



## **Grand Haven Board of Light & Power**

### **Electric Service Rules, Standards & Rates**

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## Article I. CHARACTER OF SERVICE

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The Grand Haven Board of Light & Power (BLP) shall endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The BLP shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the BLP's reasonable control.

The BLP may interrupt, curtail or suspend electric service to all or some of its customers in accordance with emergency electrical procedures, and the BLP shall be under no liability with respect to any such interruption, curtailment or suspension.

Emergency electrical procedures may be necessary if there is a near-term shortage in the electrical energy supply to meet the demands of regional electric customers. For the purpose of this procedure, an Emergency Electrical Event may be, (a) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of any electric system or the safety of persons or property; (b) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or (c) a condition that requires implementation of Emergency Electrical Procedures as determined by the Regional Transmission Organization. Conditions during an emergency event may escalate such that procedural steps are not followed in orderly succession.

The BLP is a member of a Regional Transmission Organization (RTO) which therefore dictates that during any Emergency Electrical Event, the BLP will coordinate procedural steps with the RTO and with the applicable transmission operator. For longer-term forecasts of resource adequacy, the RTO works with the BLP to ensure an effective and efficient resource adequacy construct with appropriate consideration of all eligible internal and external resources and resource types and recognition of legal/regulatory authorities and responsibilities.

### Section 1.01 Generation Capacity Shortages

#### Sudden or Unanticipated Frequency Event:

In the event of a major bulk power system disturbance which results in an area being seriously deficient in generation, this procedure sheds load to restore a load-generation balance.

In the event of a sudden decline of the frequency on the system or a sudden breakup which isolates all or parts of the BLP's electric system from other electric systems with which it is interconnected and which results in the area so isolated being deficient in electric generation, with consequent rapid decline in frequency, automatic load shedding will take place per North American Electric Reliability Corporation (NERC) Reliability Standards. Service so interrupted shall be to certain

substations and lines serving customers throughout the BLP's service area. Such interruptions shall be, where practicable, for short periods of time.

BLP will comply with Reliability Directives from the applicable transmission operator and Balancing Authority, as defined by NERC, to restore the system as frequency is recovered.

The customer shall secure from the BLP the characteristics of the service available.

No ownership rights in facilities provided by the BLP shall pass to any person as a result of any deposit or contribution made under these rules. Deposits or contributions made by customers toward facilities shall not be refundable unless expressly provided in these rules.

## Section 1.02 Use of Service

The customer shall use the service so as not to cause a safety hazard, endanger the BLP facilities or the customer's equipment or to disturb the BLP's service to other customers.

The BLP reserves the right to deny or shut off service under the following conditions or for any of the following reasons:

- A. Without prior notice to any customer for a condition on the customer's premises which is determined by the BLP or a code authority to be hazardous.
- B. Without prior notice if the customer uses equipment in a manner which adversely affects the BLP's equipment or the BLP's service to others.
- C. To any customer involved in metered or unmetered energy theft, including obtaining the use of equipment by submitting a falsified application.
- D. For misrepresentation of identity for the purpose of obtaining utility service.
- E. For failure of the customer to permit the BLP reasonable access to equipment installed upon the premises for the purpose of inspection, meter reading, maintenance, replacement or removal.
- F. For failure of the customer to install and/or maintain necessary devices to protect his/her equipment in the event of service interruptions and other disturbances on the BLP's distribution system.
- G. For failure of the customer to install and/or maintain necessary devices to protect the BLP's facilities against overload caused by the customer's equipment.
- H. For failure of the customer to fulfill contractual obligations for service or facilities.
- I. For failure of the customer to obtain all permits and inspections of customer's wiring or equipment required by applicable law.



- J. For failure of the customer to post a cash security deposit or other form of guarantee, when required.
- K. For failure of the customer to pay a delinquent account not in dispute.

## Section 1.03 General Provisions of Service

### A. Service Requirements

The customer is required, at no expense to the BLP: (a) to provide space for BLP facilities on the customer's premises to meet the customer's needs for service; and (b) to allow the BLP to trim, cut down, remove, or otherwise prevent future growth of trees and brush on the customer's premises that, in the BLP's discretion, interfere or threaten to interfere with, or be hazardous to, the construction, operation and maintenance of the BLP's facilities.

The BLP shall install connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the BLP. Where the customer requests a point of attachment other than that specified by the BLP, the additional cost resulting therefrom shall be borne by the customer.

When relocation or modification of BLP facilities is requested or made necessary by the customer, for reasons other than anticipated increases in energy use, all costs for the relocation or modification may be charged to the party responsible for changes.

Should it become necessary for any cause beyond the BLP's control to change the location of the point of attachment, the entire cost of any necessary changes in the customer's wiring shall be borne by the customer.

All service entrances shall comply with the National Electrical Code, National Electric Safety Code, BLP standards and/or local electrical codes, whichever governs. Any poles, wires or other equipment required beyond the customer's point of attachment shall be furnished, installed and maintained by the customer. The customer is responsible for obtaining all permits and inspections of customer's wiring or equipment required by applicable law. Service shall be denied for failure to obtain such permits or inspections.

The customer may have to provide a deposit and/or contribution if the service the customer requires cannot be provided from available distribution lines. Overhead and underground extension of the BLP's existing electric distribution system is stated in the Distribution System Extensions section.

### B. Parallel Operation Requirements

The BLP shall not be required to operate in parallel with a customer's or operator's generating facilities when, in the opinion of the BLP, such parallel operation may create a hazard, disturb, impair or interfere with communication circuits or with the BLP's service to other customers. The BLP may agree to parallel operation when the customer or operator provides adequate

controlling and protective equipment necessitated by the presence of a source of power on the customer's or operator's premises and has sufficient trained personnel to perform the necessary operations. Such equipment and its installation shall be in accordance with the generator interconnection requirements.

The customer or operator shall be responsible for furnishing, installing and maintaining, at the customer's or operator's expense, all necessary controlling and protective equipment for connecting the generating facility to the BLP's electric system to protect the customer's or operator's equipment and service as well as the equipment and service of the BLP from injury or interruptions which might be caused by a flow of current from the BLP's lines to the customer's or operator's connections or from a flow of current from the customer's or operator's generating equipment to the BLP's lines. The customer or operator shall assume any loss, liability or damage caused by a malfunction or lack of such equipment.

## Article II. APPLICATION OF RATES

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### Section 2.01 Classes of Service

The rates specified herein are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in the BLP's service rules.

Service to different delivery points and/or different classes of service on the same premises shall be separately metered and separately billed. In no case shall service be shared with another premises or transmitted off the premises to which it is delivered.

### Section 2.02 Choice of Rates

A customer may be eligible to have service billed on one of several rates or provisions of a rate. Upon request, the BLP shall advise the customer in the selection of the rate or rate provision which is most likely to give the customer the lowest cost of service based on the information provided to the BLP. However, the responsibility for selection of a rate; and any changes to it; lies with the customer.

