergency work, such wiring or equipment will be repaired or restored by the BWL. The BWL will not repair or restore wiring or equipment that was damaged or defective prior to the BWL's work.
- C. The Customer must install and maintain the necessary Facilities or devices to protect Customer-owned equipment against service interruptions, phase loss, variations in voltage, and other disturbances on the BWL Electric Distribution system, as well as the necessary devices to protect BWL Facilities against overload caused by the Customer's Equipment.
- D. Alterations to the Customer Electric Service or associated equipment require the approval of the BWL.

4.4 POWER QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause interference, affect voltage, affect frequency, add harmonics, or other disturbances to the BWL's system or to another Customer's service. If the BWL notifies the Customer of such a condition, the Customer must discontinue operation of equipment causing the condition until a correction has been made. If the Customer does not remedy the condition within the time requested by the BWL, the BWL will disconnect service until the Customer has remedied the situation and has paid the reconnection fee in accordance with Rule 16 as well as any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the BWL's system required to continue proper operation of the BWL's system in conjunction with the Customer's Equipment when the Customer causes such alterations. In determining the existence of disturbances, the BWL will rely on the latest revision of Standard 519, *IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems*. The BWL may also use other appropriate standards or criteria in determining disturbances to the BWL's system.

4.5 POWER FACTOR

- A. The BWL is not obligated to furnish service to loads with a Power Factor of less than eighty-five percent (85%) whether newly installed, reconnected, or moved to another location. The Customer will be required to provide, at no expense to the BWL, suitable equipment for improving the Power Factor to at least eighty-five percent (85%).

4.6 IMPROPER USE AND TAMPERING

- A. A Person or Customer that uses Electric Power without making proper application for Electric Service is responsible for all charges for Electric Service. The amount of such charges will be determined by the BWL either by an actual meter read or by estimated consumption for the time Electric Power was used.
- B. The BWL may disconnect service, without notice, if a Person or Customer uses Electric Power without proper application for service or Electric Service connection. In the case of such disconnection of service, the BWL will restore service only when the Person requesting reconnection is or becomes a Customer, has paid the meter tampering fee and reconnection fee in accordance with Rule 16, and has made appropriate restitution for stolen service and damaged equipment.
- C. The BWL may disconnect service without notice, if it determines the meter or wiring on a Premises has been tampered with or altered in any manner. If the BWL disconnects service for this reason, the BWL will restore service only when the Person requesting reconnection is or becomes a Customer, paid the meter tampering fee and reconnection fee in accordance with Rule 16, made appropriate restitution for stolen service and damaged equipment, and made arrangements for an outdoor meter installation or other metering changes as may be required by the BWL.

4.7 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. The Customer or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. The Customer must take all necessary measures to verify disconnection and secure Customer-owned equipment in the event of electric service disconnection.
- B. If service disconnection is not effective, the Customer is responsible for notifying the BWL as soon as possible. The Customer is also responsible for all electric service consumption registered, and damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 - 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 16 to cover the costs of restoring service.
 - c. Service may be permanently disconnected for demolition purposes by submitting a demolition request form. Permanent disconnection is completed at the cost of labor and material required to complete the disconnection.
 - 2. Noncompliance
 - a. Service may be involuntarily disconnected for noncompliance with BWL Rules and Regulations.
 - b. Service may be involuntarily disconnected for noncompliance with Municipal, State, or Federal law.
 - c. Service may be involuntarily disconnected by issuance of a court order.

3. Other

- a. Service may be disconnected if the BWL no longer provides services to the applicable jurisdiction or territory.
- b. Service may be disconnected if an alternative is available to the Customer subject to the BWL's approval.

RULE 5. METERING

5.1 GENERAL

- A. All Electric Power sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL, except where it is impractical to meter, such as street lighting, temporary installation, or special installation, in which cases the consumption may be estimated.
- B. Inquiries regarding BWL installation requirements should be directed to the BWL's Customer Projects Department.

5.2 INSTALLATION AND OWNERSHIP

- A. The Customer must install, own, and maintain a metering enclosure. Meter enclosures may be furnished by the BWL. The BWL will furnish, own, and maintain self-contained meters, and potential and current transformers. The Customer must furnish, install, own, and maintain all other service equipment, and all wiring and conduits from the weatherhead of an overhead service connection and from the point of service of an underground service connection.

5.3 EQUIPMENT LOCATION

- A. The Customer must provide, at no expense to the BWL, a space or enclosure suitable to the BWL for the installation of the necessary metering equipment. The Customer must also furnish the space and the provisions for mounting current and potential transformers to meet BWL requirements. Where the Customer desires to utilize a BWL standard current and potential transformer enclosure, the Customer must make a payment in accordance with Rule 16. Inquiries regarding BWL requirements for equipment and its installation should be directed to the BWL Customer Projects Department.
- B. The BWL requires the metering equipment for all residential Customers and, where practicable, commercial and small industrial Customers to be located outdoors on the Customer's building or structure. The meter must be located within service pedestal line of sight and at the nearest point of attachment as practicable. The meter must be located on the same half of the dwelling as the service pedestal and the service must not pass under a driveway. Meters in existing indoor installations that are to be rearranged to affect the Service Entrance Conductors or service equipment must be changed to outdoor installations where suitable locations are available.
- C. The BWL must approve the mounting of metering equipment indoors in those cases where there is no suitable outdoor location. Indoor locations must be as near as practicable to the point where the Service Entrance Conductors enter the building. Interior walls, panels, or meter boards on which meters are mounted must be rigid, free from vibration, and located in a clean and dry part of the building.
- D. Meter sockets, meter connection boxes, and instrument transformer enclosures must not be used as junction boxes for supplying Customer's branch circuits or grounding conductor termination, and no wiring other than service entrance and bonding conductors can be run through this equipment. Metered conductors from different meters must not be placed in the same raceway between the meter and the main disconnect device.
- E. The height of single line meter settings must not be less than four and one-half (4½) feet nor more than five and one-half (5½) feet above finished grade or floor level.

- F. When using stacked multiple meter socket panels, the lowest meter must not be less than twenty-four (24) inches from the floor for indoor locations. For outdoor locations, the installed meter centerlines must be a minimum of thirty (30) inches from finished grade, a maximum of seventy-two (72) inches from finished grade, and must be limited to a maximum four (4) meter stack.

5.4 MULTIPLE OCCUPANCY BUILDINGS

- A. The metering and Customer's service equipment for multiple occupancy buildings where several floors, apartments, stores, etc. are rented separately should be grouped in a common meter room, public hallway, or some other BWL-approved location where they will be accessible at all times to BWL authorized personnel or agents of the BWL. Metering equipment in multiple occupancy buildings must be plainly marked with metal tags or neat lettering or numerals identifying the portion of the building served. Such identification is the responsibility of the building owner.

5.5 METER CALIBRATION REQUEST

- A. Upon Customer request, the BWL will inspect and test a meter to ensure it is calibrated within the permitted accuracy limits of plus or minus 2%.
- B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 16.
- C. For a meter with test results outside the permitted accuracy limits of plus or minus 2%, the BWL may repair or replace the meter and the meter calibration charge will be refunded to the Customer.
- D. For a meter with test results within the permitted accuracy limits of plus or minus 2%, the BWL may reinstall or replace the meter.

5.6 DAMAGED METERING EQUIPMENT

- A. The Customer is liable for acts or failure to act by the Customer, their agent, or their tenant that result in damage to the metering equipment, monitoring equipment, or communication and control wiring. The BWL will repair or replace damaged metering and monitoring equipment, and communication and control wiring, and the cost will be reimbursed by the Customer.
- B. When a Customer requests service in a location where the BWL has an existing service connection, and the meter is missing, broken, or otherwise inoperable, a Damaged Meter Charge will be applied in accordance with Rule 16.

5.7 RATE 5 AND 8 METER INSTALLATIONS

- A. After July 1, 2002, all Customers selecting Rate 5 or Rate 8 may, at the BWL's discretion, be required to install a communication service to the meter enclosure in accordance with BWL standards. The Customer is responsible for installation, maintenance, and ongoing costs of the communication service. The Customer must notify the BWL of any phone number changes.
- B. The BWL may impose a Damaged Meter Charge as specified in Rule 16 for each month the Customer has not complied with the requirements of this Rule 5.7.

RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Residential Rates are based on the BWL providing only one electrical service to a residential building or structure. All other Rates are based upon the BWL providing only one lighting and one Power service or one combined lighting and Power service for the total requirements of each separate building or structure of the Customer, unless otherwise provided for in these Rules and Regulations. The BWL will separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

6.2 RESALE OF ELECTRIC POWER

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase Electric Power from the BWL for resale to occupants on the condition that service to each occupant must be metered separately and the occupants may not be charged more for such service than the appropriate BWL Rate available for similar service under like conditions. To qualify for resale of Electric Power to tenants, the owner or operator must state in writing their intent to resell in the application for service. The owner or operator is responsible for payment of purchased Electric Power for resale as required by Rule 7.
- B. The BWL has no obligation to furnish, test, or maintain meters or other equipment used for the resale of electric power to an occupant by the reselling owner or operator.
- C. Billing records of the owner or operator may be audited once every 12 to 18 months using generally accepted auditing practices. The audit will be conducted by the BWL or if the BWL elects, by an independent auditing firm approved by the BWL. The reselling owner or operator will be assessed a reasonable fee for an audit conducted by the BWL or its agent.
- D. The reselling owner or operator is responsible for testing each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained within 2% for non-Demand meters and within 1% for Demand meters. Meters must be tested only by outside testing services or laboratories approved by the BWL.
- E. A record of each meter, including testing results, must be kept by the reselling owner or operator during use of the meter plus one year thereafter. When requested by the BWL, the reselling owner or operator must submit certified copies of the meter test results and meter records to the BWL.
- F. The reselling owner or operator must render a bill once during each billing month to each of the occupants or tenants in accordance with the appropriate BWL Rate Schedule. Every bill rendered by the reselling owner or operator must specify the following information:
 - 1. The Rate Schedule title.
 - 2. The due date.
 - 3. The beginning and ending meter reading of the billing period and the dates thereof.
 - 4. The difference between the meter readings.
 - 5. The amount due for distribution services and Electric Power use, as applicable to the Rate.

6. Subtotal before taxes, sales tax, other taxes where applicable, amount due for other authorized charges, and total amount due.
- G. The due date must be 21 days from the date of rendition and the reselling owner or operator is responsible for all collections and payment disputes for resale occupants.
- H. The reselling owner or operator must supply each occupant with an electric system adequate to meet the needs of the occupant, such as voltage level and other conditions of service.
- I. If the reselling owner or operator fails to meet the obligations of this rule, the BWL will notify the appropriate authorities and after reviewing with the reselling owner or operator, the problem is not resolved, the BWL may declare the reselling owner or operator in violation of Rule 2.
- J. The renting of a Premises with the cost of Electric Service included in the rental as an incident of tenancy will not be considered a resale of such service.

6.3 CHOICE OF RATES

- A. In some cases, the Customer may be eligible to take service under one of two or more Rates. Upon request, the BWL will advise the Customer of the Rate that will, based on the best available information, provide the lowest cost of service but responsibility for selection of the Rate is solely the Customer's.
- B. After the Customer has selected a Rate, the Customer may not change from that Rate to another Rate until at least twelve (12) months have elapsed. The Customer cannot evade this Rule by temporarily terminating service. The BWL may waive the provisions of this paragraph where it appears that a change of Rate is necessary for permanent rather than temporary or seasonal advantage, the intent being to prevent frequent changes from Rate to Rate.
- C. The BWL is not responsible for the difference in charges under different Rates applicable to the same class of service, unless the BWL provided an incorrect initial service turn-on Rate setting or unless the Customer makes a written request and has a permanent change in Load profile. Any refund is at the BWL's discretion and may not exceed 3 years.

6.4 REACTIVE POWER

- A. General Service Rates that include a capacity charge (Demand Rate) may be subject to an adjustment for a reactive Power charge based on registered reactive Kilovolt Ampere hours (kVARh) during the billing period. All Primary Voltage installations will include kVARh metering to determine the reactive Power charge.
- B. The BWL may require all or any Secondary Voltage Demand Rate Customers whose maximum Demand is 100 kW or more for six (6) months out of any twelve (12) consecutive month period to install a kVARh meter for reactive Power adjustment. Secondary Voltage Demand Rate Customers whose Demand is less than 100 kW may be tested with portable kVARh metering equipment to determine if permanently installed kVARh metering is justified. The BWL may determine the average Power Factor by test and apply a reactive Power charge. Customers who install Power Factor correction equipment may request that kVARh metering be installed.

6.5 SPACE CONDITIONING - ELECTRIC WATER HEATING SERVICE

- A. Space Conditioning - Electric Water Heating Service Rate No. 12 is available to commercial and industrial Customers for space conditioning and water heating service as specified in the availability clause in the Rate Schedule.

- B. Other uses of Electric Power at the Premises will be billed using an appropriate secondary General Service Rate.

6.6 MOBILE HOMES IN COURTS - INDIVIDUALLY SERVED

- A. Service to new Mobile Home Courts and expanded service to existing Mobile Home Courts will be provided through individual tenant metering.
- B. Ordinarily, Electric Service to a mobile home must be in the name of the occupant; however, service to lots designated for occasional or short-term occupancy must be in the name of the owner of the Mobile Home Court or an authorized representative. For rules covering installation of electric distribution and services for mobile homes in courts, see Rule 10.12.
- C. An individually served mobile home used as a Residence will qualify for an appropriate residential Electric Service Rate.

6.7 APARTMENT BUILDINGS AND MULTIPLE DWELLING STRUCTURES

- A. An apartment building or a multiple dwelling structure containing four (4) or less Dwelling Units may elect to be billed on the appropriate Residential Service Rate.
- B. Apartment buildings or multiple dwelling structures containing five (5) or more Dwelling Units must have each Dwelling Unit separately metered.
- C. Apartment buildings or multiple dwelling structures constructed after March 1, 1979 must have each Dwelling Unit separately metered.

6.8 COGENERATION AND SMALL POWER PRODUCTION FACILITY

- A. Customers who utilize cogeneration or small Power production equipment as a source of Electric Power may receive partial or standby service under the following applicable BWL Rate Schedules:
 - 1. Residential Electric Service – Rate 1
 - 2. General Service – Rate 3
 - 3. Large General Service – Rate 4
 - 4. Primary Service – Rate 5
 - 5. Large Capacity Electric Service – Rate 8
- B. A Customer who installs renewable energy generation connected to operate in parallel with the BWL's electric distribution system may elect to participate in the Net Metering program. The credit the Customer can receive for energy supplied to the BWL's distribution system, will be in accordance with the most current Renewable Energy Net Metering Rider.
- C. A Customer requesting Electric Service under this Rule must enter into a special contract with the BWL setting forth terms and conditions of service, and must enter into an interconnection agreement.
- D. Eligible Customers who elect to sell Electric Power to the BWL will be paid for such Electric Power at the Rate specified in the applicable Rate Schedule as set forth above. When not so specified in the applicable Rate Schedule, the BWL will pay for such Electric Power at a Rate determined by the BWL.

6.9 BILLING DEMAND

- A. If a Customer's electric Load drops below the minimum Demand requirement of a particular Rate, the BWL reserves the right to change the billing Rate of this service to another appropriate General Service Rate.

6.10 MINIMUM CHARGES

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

6.11 PROPERTY OWNER - RENTAL AGENT AGREEMENT FOR AUTOMATIC LEAVE-ON "ALO" SERVICE

- A. The BWL 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 Electric Service during the interim between tenants.
 - 2. The landlord is in compliance with all other BWL Rules and Regulations.
- B. The BWL strongly recommends that property owners and landlords enroll their properties in Automatic Leave-on Service. The BWL is not responsible for the consequences of service interruptions that result from renters or tenants vacating Premises. Automatic Leave-on Service 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.

RULE 7. BILLS AND PAYMENTS

7.1 RESPONSIBILITY FOR PAYMENT OF BILLS

- A. Each Customer is responsible for paying all utility bills as rendered on or before the due date shown on the bill. The Customer remains responsible for payment of the bills until the Customer orders service to be disconnected and the BWL has had reasonable time to secure a final meter reading. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately fifteen (15) days before the due date shown on the bill. The Customer must 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 BWL, to receive the bill does not entitle the Customer to pay the net amount after the due date of the bill. If a bill remains unpaid after issuance of a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements. In accordance with Michigan law, the BWL will not shut off Electric Service to an eligible Customer for non-payment on delinquent accounts from November 1 through April 15. An “eligible Customer” is defined as a senior citizen 65 years of age or older, or a low-income Customer who is currently enrolled in the Winter Protection Payment Plan.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A new Customer account may not be established for a Service Location if a delinquent Customer account holder resides at the same Service Location as the new Customer, unless the new Customer agrees to pay a deposit in accordance with Rule 16.
- E. The BWL may also require individual Customers to enter into a written “Billing Service Agreement,” insuring the Customer is responsible for all services used.
- F. 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.
- G. The BWL will charge a “Non-Sufficient Funds Fee” in accordance with Rule 16 for returned checks.

