

RULES and REGULATIONS for STEAM SERVICE



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RULE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

PREMISES - A building and its grounds.

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

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

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

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

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

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

RULE 2. GENERAL PROVISIONS

2.1 GENERAL PROVISIONS

- A. Copies of the BWL's Rate Schedules for steam service are open to public inspection at the BWL's offices and are available on the BWL website at 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 steam service from BWL Facilities is deemed a Customer of the BWL subject to its Rates and these Rules and Regulations and responsible for the service used whether such service is provided under a signed agreement or not.
- C. Steam service will not be supplied to new or remodeled buildings until such installations comply with these Rules and Regulations.
- D. The Customer should contact the BWL's Customer Projects Department to determine the characteristics of the steam service available at the Premises. The Customer Projects Department will inform the Customer of the BWL requirements, which must be fulfilled by the Customer in order to receive steam service.
- E. No rights, title, or interest in Facilities provided by the BWL will pass to any person as a result of any deposit or contribution made under these Rules and Regulations, unless otherwise specified herein or by contract. Deposits or contributions made by Customers toward Facilities will not be refundable unless expressly provided in these Rules and Regulations.
- F. The BWL may disconnect steam service to any Customer for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The Customer must pay a reconnection fee in accordance with Rule 12 to cover the costs of restoring steam service that has been disconnected for any breach of the BWL's Rules and Regulations, policies, procedures, and practices, or in accordance with law. The BWL may charge a reconnection fee in accordance with Rule 12 for each utility reconnected.
- G. 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 produces and distributes saturated steam for public use throughout its service area and intends, but does not guarantee, to furnish a continuous supply and to maintain steam temperature and pressure within reasonable limits.
- B. The BWL is not liable for interruptions in the service, including, but not limited to, variations in the service characteristics, loss or damage of any kind or character caused by interruptions or variations in service, or loss or damage caused by conditions beyond the BWL's control. Such causes or conditions specifically include, but are not limited to, acts or the failure to act by Customers or third parties, operation of safety devices, absence of an alternate supply of service, the failure, malfunction, breakage, repairs, or inspection of machinery, or lack thereof, Facilities or equipment when the BWL has performed maintenance consistent with the general standards prevailing in the industry, acts of God, war, action of the elements, storm, flood, fire, riot, sabotage, labor dispute, labor disturbance, the exercise of authority by the government, the exercise of authority by the military, governmental regulation, and military regulation.
- C. Notwithstanding any other provision of these rules, the BWL may interrupt, curtail, or suspend steam service to all or some of its Customers without prior notice and in a manner that appears equitable under the circumstances or as necessary to protect the health, safety and welfare of its employees or Customers or the reliability of the Steam Distribution System. The BWL is not liable for any such interruption, curtailment, or suspension of steam service.

3.2 AVAILABILITY OF SERVICE

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

3.3 AGREEMENTS

- A. The BWL 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 steam 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 12.
- D. No promises, agreements or representations of any agent or employee of the BWL will be binding on the BWL unless the same is within the authority of that individual and incorporated in the written agreement.

3.4 MATERIAL AVAILABILITY

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

RULE 4. USE OF SERVICE

4.1 GENERAL

- A. Saturated steam is supplied to a Customer for exclusive use on the Premises to which it is delivered by the BWL. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of the BWL, except as noted in Rule 6. The Customer must use the service so as not to cause a safety hazard, endanger BWL Facilities, or disturb BWL service to other Customers.
- B. The location and use of steam is only for the purposes authorized by the BWL and is not to be extended to another building without authorization of the BWL.
- C. No Person other than an authorized employee of the BWL may open or close the outside valve on the Customer Steam Service. No person except an authorized BWL employee may tap, modify or connect to a Steam Main or the Customer Steam Service.

4.2 ACCESS AND DAMAGES

- A. The Customer must provide and maintain, at no expense to the BWL, appropriate access and working space around steam Facilities in accordance with all applicable BWL standards to permit ready and safe operation and maintenance of such Facilities, including, but not limited to, periodic testing, repairs, and replacement. If the Customer does not maintain appropriate access and working space to BWL Facilities, the BWL is authorized to remove anything that has or has the potential to come into contact with, interfere with, or be hazardous to the operation and maintenance of BWL facilities. In such instances the BWL will have no obligation to restore the Customer's Premises.
- B. The BWL's authorized personnel or agents of the BWL must have access to the Customer's Premises at all reasonable hours for all purposes necessary to conduct business, including, but not limited to, the following:
 - 1. Install, inspect, read, repair, maintain, test or remove its meters.
 - 2. Install, operate, inspect and maintain other BWL equipment or Facilities.
 - 3. Inspect service installations, Customer Piping, and determine the connected steam Demand.
- C. If the meters, metering equipment, or other BWL property are damaged or destroyed through the acts or failure to act by the Customer or someone other than the BWL, the cost of repairs or replacements is the responsibility of the Customer.
- D. If the BWL is unable to read, operate, maintain or inspect a meter for reasons beyond its control, including, but not limited to, Customer interference, the Premises being locked, the meter being inaccessible or the presence of unsafe conditions, service may be disconnected or interrupted and the Customer will be responsible to pay the appropriate reconnection fee in accordance with Rule 12.
- E. If a Customer intentionally interferes with the BWL's access to Facilities, including, but not limited to, physical or verbal threats, assault or intimidation, the Customer will be responsible to pay an interference fee per incident in accordance with Rule 12.
- F. Service will not be reconnected until:
 - 1. Safe and appropriate access has been provided.
 - 2. All fees have been paid in full.