After the customer has selected the rate and any rate provisions under which service shall be provided, the customer shall not be permitted to change from that rate and/or rate provision to another until at least twelve months have elapsed. The customer shall not be permitted to evade this rule by temporarily terminating service. However, the BLP may, at its option, waive the provisions of this paragraph where it appears a change is for permanent rather than for temporary or seasonal advantage. The provisions of this paragraph may also be waived where the customer can demonstrate that a bona fide change in customer load has occurred. The effective date of a rate change under this rule shall be the beginning read date of the next bill issued. The intent of this rule is to prohibit frequent shifts from rate to rate.

The BLP shall not make refunds in instances where the customer would have paid less for service had the customer been billed on another applicable rate or provision rate.

Where the customer has provided the BLP with incorrect information to gain an economic benefit, back billing may be rendered to the date the incorrect information was received by the BLP.

In order to reduce load in times of high system demands, the BLP may make contractual arrangements with customers who can self-generate power, shift load from on-peak to off-peak periods and/or provide other forms of voluntary load reduction or interruption.

### Section 2.03 Resale

No customer shall resell electric service provided by the BLP to others.

## Article III. CUSTOMER RESPONSIBILITIES

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### Section 3.01 Access to Customer's Premises

The BLP's authorized agents shall have access to the customer's premises at all reasonable hours, to install, inspect, read, repair or remove its meters; to install, operate, maintain or remove other BLP property and to inspect and determine the connected electrical load on the customer's premises.

### Section 3.02 Billing and Payment Standards

#### A. Billing Standards:

The BLP will provide customers with a monthly electric utility bill. Each bill will include total amount due, late fees (if applicable), due date, number of days billed, contact information and payment options.

The BLP will provide customers with an estimated electric utility bill if an actual meter reading is unavailable for any reason.

When an error is found to exist in the billing rendered to a customer, the BLP will correct such error to recover or refund the difference between the original billing and corrected billing. Adjusted billings will not be rendered for periods in excess of 12 months from the date the error is discovered.

#### B. Billing Frequency:

Bills for electric service shall be rendered on approximately a monthly basis and shall be due and payable on or before the due date shown on each bill.

#### C. Meter Reads and Estimated Bills:

The BLP shall schedule meters to be read on at least an approximate monthly basis.

When the BLP is unable to obtain an actual meter reading, the bill shall be estimated as may be appropriate. Estimated electric utility bills will be trued-up to actual as soon as possible. Bills rendered for electric service for periods for which readings were estimated shall have the same force and effect as those based upon actual meter readings

#### D. Customer Meter Reads:

A customer may be asked to read his/her own meter and provide the reading to the BLP by telephone or email when the BLP is unable to read the meter.

E. Responsibility for Payment:

- (1) The customer is responsible for the payment of bills for all charges incurred until service is shut off or terminated and the BLP has had reasonable time to secure a final meter reading.
- (2) Property owners who have placed electric service in their name between tenants are responsible for payment of all bills incurred while in their name until the BLP is notified to place service in another name.

F. Due Date:

The BLP shall allow each customer a period of not less than 15 calendar days from the date the bill was transmitted to pay in full. Failure to receive a bill will not extend the time for payment.

G. Late Payment Charge:

The BLP shall assess a late payment charge as authorized herein.

H. Delinquent Payment Arrangements:

- (1) The BLP shall offer extended payment arrangements to bring the account current for delinquent accounts eligible for disconnect to qualified customers who execute a written alternative payment agreement with the BLP at least one business day prior to disconnect eligibility date.

I. Payment of Bills may be made by:

- (1) U.S. mail;
- (2) In person at the BLP's Customer Service office or City Hall;
- (3) By phone by calling the secure, automated line at 1-844-749-3055, 24hours/day, 7 days a week;
- (4) Online at ghblp.org;
- (5) Through SmartHub (online and mobile app);
- (6) Via the BLP's Automated Payment Option:
  - i. The BLP shall make available to its customers an automated payment option (ACH) for payment of electric utility bills. ACH (Automated Clearing House) payments are available to customers who provide a signed Authorization for Automatic Bill Payment form and a voided check. Payments for customers using this method will be deducted from the designated checking or savings account on the billing due date. Any account which incurs two returned electronic funds in a twelve month period may be removed from the plan and may be ineligible for reinstatement for a period of one year.
  - ii. Credit Card: Discover, Visa and MasterCard will be accepted for payment of electric charges up to a maximum of \$2,500 and a minimum of \$5.00 per customer and billing

cycle. Payment will be made in accordance with the terms and conditions of the third party provider.

J. Budget Payment Plan:

- (1) A Budget Payment Plan is offered to any residential customer who does not have a delinquent balance.
- (2) The Budget season is September through August; however, customers may enroll in the Plan at any time.
- (3) Any past due accounts on a Budget Payment Plan will be removed from the Plan and the entire outstanding actual balance will be required in full.
- (4) A review of all budget accounts is conducted following the February and August billing, with budget adjustments, if needed, in March and September.
- (5) All budget account balances will be trued up on the September billing. Any debit amounts will be billed, and any credit amounts will be refunded or applied to the customer's account.

K. Returned Bill Payments:

Any check, debit card, credit card or other form of payment remitted as a bill payment that is returned, rejected or an authorized prepayment that is not honored by the bank or financial institution against which it is drawn, for any reason, shall be rebilled to the customer's account. A \$25 charge shall be assessed to the customer for processing a payment or an authorized prepayment returned by a bank or other financial institution for reason of insufficient funds, account closed, no account and similar situations, excluding bank or financial institution errors.

If payment was presented to avoid a disconnection of service, service will be subject to immediate disconnection.

L. New Service:

New service will not be granted to any customer who has an unpaid balance due to the BLP until that balance is paid in full.

- M. Existing customers changing service location must pay their current BLP account in full. Any additional charges incurred at the previous service location will be transferred to the customer's new service location account.

N. Billing Error:

- (1) Overcharge:

If a customer has been overcharged for any reason, the amount of the overcharge shall be adjusted, refunded, or credited to the customer promptly upon discovery by the BLP. The BLP shall not make retroactive adjustments when the customer has not notified the BLP as to pertinent conditions of service. The BLP is not required to adjust, refund or credit an overcharge beyond the twelve-month period immediately preceding discovery of the

overcharge, unless the customer is able to present a record establishing earlier notification date of similar occurrence or commencement of the overcharge.

(2) Undercharge

If a customer has been undercharged for any reason, the undercharge may be billed to the customer. Except in cases of energy theft, stolen meter, switched meter by someone other than the BLP or a BLP representative, meter error or nonregistering meter, back billing of customers is limited to the twelve-month period immediately preceding the discovery of the undercharge. The customer shall be given a reasonable time in which to pay the amount of the back billing, taking into account the period of the undercharge, and service shall not be shut off during this time for nonpayment of the amount of the back billing if the customer is complying with the repayment agreement.

### Section 3.03 Energy Theft, Stolen Meter and Switched Meter

In cases where metered or unmetered energy theft, stolen meter or switched meter by someone other than a BLP representative are involved, refunds and back billings are for the determined duration of the period. Where the duration cannot be reasonably established or estimated, the BLP will adjust the billing for the past three years based on actual monthly consumption determined from the most recent 36 months of consumption data.