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 new 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. Account security deposits will be administered in accordance with Customer Service established standards and guidelines.
- B. The BWL may waive account security deposits in special circumstances, such as the Customer is receiving assistance from a social service agency, or like entity, to bring their bill current where at least 50% of the account balance is being paid by such entity, or as set forth below in this Rule 7.4. 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.
- C. Unacceptable credit history includes, but is not limited to, the following:
 - 1. The Customer intentionally misinformed or misrepresented facts to the BWL.
 - 2. The Customer misrepresents his or her identity.
 - 3. The Customer diverted, tampered with, or otherwise interfered with utility service in the past 6 years.
 - 4. The Customer fails to provide positive identification at the time of applying for service.
 - 5. 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
 - 6. The Customer has an account within the last 6 years that is delinquent.
 - 7. Credit check using a credit reporting agency or similar entity reveals unfavorable credit risk.
- D. Deposits may be waived for new residential Customers in any of the following situations:
 - 1. The Customer has previously established an acceptable payment history with the BWL on a similar account.
 - 2. The Customer has no service history with the BWL, has been verified to be a low credit risk using accepted credit reporting standards through a credit reporting agency or similar entity.
 - 3. The Customer's bill is paid by a governmental agency.
 - 4. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 - 5. The Customer provides an acceptable surety bond.

6. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- E. Deposits may be waived for new commercial and industrial Customers in any of the following situations:
1. The Customer has previously established an acceptable payment history with the BWL on a similar account.
 2. The Customer's bill is paid by a governmental agency.
 3. The Customer secures a guarantor, and the guarantor has an acceptable payment history.
 4. The Customer provides an acceptable surety bond.
 5. The Customer provides an acceptable credit reference letter from a similar utility company for a similar account. Account must have been in the Customer's name and maintained for a minimum of 12 consecutive months.
- F. The BWL will refund account security deposits to Customers who have taken service for 12 months and have an acceptable payment history. The BWL will also refund deposits to Customers who have voluntarily terminated service and paid all charges due.
- G. The BWL will pay simple interest accrued on account security deposits held. No interest will be paid until the deposit is returned to the Customer. The interest rate will be updated on July 1 of each year. The interest rate used to calculate interest will be the sum of the Federal Funds rate in effect on the last day of March of the current year plus .25%.

RULE 8. DISPUTE AND HEARING PROCEDURE

8.1 DISPUTES

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

8.2 INDEPENDENT HEARINGS

- A. Any Customer who disputes the services provided or a billing for services, furnished in accordance with the BWL's Rate Schedules, Rules and Regulations, or established policies, procedures, and practices, may request a hearing. If a hearing request is based on a disputed past due bill, the request must be made within ten (10) calendar days following the final outcome of the dispute process. A request for a hearing must be made in writing and submitted to the BWL's corporate office at 1201 S. Washington Avenue, Lansing, Michigan 48910.
- B. Upon receipt of a request for a hearing, the BWL will forward this request to an independent hearing officer who is appointed by the BWL. The hearing officer will arrange a time for the hearing and advise both the Customer and the BWL of the date, time, and location in writing. The hearing will be scheduled during normal business hours. Failure of either the Customer or the BWL to attend the hearing, without cause and prior notice, constitutes a waiver of the absent party's right to the hearing.

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- C. The BWL and the Customer have the right to:
1. Representation by counsel or other person of their choice.
 2. Present evidence, testimony, and oral and written argument.
 3. Cross-examine witnesses appearing on behalf of the other party.
 4. Have the hearing recorded by a court reporter at the expense of the party requesting a court reporter. The hearing officer will also have the right to have the hearing recorded by a court reporter. Recordings will be preserved at least six (6) months from the date of the hearing. All evidence relevant to the dispute will be received.
- D. For each hearing, the hearing officer will compile a hearing record which will contain:
1. A concise written statement of the BWL's position in the dispute.
 2. A concise written statement of the Customer's position in the dispute.
 3. Copies of all evidence submitted by the parties.
- E. If a decision is reached during the hearing, the hearing officer must state the decision to both parties. If the hearing officer does not reach a decision during the hearing, additional time will be allowed to reach a decision. When a decision has been reached, either at the hearing or later, the hearing officer will prepare a report which will contain the following:
1. A concise summary of the evidence and position presented by the parties.
 2. The decision and a statement that the decision of the hearing officer was based solely on the evidence presented and reasons therefore.
 3. Advise that the representatives of the BWL and the Customer have a right to file an appeal with the Board of Commissioners.
 4. A statement as to any settlement agreement.
 5. A statement that the dispute determination is binding on both parties unless appealed to the Board of Commissioners within ten (10) days of the date of mailing of decision, and that any request for appeal must be in writing to the Corporate Secretary.
- F. The hearing officer will file the written report with the Board of Commissioners and the Mayor of the City of Lansing. A copy of the report will be sent to the Customer via certified mail.
- G. If the dispute is unresolved and the decision appealed, the hearing officer will make recommendations on the dispute to the Board of Commissioners who will then hear the dispute. The Corporate Secretary of the BWL will arrange a date, time, and location for the appeal and will issue, in writing, the date, time and location to both the Customer and the BWL. Failure of either the Customer or the BWL to appear at the time set for the appeal, without cause and prior notice, will constitute a forfeiture of the appeal. The decision rendered by the Board of Commissioners will be final.

RULE 9. SALE AND LEASE OF SERVICE FACILITIES

9.1 GENERAL

- A. To qualify for a primary Electric Service Rate, the Customer must own and maintain all the necessary transforming, primary switching, primary metering, and protective equipment required for such service and such electrical equipment must be supplied through a BWL approved metering installation. This service is offered at the option of the BWL and the Customer must meet the requirements of this Rule 9, Rule 3.2.E, and all electrical codes and BWL standards.
- B. Prior to sale or lease of a BWL-owned installation for a primary Electric Service Rate, this installation is required to meet all applicable electrical codes, which may require the Customer to install additional equipment, such as gang-operated disconnect devices and protective devices.
- C. Once the applicable code requirements are met, and subject to BWL approval, the Customer will be allowed to purchase or lease the BWL-owned transformer and associated equipment at estimated fair market value. Upon compliance with the provisions of this Rule 9, the Customer will be placed on the applicable primary Electric Service Rate.
- D. After the Customer purchases BWL equipment, the BWL disclaims any rights, ownership, or responsibility for the equipment or Facilities and purchaser accepts the equipment or Facilities as is without warranty either express or implied and, further, the responsibility for all replacement, maintenance, and repair rests entirely with the Customer.

RULE 10. DISTRIBUTION SYSTEM EXTENSIONS

10.1 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

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

10.2 OWNERSHIP

- A. The BWL will provide, own, maintain, and specify all its distribution Facilities including location, except as otherwise expressly provided herein. No ownership rights to BWL Facilities will pass to any owner, developer, or Customer by reason of any contribution required by this Rule.
- B. A BWL-owned three phase padmounted transformer must be installed within 25 feet of a drivable surface suitable for truck access. A “drivable surface suitable for truck access” is defined as asphalt paving, concrete, or gravel four-season road that is provided by the Customer or developer, where the surface is accessible from a driveway, parking lot, or public roadway.

10.3 NONREFUNDABLE CONTRIBUTION FOR UNDERGROUND EXTENSIONS

- A. The owner, developer, or Customer will be required to make a nonrefundable contribution in aid of construction to the BWL prior to construction, to cover the estimated difference in cost between overhead and direct burial underground Facilities.
- B. For Residential in subdivisions:
 - 1. The amount of the contribution will be computed based on front lot footage as determined by the BWL. Where underground distribution system extends through areas within a subdivision that are undeveloped or intended for future use, the front footage measurement of both sides of the street or easement along which the cable extends will be the basis for such contribution. The residential underground distribution extension charge for this contribution will be in accordance with Rule 16.
- C. For Residential outside subdivisions:
 - 1. The amount of the contribution will be computed based on the amount of Trench footage required for installation. The residential underground distribution extension charge for this contribution will be in accordance with Rule 16.
- D. For Commercial, Industrial and Multi-Dwelling Structures:
 - 1. The amount of the contribution will be computed based on Trench footage required and transformer capacity to be installed. At the BWL’s option, trench footage required exclusively to establish or maintain the BWL’s standard of a highly reliable looped underground system may be excluded from the contribution calculation. The commercial underground distribution extension charge and transformer kVA capacity charge for this contribution will be in accordance with Rule 16.