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

4.3 CUSTOMER PIPING AND EQUIPMENT

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

4.4 STEAM QUALITY AND DISTURBANCES

- A. The Customer must operate equipment and use the service in a manner that does not cause surges, water hammer, or other disturbances to the Steam Distribution System or to another Customer's service. If the BWL notifies the Customer of such a condition, the Customer must discontinue operation of equipment causing the condition until a correction has been made. If the Customer does not remedy the condition within the time requested by the BWL, the BWL will disconnect service until the Customer has remedied the situation and has paid the reconnection fee under Rule 12 as well as any costs associated with investigation.
- B. The Customer is responsible for all costs associated with alterations to the Steam Distribution System required to continue proper operation of the system when the Customer causes such alterations.

4.5 IMPROPER USE AND TAMPERING

- A. Any Person or Customer that uses steam without making proper application for steam service is responsible for all charges for steam service. The amount of such charges will be determined by the BWL either by an actual meter read or by estimated consumption for the time steam was used.
- B. The BWL may disconnect service without notice if a Person or Customer uses steam without proper application for service or without a BWL approved steam service connection. In the case of such discontinuance of service, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the meter tampering fee and reconnection fee as stated in Rule 12, and has made appropriate restitution for stolen service and damaged equipment.
- C. The BWL may also disconnect service without notice if it determines the meter or piping on a Premises has been tampered with or altered in any manner. If the BWL disconnects service for this reason, the BWL will restore service only when the Person requesting restoration is or becomes a Customer, has paid the meter tampering fee and reconnection fee in accordance with Rule 12, made appropriate restitution for stolen

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

4.6 DISCONNECTION OF SERVICE

- A. Service may be voluntarily or involuntarily disconnected. Customers or their representative should be present when service is disconnected because the Customer is responsible for confirming service disconnection. Customers must take all necessary measures to verify disconnection and secure customer-owned equipment in the event of steam service disconnection.
- B. Customers are responsible for notifying the BWL as soon as possible if the service disconnection was not effective and are also responsible for all steam service consumption registered or damages due to an ineffective disconnection. Service may be disconnected in the following circumstances:
 1. Customer Request
 - a. Service may be disconnected per the Customer's request. When a Customer who is not the owner of the building requests a disconnection of service, the service will transfer to the owner until the owner requests disconnection or a new tenant assumes responsibility.
 - b. A request for temporary disconnection of service for purposes such as winterization or seasonal occupancy is subject to a reconnection fee in accordance with Rule 12 to cover the costs of restoring service.
 - 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 steam sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the BWL except where it is impractical to meter, such as for temporary installation, or special installation in which cases the consumption may be estimated.
- B. Inquiries regarding BWL installation requirements should be directed to the BWL's Customer Projects Department

5.2 SIZING, INSTALLATION, AND OWNERSHIP

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

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

5.3 EQUIPMENT LOCATION

- A. The Customer must provide, at no expense to the BWL, a space or enclosure suitable to the BWL for the installation of the necessary metering equipment. The Customer must also furnish the space and the provisions for mounting metering and service equipment to meet BWL requirements. Inquiries regarding BWL equipment requirements and its installation should be directed to the BWL Customer Projects Department.
- B. The Customer must locate the meter setting inside the building being served in a well-ventilated, well lit, heated area with ample space for meter reading and maintenance.
- C. The Customer must not place the metering equipment in a pit below floor level, a restroom or on a platform higher than thirty (30) inches above the floor unless BWL- approved steps and platform are installed.
- D. Mounting devices to support the Meter Setting, including, but not limited to, conduits for connective and communications wiring, stands, and brackets will be the responsibility of the Customer to install and maintain. Support must be substantial, level, concrete or metal, with enough space for the outlet piping and at least two (2) feet of unobstructed clearance directly above the meter. All Meter Settings must be located at an elevation easily accessible for reading and maintenance by personnel standing at floor grade. Wood supports are not acceptable for new meter installations or meter upgrades.