Metered or unmetered energy theft includes but is not limited to tampering, unauthorized use, diversion and interference. A stolen meter is classified as any meter not specifically assigned to that service location by the BLP. Switched meters are classified as meters assigned incorrectly to a customer resulting in one customer being billed for another customer's consumption.

The BLP reserves the right to recover all unbilled service revenue and reasonable actual costs associated with the theft of energy, stolen meters or switched meters. Therefore, the customer or other user who benefits from the unauthorized or fraudulent use is responsible for payment of the reasonable actual cost of the service used during the period such fraudulent or unauthorized use or tampering occurred, or is reasonably assumed to have occurred, and is responsible for the reasonable actual cost of the tampering investigation and any associated damages.

The owner of a multiple metered building shall be responsible for accurately tracing all lines and for tagging such lines with BLP-provided tags to assure individual units are properly metered. The BLP will not set the meters until the lines are identified. The owner of the multiple metered building may be held responsible for any under recovery of applicable charges resulting from improperly tagged meters. Any future expense of tracing lines due to instances of switched meters related to errors in tracing and tagging of such lines shall be the responsibility of the current owner of the multiple metered building.

### Section 3.04 Restoration of Service

Restoration charges and meter relocation charges shall be billed by the BLP to partially recover the cost of shutting off, terminating and restoring service.



## Article IV. RESIDENTIAL LATE PAYMENT PENALTY AND SHUTOFF

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### Section 4.01 Late Payment Penalty

All past due amounts will be subject to a monthly 1.5% interest penalty.

### Section 4.02 Residential Shutoff

- A. The BLP will not use an electric service limiter.
- B. The BLP shall refund any late fees, fines, or payments related to a shutoff or resumption of service if those late fees, fines, or payments were improperly assessed because of the failure to provide notice as required by these rules.
- C. Notwithstanding other requirements of these rules, service may be shut off temporarily for reasons of health or safety or in a state of national emergency. When service is shut off for reasons of health or safety, the BLP shall leave a notice at the premises if feasible.
- D. The BLP may shut off or terminate service to a residential customer for any of the following reasons:
  - (1) The customer has not paid a delinquent account that occurred within the last six (6) years.
  - (2) The customer has failed to provide a deposit or guarantee as required.
  - (3) The customer has engaged in unauthorized use of the utility's service.
  - (4) The customer has failed to comply with the terms and conditions of an executed written alternative payment agreement.
  - (5) The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
  - (6) The customer misrepresented his or her identity for the purpose of obtaining service or placed service in another person's name without permission of the other person.
  - (7) The customer has violated any policies of the BLP that adversely affects the safety of the customer or other persons or the integrity of the system.
  - (8) If it is not feasible to provide service to the occupant as a customer without major revision of existing distribution facilities.
  - (9) If it is feasible to provide service to the occupant as a customer without major revision of existing distribution facilities and the occupant refuses to put the account in their name.
  - (10) A person living in the customer's residence meets both of the following:
    - i. Has a delinquent account for service with the BLP within the past three (3) years that remains unpaid.
    - ii. The customer lived in this person's residence when all or part of the debt was incurred. The BLP may transfer the amount of the debt to the customer's account. This section does not apply if the customer was a minor while living in the person's residence.

- E. Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bill notifications, including shutoff notices, on the customer's behalf. Such notices may be provided to both the designated third party and the customer.
- F. The BLP shall supply information regarding the following to customers at least annually:
  - (1) The energy assistance telephone line number at the Michigan Department of Human Services or an operable 211 system telephone number.
  - (2) Medical emergency and critical care protections
  - (3) Military shutoff protections
  - (4) Low income protections
  - (5) Senior citizen protections
- G. The information required under Subsection (F) may be supplied in or on a customer's bill, in a bill insert, in a newsletter issued to customers, newspaper announcement, or an electronic communication.
- H. Noticing of Past Due Bills and Disconnect Eligibility:
  - (1) If an electric bill is unpaid by the due date, all past due amounts will be assessed a 1.5% monthly interest penalty.
  - (2) If an electric bill is unpaid (15) days following the billing due date, a first Notice of Potential Disconnect will be provided on the next regular bill statement.
  - (3) If the bill remains unpaid eight (8) calendar days following the date of the Notice of Potential Disconnect, a second and final Disconnect Eligibility Notice will be mailed, and a \$5.00 charge will be assessed.
  - (4) If the bill remains unpaid seven (7) calendar days following the date of the final Disconnect Notice, electric service will be disconnected, subject to all applicable state statutes.
  - (5) Service will be reconnected when all past due amounts plus any associated reconnect charges, penalties and fees have been paid in full.
- I. A notice of shutoff shall contain the following information:
  - (1) The name and address of the customer, and the address at which service is provided, if different.
  - (2) A clear and concise statement of the reason for the proposed shutoff of service.
  - (3) The date on or after which service may be shut off unless the customer takes appropriate action.
  - (4) The telephone number and address where the customer may make inquiry, enter into a payment plan, or file a complaint.
  - (5) Notification that shutoff can be postponed at the residence if a certified medical emergency exists and the customer provides documentation of that medical emergency prior to disconnect.
  - (6) That the customer can call 211 for financial assistance.

- J. Service may be shut off to a customer on the date specified in the final Disconnect Notice or anytime thereafter. If service is not shut off and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8 a.m. and 3 p.m.
- K. Service shall not be shut off on a day, or a day immediately preceding a day, when services cannot be restored.
- L. Following shut off, a notice shall be provided stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored. No later than three (3) business days after shutting off service, the BLP shall make an additional attempt to contact that customer to advise the customer of the actions that the customer must take to have his or her service restored.
  - (1) The following notification methods may be used to contact the customer:
    - i. A telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
    - ii. U.S. Postal Delivery, email or text message.
    - iii. A personal visit to the customer.
    - iv. A second notice left at or on the customer's door.
- M. Reasonable efforts shall be made to restore service on the day the customer requests restoration when cause has been cured or a satisfactory credit arrangement has been made. Except for reasons beyond the control of the BLP, the service shall be restored not later than the first working day after the customer's request.
- N. A charge will be assessed for notices and restoring service as follows.
  - (1) Disconnect Eligibility Notice Charge: \$ 5.00
  - (2) Reconnect Charges:
    - i. Charge for restoring service which has been disconnected at the meter:
      - a. During business hours within one week of disconnect \$50.00
      - b. During business hours after one week from disconnect \$100.00
      - c. After business hours \$150.00
    - ii. Charge for restoring service which has been disconnected at a location other than the meter:
      - a. During business hours \$100.00
      - b. After business hours \$300.00
  - (3) After each disconnect for nonpayment, an additional security deposit may be required prior to reconnection.
- O. After the second notice of delinquency has been mailed, payment must be received at the BLP Administrative Office before the disconnect date. Failure to receive a notice of delinquency will not extend time for payment.

## Section 4.03 Cooling Season Shutoffs

- A. If the temperature forecast for the current day OR the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on the current day. For Fridays, customers will not be disconnected if the forecast is for 95 degrees or greater for Friday, Saturday or Sunday.