10.4 DEPOSIT

- A. The Customer may be required to make a distribution line extension deposit based on the following:
1. For a Customer to be served within one year:
 - a. The BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of the distribution extension, minus one and one-half (1½) times the estimated new Annual Revenue generated from the distribution line extension. Any nonrefundable contribution in aid of construction will be credited against the cost of such extension for purposes of this calculation.
 - b. When serving residential subdivisions, the BWL will require a deposit from the Customer prior to construction. The deposit amount will be the estimated cost of the distribution extension, minus one and one-half (1½) times the estimated new Annual Revenue generated from up to 1/3 of the lots to be served by the distribution line extension. Upon request and sufficient documentation, the BWL may calculate the estimated new Annual Revenue based on more than 1/3 of the lots to be serviced by the new distribution line extension. Any nonrefundable contribution in aid of construction will be credited against the cost of such extension for purposes of this calculation.
 - c. The BWL has sole discretion over the estimates and determinations used for calculating deposits.
 2. For serving electric loads of questionable stability or development:
 - a. A deposit, if required, will be based on an evaluation of the BWL's recovery of capital cost along with other business related considerations. Rule 10.3 "Nonrefundable Contribution for Underground Extensions" may not apply to distribution system extensions evaluated under this section.
 3. Prior to the installation of a distribution system, the owner, developer, or Customer who is to make any contribution required under this rule will be required to enter into a written agreement. The agreement will generally describe the proposed distribution system and set forth the respective obligations of the parties. Such agreements will be subject in all respects to the provisions of this Rule 10. Each proposed system will be a separate and distinct unit and any extension thereof will, if agreed to by the BWL, be made the subject of a separate written agreement.

10.5 REFUNDS OF DEPOSIT

- A. Distribution Line extension deposits made with the BWL are subject to refund without interest during the first five (5) twelve (12) month periods from the completion date of the line extension as required by this Rule in 10.4. Refunds will only be made to Persons making the deposit and will cease when they equal the amount deposited or at the close of the fifth twelve (12) month period following the month during which the line extension is completed, after which the BWL will have no further obligation to refund any remaining portion of the line extension deposit.
- B. The BWL will refund to the party making the deposit:
1. \$500 for each additional new residential permanent Customer directly connected to the extension.
 2. An amount equal to one and one-half (1½) times the first year estimated Annual Revenue less the distribution system construction cost for each additional new commercial/industrial permanent Customer directly connected to the extension.

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

10.6 ECONOMIC DEVELOPMENT OFFSETS

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

10.7 EASEMENTS

- A. Prior to the installation of any electric distribution system extension, the BWL must be granted, at no expense to the BWL, recordable easements providing right-of-ways suitable for ingress, egress, installation, and maintenance, including, but not limited to, tree trimming or removal, restoration, replacement, construction, and relocation of the electric distribution system extension including any street lighting cables and distribution equipment as designed by the BWL for present and future service.
- B. In the event the required easements are not provided for such BWL electric distribution system extension, the BWL may elect to construct all or any part thereof along public highways or other private property. The BWL may require the owner, developer, or Customer to pay the expense of the added construction caused by using such highways or other private property, and the expense of any necessary permits and easements required by taking such route to provide service.

10.8 TREE TRIMMING AND REMOVAL PERMITS

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

10.8 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.

10.9 NON-STANDARD CONSTRUCTION

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

10.10 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.

10.11 CUSTOMER PROVIDED FACILITIES

- A. Customers who will be served by an underground distribution system and whose Load requires the installation of a padmounted transformer larger than 500 kVA will be required to own, install, and maintain a concrete platform constructed according to the BWL's specifications.
- B. When it is necessary or requested that the BWL's pole, transformer or other above-grade equipment be placed in an area on the Customer's property which is susceptible to vehicular traffic, it will be the Customer's responsibility to install guard posts to the BWL's specifications or the BWL will install them on an estimated installed cost basis and charge the Customer.

10.12 MOBILE HOME COURTS

- A. Underground distribution systems and services for Mobile Home Courts will be installed under the provisions of this Rule 10 and Rule 11, except the BWL will provide, install and maintain suitable meter supports which will be located along the Main Line Trench at locations as specified by the BWL. The BWL will install, own, and maintain the entire underground electric distribution system, including the pre-metered portion of the service laterals. The service conductors from the meter to the mobile home are the responsibility of the Mobile Home Court owner.

10.13 STREET LIGHTING

- A. The BWL may provide street lighting in areas served directly by its distribution system subject to the governing entity's approval, BWL approved standards, and the BWL's Rate Schedules. The governing entity will be required to sign a service agreement.
- B. The BWL may provide underground street lighting in areas served directly by underground distribution systems in accordance with the following conditions:
 - 1. Where applicable, street lighting facilities including standards, luminaries, cables, and associated facilities will be installed after curb and gutter installation.
 - 2. Street lighting facilities will be installed utilizing the direct buried method as described in Rule 10.18 except where applicable per Rule 10.13.
 - 3. Underground conduits will be installed under all drivable surfaces.
 - 4. Where applicable, a reasonable effort should be made by the governing entity and its contractor to coordinate the installation of conduits during road and driveway construction.
 - 5. Conduits will be installed across all quadrants of intersections where street lights are proposed at locations to be specified by the BWL engineer or authorized representative. The BWL engineer or authorized representative may reduce or increase the number of conduits to meet the conditions of the system or site.

6. Street lighting underground cables will be installed at a minimum of 12 inches and a maximum of 24 inches behind back of curbs, gutter, or drivable surface delineation. Depth of cable is as defined in Rule 10.18.
7. Where concrete is continuous between curb and sidewalk and or property line, conduits must be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by the BWL engineer or authorized representative.
8. Standards and poles will be installed 3 feet behind the back of curb or drivable surface and 6 feet from any curb radius or driveway. Exceptions must be approved by the BWL engineer or authorized representative.
9. Street Lighting facilities installed on State of Michigan Highways or trunk lines will be installed according to the MDOT standards and approvals.
10. Roadway traffic signs may be installed on existing street light poles and standards with approval from the governing entity. Installation of signs must be completed by the governing entity or its approved contractor. Signs must be installed utilizing BWL approved methods and materials and meet all local codes.
11. Illumination levels, street lighting design and installation will be determined by the latest standards and guidelines set forth by the Illuminating Engineering Society of North America and BWL. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the BWL.

10.14 OUTDOOR PROTECTIVE LIGHTING

- A. The BWL may provide Outdoor Protective Lighting (OPL) in areas served directly by its distribution system subject to the governing entity's approval, BWL approved standards, and the BWL's Rate Schedule. The Customer must enter into a BWL Outdoor Protective Lighting (OPL) Contract and be in accordance with the following conditions:
 1. OPL's must be approved by the BWL and may only be installed on utility-grade poles owned or utilized by the BWL. OPL's may not be installed on Customer-owned poles or facilities.
 2. OPL's may be fed from overhead distribution or underground distribution.
 3. Where applicable, OPL facilities including standards, luminaries, cables, and associated facilities will be installed after curb and gutter installation.
 4. Underground OPL facilities will be installed utilizing the direct buried method as described in Rule 10.18 except where applicable per Rule 10.13.
 5. Where applicable to the installation underground conduits will be installed under all drivable surfaces.
 6. Where applicable, a reasonable effort must be made by the Customer and its contractor to coordinate the installation of conduits during road and driveway construction.
 7. OPL underground cables will be installed at a minimum of 12 inches and a maximum of 24 inches behind back of curbs, gutter, or drivable surface delineation. Depth of cable is as defined in Rule 10.18. Trenching and Duct.

8. Where concrete is continuous between curb and sidewalk and or property line, conduits must be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by the BWL engineer or authorized representative.
9. Standards and poles will be installed 3 feet behind the back of curb or drivable surface and 6 feet from any curb radius or driveway. Exceptions must be approved by the BWL engineer or authorized representative.
10. Illumination levels, street lighting design and installation will be determined by the latest standards and guidelines set forth by the Illuminating Engineering Society of North America and BWL. Any deviations from these guidelines and standards must be submitted in writing and approved by governing agency and the BWL.

10.15 SUBDIVISIONS

- A. The BWL will install underground electric distribution systems for all new subdivisions. Likewise, where a new subdivision is located adjacent to an existing overhead distribution system, the BWL will generally provide underground service from these overhead Facilities unless the local governmental authority approves the use of individual overhead service connections.

10.16 AVAILABLE VOLTAGE

- A. If a Customer requires a three-phase voltage different from the established voltage in the area, it may be furnished at the BWL's option. In such cases, the Customer must pay all extra costs involved. In the case where there is more than one established voltage in the area, the BWL will determine which voltage will be furnished.