5.4 METER CALIBRATION REQUEST

- A. Upon Customer request, the BWL will inspect and test a meter to ensure it is calibrated within the permitted accuracy limits of plus or minus 2%.
- B. Prior to the BWL inspection and testing of a meter, the Customer must pay the meter calibration charge in accordance with Rule 12.
- C. For a meter with test results outside the permitted accuracy limits of plus or minus 2%, the BWL may repair or replace the meter and the meter calibration charge will be refunded to the Customer.
- D. For a meter with test results within the permitted accuracy limits of plus or minus 2%, the BWL may reinstall or replace the meter.

5.5 DAMAGED METERING EQUIPMENT

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

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

RULE 6. APPLICATION OF RATES

6.1 GENERAL

- A. Steam Rates are based on the BWL providing only one Customer Steam Service to a building or structure. The BWL will separately meter and separately bill service at different points or at different buildings or structures unless specifically provided for in the applicable Rate Schedule.

6.2 RESALE OF STEAM

- A. The owner or operator of an office building, apartment building, shopping mall, or similar structure may purchase steam from the BWL for resale to occupants on the condition that service to each occupant must be metered separately and the occupants may not be charged more for such service than the appropriate BWL Rate available for similar service under like conditions. To qualify for resale of steam to tenants, the owner or operator must state in writing their intent to resell in the application for service. The owner or operator is responsible for payment of purchased steam for resale as required by Rule 7.
- B. The BWL has no obligation to furnish, test or maintain meters or other equipment used for the resale of steam to an occupant by the reselling owner or operator.
- C. Billing records of the owner or operator may be audited once every 12 to 18 months using generally accepted auditing practices. The audit will be conducted by the BWL or if the BWL elects, by an independent auditing firm approved by the BWL. The reselling owner or operator will be assessed a reasonable fee for an audit conducted by the BWL or its agent.
- D. The reselling owner or operator is responsible for testing each occupant's meter at least once every 3 years. The accuracy of such meters must be maintained within 2%. Meters must be tested only by outside testing services or laboratories approved by the BWL.
- E. A record of each meter, including testing results, must be kept by the reselling owner or operator during use of the meter plus one year thereafter. When requested by the BWL, the reselling owner or operator must submit certified copies of the meter test results and meter records to the BWL.
- F. The reselling owner or operator must render a bill once during each billing month to each of the occupants' or tenants in accordance with the appropriate BWL Rate Schedule. Every bill rendered by the reselling owner or operator must specify the following information:
 - 1. The Rate Schedule title.
 - 2. The due date.
 - 3. The beginning and ending meter reading of the billing period and the dates thereof.
 - 4. The difference between the meter readings.
 - 5. The amount due for services and commodity use, as applicable to the Rate.
 - 6. Subtotal before taxes, sales tax, other taxes where applicable, the amount due for other authorized charges, and the total amount due.
- G. The due date must be 21 days from the date of rendition and the reselling owner or operator is responsible for all collections and payment disputes for resale occupants.

- H. The reselling owner or operator must supply each occupant with a steam system adequate to meet the needs of the occupant such as, pressure, and other conditions of service.
- I. If the reselling owner or operator fails to meet the obligations of this Rule, the BWL will notify the appropriate authorities and after reviewing with the reselling owner or operator, and if the problem is not resolved the BWL may declare the reselling owner or operator in violation of Rule 2.
- J. The renting of a Premises with the cost of steam service included in the rental as an incident of tenancy will not be considered a resale of such service.

6.3 CHOICE OF RATES

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

6.4 BILLING

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

6.5 MINIMUM CHARGES

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

6.6 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 steam 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 BWL 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 issuing a five (5) day written shut-off notice, the BWL has the right to disconnect service.
- B. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.
- C. Service to a Customer will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a Customer. Service may be disconnected for nonpayment of sums billed that are not in dispute.
- D. A 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 12.
- 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 12 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 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 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 may be made in writing and submitted to the BWL's corporate office at 1201 S. Washington Avenue, Lansing, Michigan 48910.
- B. Upon receipt of a request for a hearing, the BWL will forward this request to an independent hearing officer who is appointed by the BWL. The hearing officer will arrange a time for the hearing and advise both the Customer and the BWL of the date, time and location in writing. The hearing will be scheduled during normal business hours. Failure of either the Customer or the BWL to attend the hearing without cause and prior notice constitutes a waiver of the absent party's right to the hearing.

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

RULE 9. DISTRIBUTION SYSTEM EXTENSIONS

9.1 GENERAL

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

9.2 REQUEST FOR DISTRIBUTION SYSTEM EXTENSION

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

9.3 OWNERSHIP

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

9.4 AVAILABILITY OF DISTRIBUTION SYSTEM EXTENSION

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

9.5 INSTALLATION OF DISTRIBUTION SYSTEM EXTENSION

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

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

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

9.6 DEPOSIT

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

9.7 REFUNDS OF DEPOSIT

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

9.10 ADEQUATE TEMPERATURE, PRESSURE, AND FLOW CAPACITY

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

9.11 ECONOMIC DEVELOPMENT OFFSETS

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

9.12 EASEMENTS

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

9.13 TREE REMOVAL PERMITS

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

9.14 NON-STANDARD EQUIPMENT

- A. When the Customer requests that the BWL utilize equipment, which differs from its normal specifications, the BWL may elect to provide such non-standard equipment with the Customer paying any additional cost.