## Section 4.04 Shutoff of Critical Care Customers or Medical Emergency

- A. Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a critical care customer or has a certified medical emergency. The customer's certification shall identify any medical or life-supporting equipment being used, and the specified time period during which the shutoff of service will aggravate the medical emergency. Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household remains a critical care customer or has a certified medical emergency. If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member.
- B. As used in these Rules:
  - (1) "Critical care customer" means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the BLP identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life threatening.
  - (2) "Electric Service Limiter" means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the BLP when a utility-imposed peak usage limit is exceeded. The BLP does not use Electric Service Limiters.
  - (4) "Heating season" means November 1 through April 15.
  - (5) "Medical Emergency" means the existence of a medical condition of the customer or a member of the customer's household, certified by a physician or public health official on official stationery, would be immediately life threatening by an interruption of utility service.
  - (6) "Senior Citizen Customer" means a customer of the BLP who has attained the age of 65 years or older and who advises the BLP of their age.

## Section 4.05 2013 Public Act 95 Low-Income Energy Assistance Fund

- A. On July 1, 2013, Governor Rick Snyder signed 2013 PA 95 ("Act 95") into law, creating the Low-Income Energy Assistance Fund within the State Treasury. Act 95 provides that the Michigan Public Service Commission ("Commission") may annually approve a low-income

energy assistance funding factor no later than July 31 of each year for the subsequent fiscal year.

- B. Under Section 9t(7) of the Act, electric utilities (including municipally owned and cooperative electric utilities) may elect to opt out from collecting the funding factor by annually filing a notice with the Commission by July 1. All utilities electing to opt out are prohibited from discontinuing service to any residential customer from November 1 to April 15 for nonpayment of a delinquent account.
- C. The Board of Light & Power provides local, low-income assistance through Hometown Helping Hand. Because of Hometown Helping Hand, the Board of Light & Power typically elects to opt out of Act 95; therefore, its residential customers will not be shut off for nonpayment of delinquent accounts between November 1 and April 15.
- D. Penalties and late fees will be applied each month the account is delinquent and will continue to accrue for nonpayment of electric bills each month until all penalties, late fees and past due amounts are paid in full. All past due amounts, penalties and late fees must be paid in full by April 15 or applicable amounts will be subject to immediate shutoff.

## Article V. NON-RESIDENTIAL LATE PAYMENT PENALTY & SHUTOFF

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### Section 5.01 Late Payment Penalty

All past due amounts will be subject to a monthly 1.5% interest penalty.

### Section 5.02 Non-Residential Shutoff

A. The BLP may shut off or terminate service to a non-residential customer for any of the following reasons:

- (1) The customer has not paid a delinquent account that accrued within the last six (6) years.
- (2) The customer has failed to provide a deposit or guarantee as required.
- (3) The customer has engaged in unauthorized use of the utility's service.
- (4) The customer has failed to comply with the terms and conditions of an executed written alternative payment agreement.
- (5) The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
- (6) The customer misrepresented his or her identity for the purpose of obtaining service or placed service in another person's name without permission of the other person.
- (7) The customer has violated any policies of the BLP that adversely affects the safety of the customer or other persons or the integrity of the system.

B. Noticing of Past Due Bills and Disconnect Eligibility:

- (1) If an electric bill is unpaid by the due date, all past due amounts will be assessed a 1.5% monthly interest penalty.
- (2) If an electric bill is unpaid (15) days following the billing due date, a first Notice of Potential Disconnect will be provided on the next regular bill statement.
- (3) If the bill remains unpaid eight (8) calendar days following the date of the Notice of Potential Disconnect, a second and final Disconnect Eligibility Notice will be mailed, and a \$5.00 charge will be assessed.
- (4) If the bill remains unpaid seven (7) calendar days following the date of the final Disconnect Notice, electric service will be disconnected, subject to all applicable state statutes.
- (5) Service will be reconnected when all past due amounts plus any associated reconnect charges, penalties and fees have been paid in full.

C. Service may be shut off to a customer on the date specified in the final Disconnect Notice or any time thereafter. If service is not shut off and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8 a.m. and 3 p.m.

- D. Following shut off, a notice shall be provided stating that service has been shut off and will include the address and telephone number where the customer may arrange to have service restored.
- E. Reasonable efforts shall be made to restore service on the day the customer requests restoration if all past due amounts and reconnection fees are paid in full. Except for reasons beyond the control of the BLP, the service shall be restored not later than the first working day after the customer's request.
- F. A charge may be assessed for notices and restoring service as follows.
  - (1) Disconnect Notice Charge per notice: \$5.00
  - (2) Reconnect Charges:
    - i. Charge for restoring service which has been disconnected at the meter:
      - a) During Business hours within one week of disconnect \$50.00
      - b) During business hours after one week from disconnect \$100.00
      - c) After business hours \$150.00
    - ii. Charge for restoring service which has been disconnected at a location other than the meter:
      - a) During business hours \$100.00
      - b) After business hours \$300.00
  - (3) After each disconnect for nonpayment in any consecutive 12 month period, an additional deposit will be required prior to reconnection.
- G. After the second notice of delinquency has been mailed, payment must be received at the BLP Administrative Office before the disconnect date. Failure to receive a notice of delinquency will not extend time for payment.

## Article VI. DISPUTE PROCEDURE

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### Section 6.01 Dispute Procedure

- A. When a bill or service is disputed by a customer, the date will be recorded by a Customer Account Representative and the amount owing directly related to dispute will be exempt from penalties and normal collection procedures. The customer is responsible for payment of all other bills or portions of bills which are not in dispute until this procedure is completed.
- B. The Customer Account Representative will attempt to resolve the dispute in a manner mutually satisfactory to both parties.
- C. If the customer is not satisfied with the results, he/she may then request a hearing with the Administrative Services Manager.
- D. If matter is still not resolved satisfactorily, the customer may request to have the issue placed on the agenda for the Board of Directors at a regular scheduled Board Meeting.



## Article VII. DEPOSIT AND COLLECTION PROCEDURES

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### Section 7.01 Deposits

#### A. Residential:

- (1) A cash security deposit of \$100.00 is required of a customer renting a residential property within the City limits of Grand Haven and \$150.00 if the customer is renting a residential property outside of the City limits of Grand Haven when service is requested.
- (2) Such security deposits shall be increased in accordance with the rules below if a waiver of lien is submitted to the BLP.
- (3) A cash security deposit of \$400.00 is required of a customer renting a mobile home or owning a mobile home on property within a mobile home community when service is requested.
- (4) Customer must present a copy of the signed lease agreement in order to start service at a rented property.
- (5) When customer vacates the premise, any deposit balance remaining after payment of all outstanding electrical energy charges incurred during the customer's occupancy of the premises shall be refunded to the customer.

#### B. Commercial/Industrial

- (1) A cash security deposit of two-months estimated bill or \$300.00 minimum is required if the customer is renting a commercial property when service is requested.
- (2) Such security deposits shall be increased in accordance with the procedures below if a waiver of lien is submitted to the BLP.
- (3) Customer must present a copy of the signed lease agreement in order to start service at a rented property.
- (4) When the customer vacates the premise, any deposit balance remaining after payment of all outstanding electrical energy charges incurred during the customer's occupancy of the premises shall be refunded to the customer.