10.17 CONSTRUCTION DATE OF DISTRIBUTION EXTENSION

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

10.18 TRENCHING AND DUCT

- A. The owner, developer, or Customer will be required to provide, at no expense to the BWL, rough grading (within six (6) inches of finished grade) prior to the installation of the BWL's Facilities so the underground electric distribution system and street lighting cables, if any, can be properly installed in relation to the finished grade. Owner, developer, or Customer must install and maintain permanent survey stakes indicating property lines, at no expense to the BWL, after rough grading, and prior to installation of the BWL's Facilities.
- B. The BWL's construction standards for the installation of direct burial primary and secondary cables require a minimum cover of thirty-six (36) inches for primary cable and thirty (30) inches for secondary cables and a maximum cover of forty-eight (48) inches, unless otherwise approved by the Customer Projects Department and in no cases will the BWL allow any BWL-owned cable Facilities to remain energized when in known violation of the minimum depth requirements of the National Electrical Safety Code. Any subsequent relocation of BWL Facilities required because of a change in grade that violates this minimum depth

requirement must be done by the BWL and billed at actual cost to the owner, developer or Customer causing the violation.

- C. The BWL may jointly utilize Trenches for primary, secondary cable and service conductors with other utilities. The other utility electing to utilize joint trench will be responsible for payment of joint trench charges in accordance with Rule 16. All trenching and backfilling will normally be provided by the utilities; however, the developer is responsible for all extra expense involved if paving is installed before cable or conduit crossings are in place.
- D. The BWL may elect at its sole discretion to install additional conduit or duct at the request of other utility providers. The utility utilizing the conduit or duct will be responsible for payment of all joint installation charges in accordance with Rule 16.
- E. The BWL will backfill Trenches for primary and secondary cables with the same material as excavated and with minimum compaction except in cases where material removed is found to be rubble, debris, or unsuitable as determined by the BWL. In such cases, sufficient sand must be provided by the owner or developer, at no expense to the BWL, or the BWL may, at the owner's expense, furnish the sand to backfill six (6) inches below and above the BWL's cables.
- F. Where it is necessary for trenching and installation of underground electric Facilities to be scheduled during the "Winter Construction Period" as defined in Rule 16, the Customer may be required to pay a Winter Construction Charge in accordance with Rule 16.
- G. As an option, the Customer or developer may elect to provide all trenching, backfill, and restoration on the Customer's or developer's property to the BWL's specifications.
- H. Prior to the installation of the BWL's direct burial electric Facilities in a Trench provided by the Customer or developer, the Trench must be inspected by the BWL's authorized personnel for proper depth and cleaning of debris. The first inspection will be at no charge, and all subsequent inspections may be subject to a Site Inspection fee in accordance with Rule 16.
- I. If the BWL determines that an installation is not practical for direct burial cable, the BWL will require ducts. The owner is responsible to own, install, and maintain ducts, manholes, and vaults located on the owner's Premises when:
 - 1. The owner requests these Facilities.
 - 2. Direct burial installation is impractical.
 - 3. The BWL requires these Facilities as an extension from a similar existing system.
 - 4. Other reasons as may be determined by the BWL.
- J. Otherwise, the BWL will own, install, and maintain such ducts and associated Facilities. Ducts, manholes, and vaults will be installed in accordance with BWL specifications.

10.19 CONVERSION OF EXISTING OVERHEAD DISTRIBUTION SYSTEMS AND ASSOCIATED SERVICES

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

- B. Prior to the commencement of the conversion of any existing overhead distribution systems and associated services, the Customer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid will reimburse the BWL for the estimated fair market value of the existing overhead Facilities comprising such system plus the cost of removal less the salvage value thereof, plus the cost of the new underground Facilities, including, but not limited to, the cost of breaking and repairing streets, walks, parking lots, driveways, and the cost of repairing lawns and replacing shrubs, flowers, and sod.
- C. Should the conversion of these Facilities cause the installation or re-arrangement of other overhead Facilities in the area, the Customer must reimburse the BWL for the installed cost involved in re-arrangement or installation of other existing Facilities.
- D. Conversion of any existing overhead electric distribution system and associated overhead services are also subject to the provisions of Rule 10.7 and Rule 10.8.
- E. Any additional rewiring of Customer-owned Facilities made necessary by the conversion of an overhead service to any underground service is the responsibility of the Customer.
- F. Pole attachments other than the BWL's are the responsibility of the attaching party.

10.20 ELECTRIC FACILITY RELOCATIONS AND REMOVALS

- A. At the request of a Customer or developer, as required due to a conflict, or to meet BWL Standards, the BWL will relocate or remove its electric and associated Facilities provided:
 - 1. The relocation or removal is feasible and meets BWL Standards, specifications, and Rules and Regulations.
 - 2. The Customer or developer obtains approval from all Customers impacted by the proposed relocation.
 - 3. The relocation or removal does not degrade electrical reliability.
 - 4. All governmental approvals, permits, and easements are obtained.
- B. Prior to any relocation or removal of electric Facilities, the Customer or developer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid of construction will reimburse the BWL for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing lawns, replacing shrubs, flowers, etc., and any right-of-way costs as per this Rule 10, plus the cost of any necessary modifications to the BWL's electric distribution system caused by the relocation or removal, less the salvage value of any portion of the electric Facilities removed. Where relocation or removal of electric Facilities is necessary to serve new or additional Load, the BWL may elect to credit all or a portion of the value of any associated revenue to the cost of relocation or removal.
- C. The only exception to these relocation provisions will be the relocation of the BWL's electric Facilities within public right-of-way that blocks access to the first driveway of a residential Premises. There will be a charge for relocation work to provide access to any additional driveways to these Premises. Proof of driveway permits will be required prior to any relocation work.

10.21 DISTRIBUTION SYSTEM EXTENSIONS FOR SECOND SOURCE

- A. The BWL will not construct at its own expense a second electric source to any facility, new or existing, that can be adequately served with a single source as determined by the BWL. Except that a Second Source will

be required for Customers served from the BWL's underground lead cable system and the BWL may require a nonrefundable contribution in aid of construction as determined by Rule 10.4.

- B. The Customer may have the additional source installed by making a nonrefundable contribution in aid of construction to the BWL, in advance, to cover the entire cost of extending the BWL's electric Distribution Lines to the Customer's Facilities, and any other cost incurred due to increasing the capacity of the BWL's existing distribution Facilities.
- C. Where the reasonable probability exists for future Customers to be connected to the proposed Second Source line extension, the BWL may elect to enter into a line extension agreement in accordance with the applicable provisions of this Rule 10.
- D. In the case of a request for a Second Source, the BWL will try, but does not guarantee, to maintain at all times two separate sources to the Customer's Facilities.

RULE 11. SERVICES

11.1 GENERAL

- A. The Service Entrance Conductors must be furnished, installed, and maintained by the Customer in accordance with the National Electrical Code, applicable local codes, and must conform to the BWL's specifications.
- B. The Service Location must be specified by the BWL and must be located so the BWL's service Facilities meet or exceed all clearance requirements of the National Electrical Code, National Electrical Safety Code, other applicable law and regulations, and local codes.
- C. Service will not be provided to a Service Location through an existing structure.
- D. Should it become necessary for any reason beyond the BWL's control to change the Service Location, the entire cost of any changes in the Customer's service will be the responsibility of the Customer.
- E. Should it become necessary for the BWL to reinforce or upgrade area distribution Facilities to accommodate the requested service, a nonrefundable contribution in aid of construction may be required in accordance with Rule 10.4.
- F. Any poles, wires, and other equipment required at or beyond the Customer's meter must be furnished, installed, and maintained by the Customer.
- G. The BWL will maintain and repair only those service conductors owned by the BWL except as provided in Rule 11.7. In the course of maintaining or repairing service conductors where the service conductors pass under any area not readily accessible, the BWL will bear no responsibility for damage incurred or for restoration to said areas. The Customer will be responsible for additional repair costs due to these encumbered services or for damage as a result of acts or failure to act by the Customer, their agent, or their tenant.

11.2 APPLICATION FOR SERVICES

- A. For Existing Services:
 - 1. Requests regarding existing services should be directed to the BWL Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6006 during normal business hours.
- B. For Electric Service Upgrade:
 - 1. All electric service upgrades must comply with these BWL Rules and Regulations, BWL electric requirements and BWL policies, procedures, and practices.
 - 2. Requests regarding an electric service upgrade should be directed to BWL Utility Services at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6700 during normal business hours.
 - 3. An electrical service upgrade not consistent with BWL requirements is the Customer's responsibility and will be corrected at the Customer's expense.
- C. For New Services:
 - 1. Requests regarding new services should be directed to BWL Utility Services at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6700 during normal business hours.