9.15 NON-STANDARD CONSTRUCTION

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

9.16 OTHER FACILITIES

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

9.17 CONSTRUCTION DATE OF DISTRIBUTION SYSTEM EXTENSION

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

9.18 STEAM FACILITY RELOCATIONS AND REMOVALS

- A. At the request of a Customer or developer, as required due to a conflict, or to meet BWL Standards, the BWL will relocate or remove its steam Facilities provided:
 - 1. The relocation or removal is feasible and meets BWL Standards, specifications, and Rules and Regulations.
 - 2. The Customer or developer obtains approval from all Customers impacted by the proposed relocation.
 - 3. The relocation or removal does not degrade steam reliability or quality.
 - 4. All governmental approvals, permits and easements are obtained.
- B. Prior to any relocation or removal of steam Facilities, the Customer or developer will be required to make a nonrefundable contribution in aid of construction. The contribution in aid of construction will reimburse the BWL for all relocation and removal costs including material, labor, the cost of breaking and repairing streets, walks, parking lots, driveways, etc., repairing landscaping, etc., and any right-of-way costs as per this Rule 9, plus the cost of any necessary modifications to the BWL's Steam Distribution System caused by the relocation or removal, less the salvage value of any portion of the steam Facilities removed.
- C. After completion of the Steam Distribution System extension, if Steam Mains or related Facilities are not at the correct location or at the proper elevation due to changes beyond the control of the BWL, the Customer or developer must reimburse the BWL for relocating Steam Mains or related Facilities to the correct location or proper elevation.

RULE 10. SERVICES

10.1 GENERAL

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

10.2 APPLICATION FOR SERVICE

- A. For Existing Services:
 1. Requests regarding existing services should be directed to the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6006 during normal business hours.
- B. For New Services:
 1. Requests regarding new services should be directed to the Utility Services Section of the Customer Service Department at 1232 Haco Drive, Lansing, Michigan 48912 or by calling (517) 702-6700 during normal business hours.
- C. For Residential Service Applications:
 1. The BWL is required to exercise due diligence in an effort to prevent identity theft. Therefore, Customers are required to produce acceptable proof of positive identification to establish a residential service account. Acceptable proof of positive identification includes, but is not limited to, the following:
 - a. Full Name (an account can only be in one Person's name)
 - b. Address (a copy of the mortgage or lease agreement may be required to verify residency)
 - c. Telephone Number
 - d. Email Address
 - e. Social Security number (Only required for credit checks or when the Customer is not present to verify their identity)
 - f. State or government issued identification (e.g. Driver License, Military ID, Passport)
- D. For Commercial Service Applications:
 1. To establish a commercial service account, the BWL requires the following business information:

- a. Legal Business Name and Tax ID Number (registered in Michigan)
- b. Type of Business
- c. Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
- d. Telephone Number
- e. Email Address
- f. Contact Name
- g. Owner or Business Agent Name
- h. Mailing Address if different from Service Address

10.3 STEAM SERVICE

A. General

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

B. Customer Connections to BWL Facilities

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

C. Customer Steam Piping

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

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

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

10.4 STEAM FACILITY RELOCATIONS AND REMOVALS

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

RULE 11. CONDENSATE AND MASTER TRAP

11.1 GENERAL

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

11.2 CONDENSATE

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

11.3 MASTER TRAP

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

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

11.4 CONDENSATE (SURGE) TANKS

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

11.5 BY-PASS VALVE

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

RULE 12. SCHEDULE OF FEES & CHARGES

Charge Description	When Applied	Charge
Security Deposits – Residential	For all new Customers unless waived by conditions stated in Rule 7	2 times average monthly bill
Security Deposits – Commercial & Industrial	For all new and existing Customers unless waived by conditions stated in Rule 7	2 times average monthly bill
Connect 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 Set Charge	Installation of new, or Resizing of existing Meters	At Cost
Meter Tampering	Any time	\$265
Interference Fee	Any time	\$265
Damaged Meter Charge	Upon occurrence	At Cost
Meter Calibration Charge	When Customer requested meter calibration check is within plus or minus 2% accuracy	\$175
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, per occurrence	\$30
Failed Payment Fee / Non-Sufficient Funds Fee	For Non-Sufficient funds on checks and failed electronic payments	\$30
Charges other than those published	Relocations, damages, etc.	At cost