### Section 7.02 Collection

- #### A. Accounts which have been final billed and are a minimum of fifteen days past due are sent a first collection letter requesting payment within two weeks. After the two weeks, a second collection letter is mailed which requests payment within five days. If the bill remains unpaid after five days, the delinquent accounts are sent to a collection agency.

#### B. Liens:

- (1) Charges for electrical energy furnished to any premises shall be a lien on the premises, as allowed under State Law. A lien is effective immediately upon the supplying of electrical energy to any premises within the City of Grand Haven as noted in City Charter.
- (2) Owners of rental properties may avoid a lien on the property by having the tenant sign a Lien Waiver Form where the tenant accepts payment responsibility for all electrical

charges. To initiate these procedures, the property owner shall complete the Board of Light & Power application for "Landlord Protection."

- (3) At the time service is requested by the tenant, the tenant shall provide a signed Lien Waiver form, a copy of the signed lease agreement, and a deposit in the amount of \$400.00 for residential property and two months estimated billing or \$600.00 minimum for commercial/industrial property.
- (4) As liens are not allowed under State law on a mobile home, a cash security deposit of \$400.00 is required of a customer renting a mobile home or owing a mobile home on property within a mobile home community when service is requested.
- (5) Charges for electrical energy furnished after the date the BLP has received the lien waiver form and has collected the required deposit will not have a lien placed against the premises.
- (6) The BLP will return a copy of signed lien waiver form to the property owner.

c. Tax Roll:

- (1) All unpaid charges of \$150.00 or greater for electrical service furnished to any premises in the City of Grand Haven which, on the thirty-first day of March of each year, has remained delinquent for a period of three months or more shall be reported by the BLP to the Finance Director of the City of Grand Haven who shall in turn report them to the Grand Haven City Council at its second meeting in the month of April.
- (2) The City Council thereupon shall order the publication in a newspaper of general circulation in the City of Grand Haven a Notice that all such unpaid charges which are not paid by the end of May will be spread upon the City's tax roll, to be collected in the same manner as the City taxes.
- (3) In addition, the BLP may at any time cause to be filed in the appropriate records of the Register of Deeds, Ottawa County, Michigan, a Notice of Lien against any premises, whether situated within or outside the City of Grand Haven, to which electrical service has been furnished by the BLP and the charges therefore are delinquent.

## Article VIII. HOMETOWN HELPING HAND

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### Section 8.01 Hometown Helping Hand

- A. In response to the Salvation Army's request to partner with the Board of Light and Power to increase available funding for customers in need within the community, the BLP implemented Hometown Helping Hand.

The BLP donates a portion of revenues generated from its final notice of disconnect to the Hometown Helping Hand fund held by BLP. Voluntary contributions are also solicited from local community programs and customers of the BLP. Customers have the option to make a one-time contribution or to have a monthly contribution added to their electric bill as a separate line item on the bill. Contributions to Hometown Helping Hand are tax deductible. Receipts will be furnished upon request.

Salvation Army staff have complete discretion to determine the eligibility of persons to be aided by cash contributions from Hometown Helping Hand based on criteria established by the Salvation Army. Assistance provided under Hometown Helping Hand is solely for the payment of past due electric bills for BLP customers who are in need. Any delinquent notice fees are the responsibility of the customer and are not eligible for payment under Hometown Helping Hand.

The BLP emails monthly statements of available funds to the Salvation Army.

## Article IX. CUSTOMER DATA PRIVACY

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### Section 9.01 Definitions

**"Aggregated Data"** means any Consumption Data or Customer Account Information, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.

**"Contractor"** means an entity or person performing a function or service under contract with or on behalf of the BLP, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.

**"Customer"** means a purchaser of electricity that is supplied or distributed by a utility for residential or Non-Residential purposes.

**"Customer Account Information"** means personally identifiable information including customer address, contact information, payment history, account number, and amount billed. Customer Account Information also includes information received by the BLP from the Customer for purposes of participating in utility programs, including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.

**"Consumption Data"** means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is collected by the electric meter by the BLP and stored in its systems.

**"Informed Customer Consent"** means, in the case where consent is required: (1) the Customer is provided with a clear statement of the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the Customer may revoke consent. In no case shall silence by the Customer ever be construed to mean express or implied consent to a request by the BLP, or its Contractors. Customer consent may be documented in writing, electronically, or through recording of an oral communication.

**"Personal Data"** means specific pieces of information collected or known by the BLP that merit special protection including the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name and address in conjunction with birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.

**"Primary Purpose"** means the collection, use, or disclosure of information collected by the BLP or supplied by the Customer in order to:

- (1) provide, bill, or collect for, electric service;

- (2) provide for system, grid, or operational needs;
- (3) provide services as required by state or federal law;
- (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the BLP or under contract with the BLP.

**"Secondary Purpose"** means any purpose that is not a Primary Purpose.

**"Standard Usage Information"** means the usage data that is made generally available by the electric utility to all similarly situated Customers on a regular basis, delivered by the electric utility in a standard format.

**"Third-party"** means a person or entity that has no contractual relationship with the BLP to perform services or act on behalf of the BLP.

**"Weather Adjusted Data"** means electric consumption data for a given period that has been normalized using stated period's heating or cooling degree days.

**"Written Consent"** means a signed form with the customer's signature received by the BLP through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the BLP.

## Section 9.02 Collection and Use of Data and Information

- A. The BLP collects Customer Account Information, Consumption Data, and Personal Data as necessary to accomplish Primary Purposes only.
- B. The BLP may collect and use Customer Account Information, Consumption Data, and Personal Data for Primary Purposes without Informed Customer Consent.
- C. Informed Customer Consent is necessary before collection, use, or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- D. The BLP will not sell Customer Account Information, Consumption Data, and Personal Data except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts.

## Section 9.03 Disclosure Without Informed Customer Consent

- A. The BLP shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the Customers whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
- B. The BLP may disclose Customer Account Information, Consumption Data, or Personal Data in the context of a business transaction to the extent permitted by law.

## Section 9.04 Disclosure to Contractors

- A. The BLP only shares information in the smallest increment necessary for the Contractor to provide service to the BLP. When practical, the BLP shall only provide Aggregated Data to a Contractor.
- B. BLP Contractors are held to the same confidentiality and privacy standards as BLP employees. BLP Contractors are prohibited from using any information supplied by the BLP for Secondary Purposes.
- C. BLP Contractors who maintain Customer Account Information are required to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Account Information, Consumption Data, and Personal Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the BLP to protect Customer Account Information, Consumption Data, and Personal Data.
- D. The BLP requires Contractors to return or destroy Customer Account Information, Consumption Data, or Personal Data that is no longer necessary for the purpose for which it was transferred.
- E. The BLP maintains records of the disclosure of customer data to Contractors in accordance with BLP record retention policies. These records include all contracts with the Contractor, and all executed non-disclosure agreements.
- F. A Customer may request that his or her Customer Account Information or Consumption Data be released to a Third-party of the Customer's choice. Once the BLP verifies the Customer's request, the BLP is not responsible for loss, theft, alteration, or misuse of the data by Third-parties or Customers after the information has been transferred to the Customer or the Customer's designated Third-party.