D. For Residential Service Applications:

1. The BWL is required to exercise due diligence in an effort to prevent identity theft. Therefore, Customers are required to produce acceptable proof of positive identification to establish a residential service account. Acceptable proof of positive identification includes, but is not limited to, the following:
 - a. Full Name (an account can only be in one Person's name)
 - b. Address (a copy of the mortgage or lease agreement may be required to verify residency)
 - c. Telephone Number
 - d. Email Address
 - e. Social Security number (Only required for credit checks or when the Customer is not present to verify their identity)
 - f. State or government issued identification (e.g. Driver License, Military ID, Passport)

E. For Commercial Service Applications:

1. To establish a commercial service account, the BWL requires the following business information:
 - a. Legal Business Name and Tax ID Number (registered in Michigan)
 - b. Type of Business
 - c. Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
 - d. Telephone Number
 - e. Email Address
 - f. Contact Name
 - g. Owner or Business Agent Name
 - h. Mailing Address if different from Service Address

11.3 TEMPORARY SERVICES

- A. Customers desiring temporary general secondary service (normally less than six (6) months), including, but not limited to, construction jobs, traveling shows, outdoor or indoor entertainments or exhibitions, must pay the charges billed per Customer per month provided in the BWL's applicable Rate. The Customer must furnish a suitable support for metering equipment.
- B. The Customer will be required to make a nonrefundable contribution in aid of construction to the BWL in an amount to cover the cost of installing and removing these temporary Facilities plus a security deposit if required prior to the start of construction. Meters will be installed by the BWL and may be read daily and the deposit will be modified based on the Electric Power actually used. Minor temporary Loads such as construction security cameras may be unmetered and billed at a flat Rate at the approval of the Customer Projects Department. At the discretion of the BWL, temporary service costs may be included in the construction estimate. Customers will still be responsible for connection fees in accordance with Rule 16.
- C. Where overhead temporary service of 400 Amperes or less is desired and such service is available and does not exceed 100 feet at the time temporary service is needed, the temporary service overhead charge will be as specified in Rule 16.

- D. Where overhead temporary service is not available at the site or exceeds 100 feet or 400 Amperes, the Customer will be required to make a nonrefundable contribution in aid of construction to the BWL in advance to cover the estimated cost of installation (excluding services and meters), plus the cost of removal or abandonment of the temporary Facilities less the salvage value received.
- E. For all underground temporary services, the Customer is responsible for Trenching and installing each underground temporary service conductor in accordance with the requirements of all electric codes applicable, to a point within two (2) feet of the BWL's Facilities. Any excavation with Power equipment will require notification of the "Miss Dig" system for the identification of all underground Facilities in the area as required by the laws of the State of Michigan. The Customer must pay a fee to the BWL for connecting and disconnecting temporary service conductor to BWL equipment in accordance with Rule 16.

11.4 RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL OVERHEAD SERVICES

- A. Where suitable service is available, the BWL will install, own, and maintain overhead service conductors from its Distribution Lines to the nearest suitable point of attachment on the Customer's buildings or other structures as designated by the BWL. A drip loop must be formed on individual conductors of not less than 36" exiting the weather head. The ampacity of the BWL's overhead service conductors will be rated for the estimated electric Demand but not less than 50% of the Customer's main over current device.
- B. Where the Customer requests a point of attachment other than that specified by the BWL, then the Customer is responsible for the cost of installing additional intermediate supports, wires, or fixtures necessary to reach the point of attachment requested.
- C. The Customer must furnish, own, install, and maintain service masts, when necessary in order to obtain required clearance. The BWL will specify the location, height, and size of the mast to adequately support the service wires under heavy loading conditions. While the mast should be firmly attached to the principal building frame, the BWL does not make recommendations regarding the method of fastening and assumes no responsibility for damage caused by the service wires. The Customer should consult an architect or builder regarding the method of fastening prior to installation.
- D. Where paralleled Service Entrance Conductors are used in overhead services, the Customer or the contractor is responsible for terminating the paralleled conductors in a single conductor suitable for connection to the BWL's overhead service wires.
- E. Effective July 1, 2012, all new or upgraded overhead services must not exceed 1200 Amperes.

11.5 RESIDENTIAL UNDERGROUND SERVICES FROM UNDERGROUND DISTRIBUTION SYSTEMS

- A. Upon request and where suitable Facilities are available, the BWL will install, own, and maintain single phase underground direct burial residential Electric Service conductors to the nearest suitable point of attachment on the exterior of the Customer's building or other structure as designated by the BWL, provided the total capacity of all Customer's receiving electric service from a transformer does not exceed the capacity of 167 kVA. Where the total service capacity of all the Dwelling Units at one Service Location exceeds the capacity of a single 167 kVA transformer, the service conductors must be installed in accordance with Rule 11.8.
- B. The developer or Customer will be required to make a nonrefundable contribution in aid of construction to the BWL to cover the additional cost resulting from the installation of an underground service.

- C. For standard installations, the amount of such contribution will be computed based on the residential underground service charge as defined in Rule 16 and applied to the straight-line distance from the termination of the BWL's secondary Facilities normally at or near the front or rear property line, or at the BWL's transformer, to a point directly below the Customer's meter as designated by the BWL.
- D. Where special routing of the service conductors is requested by the Customer and the BWL determines this request to be feasible, the cost of the additional service length required to accommodate such special routing is the responsibility of the Customer and will be based on the residential underground service charge as defined in Rule 16.
- E. Where, in the BWL's judgment, practical difficulties exist such as unexpected governmental requirements, frost or wet conditions, contaminated soil, rock within the excavation surface, or where it is otherwise necessary to deviate from the BWL's approved construction standards or established distribution system design, the BWL may require the Customer to pay for the additional cost resulting from the deviation.
- F. The Customer will be responsible for additional repair costs resulting from those practical difficulties impacting Customer Electric Services or cause damage as a result of acts or failure to act by the Customer, their agent, or their tenant.

11.6 RESIDENTIAL UNDERGROUND SERVICES FROM OVERHEAD DISTRIBUTION SYSTEMS

- A. The BWL will, where feasible, install, own and maintain single phase underground direct burial Residential Electric Service conductors from an overhead electric distribution system in accordance with the provisions of Rule 11.5. In addition, the BWL will impose a secondary riser pole charge for each underground service supplied from an overhead secondary in accordance with Rule 16.
- B. If a crossing of a public road is necessary and the Customer requests the crossing be installed underground, the Customer may be required to make an additional contribution in aid of construction to the BWL, in an amount equal to the estimated difference in cost between an overhead and underground crossing

11.7 COMMERCIAL AND INDUSTRIAL UNDERGROUND SERVICES

- A. The owner of each commercial or industrial building requiring an underground Electric Service system must install, maintain, and own the underground secondary service conductors between the building and the service pedestal, padmounted transformer, or secondary attachment on the pole. Primary service conductors must be installed, maintained, and owned by the BWL.
- B. Customers located in areas served by direct burial distribution systems may request the BWL to install direct buried electric secondary service conductors to commercial services not exceeding 400 amps where the point of metering is located outside and is in compliance with the BWL's requirements. The BWL will comply with the request, if it is feasible, but will only install service conductors to a meter enclosure supplied by the BWL and installed by the Customer. The Customer will retain ownership of such service conductors with maintenance provided by the BWL at the Customer's expense.
- C. The Customer or developer will be required to make a nonrefundable contribution in aid of construction toward the cost of such BWL-installed services that, for standard installations, will be computed based on the commercial underground service charge as defined in Rule 16.
- D. Where, in the BWL's judgment, practical difficulties exist, such as unexpected governmental requirements, frost, wet conditions, contaminated soil, rock within the excavation surface, or where it is otherwise

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

- E. The commercial or industrial Customer may request the BWL to maintain and repair, and the BWL may do so in its discretion, the Customer’s underground secondary service conductors between the building and the service pedestal, padmounted transformer, or secondary attachment on the pole. The Customer is responsible to pay all bills rendered by the BWL for the cost to maintain or repair the Customer’s service conductors.
- F. Secondary service conductors must be installed in accordance with any applicable local codes and the following BWL specifications:
 - 1. The total ampacity of all secondary service cables connected to a transformer must not exceed 2000 Amperes. The secondary service must be in accordance with the National Electrical Code or other applicable local codes. Due to physical limitations of BWL-owned transformers and secondary connectors, the maximum number of paralleled secondary cables for any single service depends on service size and must be limited to:

Single Service Size Cables	Maximum No. of Parallel	
	Copper	Aluminum
200 Amperes	4	4
400 Amperes	4	4
600 Amperes	4	4
800 Amperes	4	4
1000 Amperes	4	4
1200 Amperes	4	4
1600 Amperes	4	5
1800 Amperes	5	6
2000 Amperes	5	6

The total number of cables connected to a single transformer connector must not exceed five - 600 kcmil for copper cables and six - 750 kcmil for aluminum cables. The BWL will provide terminal lugs and make connection of all service and primary cables to BWL-owned transformers.