## Section 9.05 Customer Access to Data

- A. Customers have the right to share their own Customer Account Information, Consumption Data, or Personal Data with Third-parties of their choice to obtain services or products provided by those Third parties. The BLP is not responsible for unauthorized disclosure or use of this information by a Third-party.
- B. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the BLP collects, stores, uses or distributes.
- C. Fulfilling certain requests for data in accordance with the provisions of this section is consistent with the provision of normal utility service to our Customers. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for

information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the BLP within the parameters of this Customer Data Privacy section. The costs of fulfilling any special requests shall be borne solely by the Customer and will be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

#### Section 9.06 Limitation of Liability

- A. The BLP and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal Data or Aggregated Data to Customers, Contractors or Third parties as provided in this section, shall not be liable or responsible for any claims for loss or damages resulting from allowed disclosure.

## Article X. METERING AND METERING EQUIPMENT

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### Section 10.01 General

- A. The customer shall provide, free of expense to the Board of Light & Power (BLP) and close to the point of service entrance, a space suitable to the BLP for the installation of any necessary metering equipment. The customer shall permit only authorized agents of the BLP or other persons lawfully authorized to do so, to inspect, test or remove this equipment. If the meters or metering equipment are tampered with, damaged or destroyed, the cost of discovery, investigation, unmetered usage and necessary repairs or replacements shall be paid by the customer.
- B. The height of a single line of meters should not be less than (4) four feet nor more than five feet above ground level.
  - (1) When using stacked multiple meter sockets panels, the lowest meter should not be less than twenty-four (24) inches from the floor for indoor locations. For outdoor locations the installed meter centerlines should be a minimum of thirty (30) inches from grade, and a maximum of seventy-two (72) inches from grade. Multi-tenant complexes where more than two meters are required shall be considered a commercial extension. The owner, developer, or contractor shall supply all entrance service equipment which shall include main panels, disconnect switches, and multiple meter socket service equipment.
  - (2) 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 location such as a meter room, public hallway or some other BLP - approved location where they will be accessible at all times to BLP authorized personnel or agents of the BLP. Metering equipment in multiple occupancy buildings shall be plainly marked with metal tags or neatly stenciled identifying the portion of the building served. Such identification shall be placed by the contractor at the time the equipment is installed. The property owner shall be responsible for correct identification of metering equipment. In case of incorrect identification, the cost including but not limited to, discovery, investigation, necessary repairs and usage prior to discovery shall be paid by the property owner.
- C. For transformer metered services, whether primary or secondary, the customer shall furnish the space and the provisions for mounting the current and potential transformers to meet BLP requirements. Inquiries regarding installation requirements and equipment approval should be directed to the Engineering Department or the Technical Services Department.
- D. In cases where the BLP is physically unable to read a meter for any reason beyond the control of the BLP, such as, but not limited to, premises being locked or the meter being inaccessible and said condition persists continuously for a period of (3) months or longer, the service will be disconnected until such time as arrangements have been made to permit access to the meter



and a reconnection charge has been paid as provided in the Late Payment Penalty and Shutoff sections.

- E. BLP personnel will be reasonably careful in operation, maintenance, removal and replacement of BLP owned equipment; however, it will be at the owner's expense and responsibility for moving inappropriate structures, shrubbery and landscaping and its replacement thereof, if the customer- owned structures, shrubbery and landscaping interfere with access or service by BLP personnel.

#### Section 10.02      Measuring Customer Service

- A. All energy sold to customers will be measured by commercially acceptable measuring devices owned and maintained by the BLP except where it is impracticable to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be estimated.
- B. Every reasonable effort shall be made to measure at a single point all the electrical quantities necessary for billing a customer under a given rate.

#### Section 10.03      Accuracy of Watthour Meters

- A. Watthour meters used for measuring electrical quantities supplied will:
  - (1) Be of proper design for the circuit on which they are used and be in good condition.
  - (2) Be accurate to within plus or minus 2.0 percent, per industry standard testing practices.

#### Section 10.04      Customer Requested Meter Testing

A fee of \$15 for single phase meters and \$35 for polyphase meters will be charged to customers requesting testing of their meters. If the meter is found to be in error in excess of Accuracy of Watthour Meters, the fee will be refunded, and an adjustment will be made.

#### Section 10.05      Determination of Average Meter Error

Whenever a metering installation is found upon any test to be in error by more than 2 percent at any test load, the average error will be determined using industry standard testing practices.

#### Section 10.06      Adjustment of Bills Because of Meter Errors

- A. Whenever a metering installation is found upon any test to have an average error of more than 2.0 percent, an adjustment of bills for service for the period of inaccuracy will be made in the case of over registration and may be made in the case of under registration. The amount of the adjustment will be calculated on the basis that the metering equipment should be 100 percent accurate with respect to the testing equipment used to make the test.
- B. If the date when the error in registration began can be determined, such date will be the starting point for determination of the amount of the adjustment if 12 months or less.

- C. If the date when the error in registration began cannot be determined, it will be assumed that the error has existed for a period equal to one-half of the time elapsed since the meter was installed or one-half of the time elapsed since the last previous test, whichever is later, and in no case more than 12 months.
- D. When the average error cannot be determined by test because of failure of part or all of the metering equipment, it will be permissible to estimate the quantity of energy consumed based on available data. The customer must be advised of the failure and of the basis for the estimate of quantity billed. The same periods of error will be used as defined in paragraphs above.
- E. Refunds will be made to the current customer who receives service through the meter found to be in error.
- F. If the recalculation of billing for an existing customer indicates that the amount due from such existing customer is equal to or in excess of an average of \$2.00 per month for the recalculated billing period, the full amount of the refund will be made. Exceptions: No refund less than \$10.00 will be made.
- G. If the recalculation of billing indicates that an amount due the BLP is equal to or in excess of amount set forth above as minimum refunds, the BLP may bill the customer for the amount due.

## Article XI. DISTRIBUTION SYSTEM EXTENSIONS

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### Section 11.01 General

- A. Subject to the conditions herein provided the Board of Light and Power (BLP) will upon application for electric service make an overhead, underground, or combination overhead and underground extension of the BLP's existing electric distribution system.

#### Available Voltages

Voltages listed below are not available at all locations. The BLP must be consulted regarding their availability at any particular location.

Voltage	Availability
Single Phase — 120/240 Volts	UG OH
Three Phase — 120/208 Volts Wye	UG OH
Three Phase — 120/240 Volts, 4 Wire Delta	OH
Three Phase — 277/480 Volts Wye	UG

#### Service at Primary Distribution System Voltages

Voltages listed below are not available at all locations:

7620/13200 Volts Wye

Three Phase

- B. The BLP must be consulted in each case relative to service availability and load limits.
- (1) The BLP will own, maintain, and after conferring with the customer (if appropriate) specify the location of all its distribution facilities, except as otherwise expressly provided herein. No ownership rights therein shall pass to any owner, developer, or customer by reason of any contribution in aid of construction required hereunder.
  - (2) When application is made for electric service which requires the extension of the BLP's existing distribution system, the BLP will make such extensions when the estimated annual revenue, probable stability of the load and prospective load growth reasonably warrant the capital expenditure required. In all other cases, a contribution in aid of construction will be required as specified below. If it is determined by the BLP that a portion of the proposed extension located within public streets and/or easements can be used to provide electric service to other existing or future customers, or for system reinforcement, the BLP may elect to construct that portion of the extension in the public streets and/or easements at its own expense.
  - (3) Prior to the installation of any distribution system the owner, developer, or customer who is to make a contribution in aid of construction may at the BLP's discretion, be required to enter into a written agreement with the BLP generally describing the proposed distribution system and setting forth the respective conditions of the parties in regard thereto. Each

proposed system shall be a separate and distinct unit and any extension thereof shall, if desired by the BLP, be made the subject of a separate written agreement.

- (4) Prior to the installation of any distribution system the owner, developer, or customer shall be required to furnish, at no expense to the BLP, right of ways, properly recorded easements, and tree trimming and removal permits in a form and manner satisfactory to the BLP, granting “rights of way” suitable for the installation, operation and maintenance, and periodic vegetation management of the distribution system including any street lighting cables and transformers as designed by the BLP for present and future service.
- (5) In the event the required easements and permits are not provided by the applicant for such an extension, and the BLP on that account elects to construct all or any part thereof along public highways or other private property, then the BLP shall require the applicant to pay the added construction expense occasioned by the use of such highways or other private property plus any expense encountered in acquiring permits and easements on other private property when necessary to provide service to the applicant.
- (6) In the event the owner, developer, or customer requires existing BLP easements to be modified or released, it will be at the discretion of the BLP to determine the modifications as to form and prepare the necessary instrument through its legal counsel. The owner, developer, or customer will be responsible to pay the all legal expenses associated with the easement change.
- (7) Any vegetation near distribution lines or equipment constructed on private property shall be routinely trimmed by the BLP or a contractor of the BLP in order to maintain reliable electric service to the customer.

## Section 11.02      Electric Facility Relocations

- A. At the request of a customer or developer, and if feasible, the BLP will relocate its electric and associated facilities in accordance with applicable or obtainable easement provisions.
- B. Prior to any relocation of existing electric facilities, the customer or developer may be required to make a deposit for contribution in aid of construction based on the estimated cost of the relocation to reimburse the BLP for all relocation costs including material, labor, the cost of excavating and repairing streets, walks, parking lots, driveways, repairing lawns, replacing shrubs, flowers, etc., and any right of way costs as per this rule together with the cost of any necessary modifications to the BLP’s electric distribution system affected by the relocation, less the salvage value of any portion of the electric facilities removed.
- C. Primary extensions to BLP owned transformer installations or primary service conductors to customer owned facilities will be installed, owned and maintained by the BLP. Charges, if any, will be determined in accordance with all applicable provisions set forth in these rules. Where the customer requests that the BLP utilize equipment that differs from that normally specified, purchased and installed, the BLP may elect to provide such nonstandard equipment with the customer paying for the additional cost, if any, and including inventorying said equipment for backup purposes.

- D. Where, in the BLP's judgment, practical difficulties exist such as frost or wet conditions, rock within the excavation surface, etc., or where deviations from the BLP's approved construction standards and/or established distribution system design is necessary, the BLP may require that the customer to pay for the additional cost resulting therefrom.
- E. It will be the responsibility of the owner, developer or customer to provide locations of any existing privately owned underground facilities such as lawn sprinkler systems, field drainage systems, septic tanks, customer owned electric lines, etc. If privately owned facilities are not properly located, the BLP does not assume responsibility for any damage to these facilities.

#### Section 11.03      Single Phase Residential Overhead Extensions

- A. The provision of this rule shall be applicable and limited to single phase service for one family and two family dwellings. All other services shall be classified as commercial and industrial.
- B. Electric distribution systems for all new subdivisions will comply with local governmental ordinances and/or determinations. Likewise, where a new subdivision is located adjacent to an existing overhead distribution system, underground service will generally be provided from these overhead facilities unless the local governmental authority allows or approves the use of individual overhead service connections.
- C. For each permanent year-round dwelling, the BLP will provide at no charge a single phase line extension from a main line distribution feeder excluding service drop for a distance of up to 600 feet, of which no more than 200 feet is a lateral extension on the customer's private property. All main distribution feeder extensions must be along public road right of ways. For each permanent, seasonal type dwelling, the BLP will provide at no charge a 200 foot extension from a main line distribution feeder excluding service drop.
- D. Line extensions in excess of the above footage will require a deposit for contribution in aid of construction for all excess footage under normal conditions. This deposit is intended to cover the estimated cost of the customer's portion of the extension and will be applied against the actual cost of the line extension less any BLP allowances as described above. Excess deposits will be refunded to the customer; likewise, any deficit deposits will be billed to the customer. It will be the responsibility of the customer to provide all permits, properly recorded easements, adequate right-of-way and/or brushing to clear said right-of-way.

#### Section 11.04      Commercial and Industrial Single and Three Phase Extensions

- A. The BLP will construct distribution line extensions at its own expense to serve commercial and industrial customers when the cost of such extensions does not exceed a total of three (3) times the estimated annual revenue to be received from the customer to be immediately served when the line extension is completed.
- B. Commercial and industrial customers may have the required distribution line extension constructed by depositing with the BLP, in advance, the excess of the estimated cost of such extension over the allowance as prescribed above.
- C. Each extension shall be a separate, distinct unit and any further extension therefrom shall have no effect upon the agreements under which existing extensions were constructed.

- D. Estimated construction costs shall exclude transformers, services, and meters.

## Section 11.05 Residential Underground Extensions

For the purposes of this paragraph, the customer is defined as the person who makes the arrangements with the BLP for installation of the service.

### A. Original Installations:

#### (1) In Platted Subdivisions:

The owner, contractor, or developer of residential subdivisions shall be required to make a nonrefundable contribution in aid of construction to the BLP to cover the estimated difference in cost between overhead and direct burial underground facilities. Such contribution shall be computed per schedule of fees, charges and contributions. Such computed contribution shall include the total subdivision as platted even though part of the subdivision remains undeveloped.

#### (2) Outside Subdivisions:

The customer shall be required to make a nonrefundable contribution to the BLP to cover the estimated total difference in cost between overhead and direct burial underground facilities for all underground facilities required to serve the customer.

### B. Installation of Underground Service Connections:

- (1) The customer shall be required to make a nonrefundable contribution in aid of construction to the BLP to cover the additional cost resulting from the installation of an underground service connection. Such contribution shall be computed per the schedule of fees, charges and contributions from a point directly below the customer's meter to the underground pedestal or connection box ordinarily located at the front or rear property line. If the customer is to be serviced from an overhead pole instead of an underground system, there will be an added charge per the schedule of fees, charges, and contributions for the pole riser.
- (2) The customer will be required to provide a 2" rigid conduit riser from the meter socket to 12-18" below grade with bushings at each end, and the service must otherwise meet the BLP's minimum requirements.