- G. A single secondary service in excess of 2000 Amperes must be installed using one of the two following methods:
 - 1. A bus duct that is provided and installed by the Customer or developer. The Applicant must provide flexible secondary connectors with the bus duct. The BWL will make connection of the bus duct to the secondary of the transformer.
 - 2. The Applicant may purchase a BWL approved multiple secondary termination cabinet. This cabinet is designed for use on single secondary services up to 3,000 Amperes and is available from the BWL for a multiple secondary termination cabinet fee as specified in Rule 16. The Applicant must construct a concrete pad, supply and install their own cable, and provide terminal lugs for their supplied cables. The BWL will make connection of the Applicant’s cable to the cabinet.

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

11.8 MULTI-DWELLING STRUCTURE SERVICES

- A. The owner or developer of each Multi-Dwelling Structure requiring an underground Electric Service system must install, maintain, and own the underground secondary service conductors between the building and the service pedestal, padmount transformer, or secondary attachment on the pole. The total capacity of the Dwelling Units connected to each service must not exceed the capacity of a single 167 kVA transformer, or a three phase 500 kVA transformer.
- B. Customers located in areas served by direct burial distribution systems may request the BWL to install direct buried secondary service conductors to Multi-Dwelling Structures not exceeding 800 Amperes where the point of metering is located outside and in compliance with BWL requirements. The BWL may install and terminate secondary service conductors up to 1200 amps in compliance with BWL requirements. The Customer will retain ownership of such service conductors with maintenance provided by the BWL at the Customer's expense.
- C. The Customer or developer is required to make a nonrefundable contribution in aid of construction toward the cost of such BWL installed services that, for standard installations, will be computed based on the commercial underground service charge as defined in Rule 16.
- D. Where, in the BWL's judgment, practical difficulties exist such as unexpected governmental requirements, frost, wet conditions, contaminated soil, rock within the excavation surface, or where it is otherwise necessary to deviate from the BWL's approved construction standards or established distribution system design, the BWL may require the Customer to pay for the additional cost resulting from the deviation.

11.9 CONVERSION OF EXISTING OVERHEAD ELECTRIC SERVICES

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

11.10 ELECTRIC SERVICE RELOCATIONS AND REMOVALS

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

11.11 SECOND SERVICE

- A. The BWL will not construct at its own expense a second Electric Service to any facility, new or existing, that can be adequately served with a single source unless otherwise determined by the BWL. Except that a Second Service will be required for Customers served from the BWL's underground lead cable system and may require a nonrefundable contribution in aid of construction as determined by Rule 10.4.
- B. The Customer may have the additional service installed by making a nonrefundable contribution in aid of construction to the BWL, in advance, to cover the entire cost of providing a Second Service.
- C. In the case of a request for a Second Service, the BWL will try, but does not guarantee, to maintain at all times two separate services to the Customer's Facilities.

11.12 PLUG-IN ELECTRIC VEHICLES

- A. A separately metered residential service may be required for Level 2, 240V AC, Electric Vehicle Supply Equipment (EVSE) installed for the sole purpose of fast-charging a Plug-In Electric Vehicle.
- B. If the home owner or renter has, or will have, a Level 2, 240V AC, EVSE installed, and qualifies for the BWL time of use Rate 22 "Residential Plug-In Electric Vehicle Charging Service," a separate meter is required. The new, additional meter and enclosure must be furnished by the BWL. The enclosure must be installed by the home owner or their qualified electrical contractor adjacent to the existing meter, and in accordance to current BWL standards as designated by BWL personnel.

RULE 12. MOTORS

12.1 MOTORS

- A. Customers are responsible for protecting a motor that cannot have its rotation safely reversed or that would be damaged by phase or voltage failure in all phases by phase reversal and phase failure relays and low voltage relays. Protective devices should be wired to automatically disconnect and prevent restarting of motors until the problem has been corrected and service restored to normal.
- B. Conventional single phase motors may be connected to operate at 120 or 240 Volts subject to the following limitations:

<u>Nominal Motor Size</u>	<u>Permissible Operating Voltage</u>	<u>Maximum Allowable Locked-Rotor Current</u>
½ hp or less	120	50 Amperes
½ hp to 3 hp	240	105 Amperes
Over 3 hp	240	To be connected only with written permission of the BWL

- C. All single-phase motors should be connected by the Customer to operate at 240 Volts whenever practical to minimize voltage drop in the Customer’s wiring and supply system.
- D. The BWL may restrict both the individual and combined Horsepower and locked rotor current of three phase motors installed in a Customer’s facility. The BWL may require the Customer to install reduced voltage starters, starting interlock systems, variable frequency drives, or other devices to reduce the locked rotor demands on the BWL’s electric distribution system. If the BWL, in its sole discretion, determines that a larger sized transformer than what would normally be installed is required to supply the locked rotor currents, the Customer will bear the added cost.
- E. Customers planning the use of three-phase motors should consult the Customer Projects Department of the BWL for characteristics, adequacy, and availability of the service.

RULE 13. USE OF BWL EQUIPMENT

13.1 GENERAL

- A. The BWL's wires, poles, and apparatus, together with any interconnections thereof, are the exclusive property of the BWL, and the connection of a Customer's Premises thereto does not entitle the Customer to any use thereof, except as permitted by the BWL and as necessary for the delivery of the BWL's service to the Customer.
- B. The use of any part of the BWL's distribution or Transmission System without prior BWL approval is expressly prohibited.

13.2 AUTHORIZED ATTACHMENTS

- A. The BWL may enter into a Pole Attachment Agreement providing joint use of BWL-owned wood poles for the purposes of providing telephone, CATV, or other telecommunications services. The use of any pole by anyone, without first having entered into a written agreement with the BWL is prohibited.
- B. The BWL may also issue revocable permits to any Person seeking to attach any wire, cable, facility, or apparatus for the transmission of telecommunications. The permit applicant must pay a nonrefundable application deposit in accordance with Rule 16.
- C. Any reconstruction of the BWL's Transmission and Distribution system that is necessary to accommodate the Facilities of the applicant must be done by the BWL at the expense of the applicant.
- D. The annual pole rental fee will be in accordance with Rule 16 and will begin upon receipt of the signed permit. Pole attachments without a permit will, at the BWL's discretion, be removed in accordance with Rule 13.3.B or be subject to a minimum of three years retroactive billing.
- E. The BWL may exclude or limit certain Facilities from its poles. Furthermore, any pole that, in the opinion of the BWL, is necessary for its sole use will be excluded from any pole attachment permit, joint use or rental agreements.

13.3 UNAUTHORIZED USE AND REMOVAL

- A. The unauthorized attachment (including painting or marking) of any signs, banners, lines, cables, equipment, or any other object to the BWL's poles is prohibited.
- B. Authorization may be granted by the BWL's General Manager or their designated representative based on purposes permitted by applicable law and requirements of governmental authority for the health, safety, or welfare of the general public.
- C. The BWL may remove or cause to be removed without notice any unauthorized foreign matter from its poles at the expense of the Customer, the Person attaching the unauthorized matter or, in the event neither can be identified, the individual, firm, or organization which appears to be the primary sponsor, user, or beneficiary of the unauthorized matter. The BWL will take reasonable precaution to prevent any damage resulting from such removal, but will not be liable for any damage thereto.

13.4 TEMPORARY TRANSFER FEE

- A. When a temporary transfer of the attaching party's attachment is required due to an emergency pole replacement, the BWL will charge a temporary transfer fee in accordance with Rule 16. Notification of the

replacement of the pole and temporary transfer of attachment will be done in accordance with the BWL pole attachment agreement. Risers, Power Supplies, antenna's, junction poles, dead-end poles, and junction boxes are not included.

13.5 ASSET TRANSFERS

- A. Parties desiring to transfer assets through sale or merger must each provide documentation agreeing to the transfer, including applicable permits numbers. In addition, all outstanding balances must be paid in full before the transfer will be accepted. Either the transferring or acquiring party may choose to pay the balance. The BWL will accept the transfer upon receipt of the documentation and full payment of any outstanding balances.

13.6 PAYMENT OF FEES

- A. Payment of invoices must be made within 30 days of the bill date. A five percent (5%) late fee will be added to the invoice after 30 days. Nonpayment of any amount due by the attacher beyond thirty (30) calendar days may result in the BWL suspending the rights of the attaching party, including suspension of pending applications up to eviction from poles. Nonpayment of any amount due for the attacher beyond ninety (90) days will constitute a material default of the BWL Pole Attachment Agreement. Removal of attachments will be at the attacher's expense.

RULE 14. PARALLEL POWER SOURCES

14.1 GENERAL

- A. To provide for the safety of the BWL's personnel and others, and to assure reliability of Electric Service to all Customers, the BWL has adopted the following requirements for operation of Customer generation in parallel with utility distribution systems.
- B. These requirements include all Customer systems under 50 kW. Systems 50 kW and over will be handled by the BWL on an individual basis and require an interconnection agreement. All units over 10 kW must be three phase units unless specifically exempted by the BWL.
- C. These requirements apply to both existing and proposed installations.

14.2 APPROVALS

- A. The Customer must submit for BWL approval, detailed electrical diagrams and equipment nameplate data, including the interface/protective devices and control systems of the Customer's Power source. Application and Interconnection Standards can be obtained by contacting the Customer Projects Department.
- B. The completed installation must meet all local, state, and national codes and is subject to inspection and test by the BWL and local code enforcement authorities before commencement of parallel operation and such installation may be periodically inspected by the BWL as required.
- C. The Customer must obtain approval from the BWL prior to making any revisions to the Customer's generating unit, its control systems, or the interface between the two Power systems after the initial installation.

14.3 CONTROL AND PROTECTION

- A. The Customer's control and protection system must be acceptable to the BWL. The Customer's system must provide for automatic separation from the BWL's distribution system in the event of a short circuit or open circuit on the BWL's distribution system. The Customer's control system must also provide for automatic paralleling with the BWL's system when conditions are proper for parallel operation. Manual paralleling is not permitted without prior approval of the BWL. Over frequency, under frequency, over voltage and under voltage control may be required. The Customer will be liable for damage or injury if any part of the Customer's protective scheme fails to function due to lack of proper installation, maintenance, or Customer negligence.
- B. The Customer is required to install a disconnecting device with a visible break suitable for use as a protective tag location so as to be accessible by BWL personnel or its agents and in close proximity to the billing meter. This device must accept a standard BWL padlock and must be located on the outside of all buildings. In no case, may the Customer tamper with or attempt to bypass the disconnect switch when the BWL has locked it in the open position.

14.4 OPERATION

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

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

14.5 TERMINATION

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

14.6 CONTRACT

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

RULE 15. COMPLIANCE

15.1 COMPLIANCE

- A. Aggregation of Retail Customer Demand Response:
 - 1. The BWL or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by the BWL directly into any FERC approved independent system operator's or regional transmission organization's organized electric markets.
 - 2. Retail customers served by the BWL wishing to bid their demand response into a Commission-approved independent system operator's or regional transmission organization's organized electric markets may do so by participating in the program established by the BWL or its authorized designee. Retail customers are not permitted to participate in the demand response program of any other entity without the express prior authorization of the BWL.
- B. Ancillary Services Provided by Demand Response Resources:
 - 1. The BWL or its authorized designee is the sole entity permitted to bid demand response on behalf of retail customers served by BWL directly into any Commission-approved independent system operator's or regional transmission organization's organized markets as allowed by the regional transmission organization's existing tariffs.
 - 2. Retail customers served by the BWL wishing to bid their demand response into a Commission-approved independent system operator's or regional transmission organization's organized markets, as allowed by the regional transmission organization's existing tariffs, may do so by participating in the program established by the BWL or its authorized designee. Retail customers are not permitted to participate in the demand response program of any other entity without the express prior authorization of the BWL.

RULE 16. SCHEDULE OF FEES & CHARGES

Charge Description	When Applied	Charge
Residential Underground Distribution Extention	When requested by Customer	\$3.50/ft
		\$7/ft for undeveloped lots
Residential Underground Service	When requested by Customer	\$4.50/ft
	Green space only, restoration not included. Installation requiring conduit, sidewalk crossing or other hindrances will be billed at time and material	\$300 minimum
Commercial Underground Distribution Extension	When requested by Customer	\$7/ft
Commercial Underground Service	When requested by Customer, restoration not included.	
	400 A or less and green space only	\$6.50 /ft \$525 minimum
	Multi-Dwelling Structure Single Phase 800 A or less	\$6.50 /ft \$525 minimum
Transformer kVA Capacity	Commercial or Industrial underground services with padmounted transformation.	\$10/kVA
Current and Potential Transformer Enclosure	When requested by Customer, 401 – 1000A	\$850 ea.
	When requested by Customer, >1001A – 1200A	\$2,000 ea.
	When requested by customer, >1201A – 2000A	\$2,500 ea.
	When requested by Customer, >1201A – 3000A	\$12,500 ea.
	(Includes materials & installation of cable from transformer to BWL side of enclosure)	
Multiple secondary termination cabinet	When requested by Customer, up to 3000A (Includes materials & installation of cable from transformer to BWL side of enclosure)	\$9,900 ea.
Secondary Service Termination Box	Board installed commercial services requested by customer 800 A or less	\$900 ea.
Temporary Service Overhead	Install & remove service drop, 100 ft max, 200 A or less	\$495 ea.
	201A to 400 A	\$695 ea.
Temporary Service Overhead	Install & remove service drop, exceeds 100 ft, 400 A or not available	At cost
Temporary Underground (Normal)	When requested by Customer, Connection & disconnection only April 1 – December 14	\$375 ea.
Temporary Underground (Winter)	When requested by Customer, Connection & disconnection only December 15 – March 31	\$550 ea.
Secondary Riser Pole Charge	When requested by Customer	
	Single Phase 400 A or less Three Phase 400 A or less	\$625 ea. \$925 ea.
Site Inspection	When applicable, per site inspection.	\$105 ea.

Charge Description	When Applied	Charge
Pole Attachment Fees:		
Joint Use and Third Party, make ready and engineering	Each occurrence	At cost
Annual Attachment Fee	Annually	\$12 per attachment, \$300 minimum
Emergency Non-Cable Equipment Removal	Each occurrence	At Cost
Emergency Non-Cable Equipment Storage	After 30 days	\$50 per day
Failure to Transfer	Each occurrence	3 times annual attachment fee per attachment per month
Unauthorized Attachment	Each occurrence	3 times annual attachment fee per attachment per month
Application deposit	Each occurrence, credited to make ready costs and engineering	\$33 per pole, \$495 minimum
Temporary Wire-Attachment Transfer Fee	Each occurrence	\$75 per attachment
Joint Trench Charges	To other utilities	\$2.40/ft if 3 joint users
		\$3.25/ft if 2 joint users
		Winter Construction Charge may apply.
Conduit Delivery for Joint Facilities Installation	To other utilities when conduit is delivered to site for road or drive crossing for installation by developer's contractor or Board for utilization by Joint user(s).	\$2.00/ft if 2 joint users in same conduit
		\$3.90/ft if 1 joint users
Joint Conduit Push with Board	To other utilities to utilize separately installed conduit	\$25/ft if 2 joint users in same conduit
		\$37/ft if 1 joint user
		Winter Construction Charge may apply.
Joint Boring with Board	To other utilities to utilize separately installed flexible duct.	\$15/ft if 2 joint users in same duct
		\$25/ft if 1 joint user
		Winter Construction Charge may apply.
Winter Construction Charge	December 15 – March 31 In addition to normal charge	\$9.00/ft

Charge Description	When Applied	Charge
Connect (turn-on/turn-off) fee	Standard Service: By the end of the next business day of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day.	No charge
	Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays will be completed by the end of the day.	\$150
Reconnection fee Non-pay or other	Standard Service: Within 24 Hours of the order being taken. Service orders taken before 3.00 p.m. weekdays are normally completed by the end of the same business day.	\$60
	Same-Day Service: By the end of the same calendar day of the ordering being taken. Service orders taken after 3:00 p.m. weekdays or during the weekend will be completed by the end of the day.	\$150
Meter Tampering	Each occurrence	\$265
Interference Fee	Any time	\$265
Damaged Meter Charge	Each occurrence	At Cost
Cut at Pole	Anytime	\$155
Security Deposits – Residential	For all new and existing customers unless waived by conditions stated in Rule 7.	2 times average monthly bill
Security Deposits – Commercial & Industrial	For all new and existing customers unless waived by conditions stated in Rule 7.	2 times average monthly bill
Customer requested service investigation or meter read	Each occurrence	\$60
	Valid Service or Metering Issue	No Charge
Missed Appointment, No Show, No access Fee	After second occurrence, then per occurrence	\$60
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Rate 5 & 8 Meter Non-compliance Charge	For each month of non-compliance with meter requirements	\$80/month
Meter Calibration Charge	When Customer requested meter calibration check is within plus or minus 2% accuracy	\$75
Demolition of Service	When requested by customer – fee covers only service conductors and meter removal.	\$80
OPL Disconnect	When requested by customer	\$40
KYZ meter board installation	When requested by customer for use in customer energy management systems and meter is appropriate for installation of board	\$215
Charges other than published	Relocations, damages, etc.	At Cost