- C. The owner, developer or customer may be required to provide rough grading to within 3 inches of finish grade. Any subsequent relocation of BLP facilities required on account of a change in grade shall be done at the owner's, developer's, or customer's expense.
- D. Multi-tenant buildings where more than two meters are required shall be considered a commercial extension. The owner, developer, or contractor shall supply all entrance service equipment which shall include main panels, disconnect switches, and multiple meter socket service equipment.

- E. The owner, developer, or contractor of multi-tenant buildings shall be responsible to determine the addressing and apartment number to reference the appropriate meter socket position for the corresponding apartment. The owner, developer, or contractor shall be responsible for determining and numbering the meter socket or meter position in a multiple gang socket arrangement to the proper apartment. The BLP assumes no responsibility for inappropriate or mistaken meter installations applied to the wrong apartment based on information provided by the owner, developer, or contractor. In case of incorrect identification costs resulting therefrom, including but not limited to, the cost of discovery, investigation, necessary repairs and usage prior to discovery shall be paid by the property owner.

#### Section 11.06 Commercial Underground Extensions

- A. For all commercial construction requesting underground service, the BLP will provide either single phase 120/240 volt service; three phase 120/208 volt four (4) wire grounded wye, or 277/480 volt four (4) wire grounded wye secondary connections. In no case shall the BLP provide ungrounded secondary transformation.
- (1) The BLP requires that developers of commercial facilities submit site and electrical plans to the BLP as far ahead of the construction start date as possible. The electrical information shall include main panel or switchgear size, number and size of secondary conductors, connected load and anticipated demands.
  - (2) The BLP reserves the right to size the transformation based on utility experience of like establishments and loads. If for any reason the customer demands transformation greater than that engineered by the BLP, the customer shall be required to pay the difference in cost between the proposed transformation and the installed transformation, including losses if the load factor is less than 50%.
  - (3) The developer will install conduit per BLP specifications from the transformer pad to the termination point on the riser pole or padmounted primary junction cabinet. In installations where conduit runs are in excess of 600 feet or contain an excess number of bends, the BLP may also require the developer to install pull boxes to aid in the installation of the primary conductors. The developer is to place a string in the conduit to facilitate the installation of the BLP's primary conductors. The developer will provide a concrete transformer pad per BLP specifications or purchase and install a transformer pad from the BLP. Transformer pad specifications will be provided to the developer once the transformer has been ordered from the manufacturer.
  - (4) The developer will provide metering conduit per BLP specifications from the metering compartment of the switchgear or from the secondary compartment of the transformer to a point on the exterior of the building for metering purposes. Details on metering can be obtained from the Technical Services Department of the BLP.
  - (5) The developer is responsible for the installation, maintenance and repair of all secondary conductors from the transformer to the main panel. The developer shall leave five (5) feet of conductor length above the finished grade of the transformer pad for terminations. The

BLP will make all terminations inside the transformer for the primary and metering conductors if so installed. The developer will make all secondary terminations.

B. General Secondary Voltage Service – Underground (URD):

- (1) Distribution Systems – (Developments): The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the BLP to cover the estimated difference in cost between overhead and direct burial underground facilities. Such contribution shall be computed per the schedule of fees, charges and contributions.
- (2) Service Connection – (To Overhead System:) The customer shall install wiring in rigid conduit from the meter box to the BLP riser pole with sufficient wire to be installed up the pole to within 12-18” below the BLP’s secondary wires. The riser up the pole and connections will be made by the BLP and the customer will be charged a riser fee listed below.
- (3) Service Connections – (To URD System): The customer shall install wiring in rigid conduit from the meter location to the BLP’s point of service; e.g. Transformer, junction box or manhole.
- (4) Padmount Transformer – For installation of a commercial single phase or three phase padmount transformer, the developer or customer, or owner shall be required to make a nonrefundable contribution per the schedule of fees, charges and contributions.

C. Primary Voltage Service – Underground (URD):

- (1) The customer shall bring primary URD wire to the BLP’s tap box, metering module, or up a riser pole with suitable terminators. The URD wire can be either direct buried or in conduit.
- (2) The customer shall provide his own three phase disconnect means and will provide his own fusing and protection.
- (3) If connecting to an underground system, at the BLP’s option, the customer may incorporate his disconnect means and/or fusing at the BLP’s tap box or metering module.
- (4) If connecting to an overhead system, the customer will provide his own riser pole, arrestors, disconnects, fusing and terminators. At the BLP’s option, the customer may be allowed to use the BLP’s distribution pole as a riser pole for his terminations.



D. Transformer and Switchgear Installations:

- (1) The BLP reserves the right to maintain clear access to BLP-owned transformation equipment and switchgear.
  - i. There shall be no confining walls, structures, overhead enclosures, shrubbery, or landscaping installed by the property owner that shall limit access by BLP personnel and service vehicles. A minimum clearance of five feet shall be maintained around all padmount equipment.
  - ii. BLP personnel will be reasonably careful in operation, maintenance, removal and replacement of BLP-owned equipment; however, it will be at the owner's expense and responsibility for moving inappropriate structures, shrubbery and landscaping and its replacement thereof, if the customer-owned structures interfere with access or service by BLP personnel and service vehicles.

E. Conversions of Existing Overhead Distribution Systems and Associated Service Connections:

- (1) At the request of any customer(s), the BLP will, if feasible, convert any existing overhead distribution system and associated overhead service connections including any provisions for streetlight to underground distribution facilities.
  - i. For any such conversion, the customer(s) shall be required to make a nonrefundable contribution in aid of construction, to reimburse the BLP for the depreciated cost of the existing overhead facilities plus the cost of removal less the salvage value thereof plus the estimated difference in cost between new underground and new overhead facilities including the cost of breaking and repairing street, walks, parking lots, driveways, etc., and the cost of repairing lawns and replacing shrubs, flowers, sod, etc.
  - ii. Any additional cost resulting from internal rewiring made necessary by the conversion of an overhead service connection to an underground service connection shall be borne by the customer.

F. Underground Winter Condition Charge:

- (1) During the winter months, the charge for all UG electric service systems may be increased per trench foot dependent upon site and weather conditions (i.e. snow removal, frost conditions, etc.). This charge is in addition to the normal charges listed below.

**BOARD OF LIGHT AND POWER  
DISTRIBUTION SYSTEM EXTENSIONS  
SCHEDULE OF FEES, CHARGES AND CONTRIBUTIONS**

ITEM	SECTION	DESCRIPTION
Electric Facilities Relocations	11.02 B	Deposit for contribution in aid of construction based on the estimated cost of relocation
Overhead Single Phase Residential Extensions	11.03 C,D	For all footage above what the BLP will provide in accordance with the Distribution System Extensions section.
Overhead Commercial and Industrial Single Phase and Three Phase Extensions	11.04 A	No charge if the cost of the extension does not exceed three times the estimated annual revenue. Otherwise, the excess of the cost of such extension over the allowance as prescribed above.
Residential Platted Underground Subdivisions	11.05 A.1	Deposit for contribution in aid of construction of \$3.50 per trench ft. single phase; \$7.50 per ft. three phase.
Residential Underground Extensions Outside Subdivisions	11.05 A.2	Deposit in aid of construction of \$3.50 per trench ft. single phase; \$7.50 per trench ft. three phase.
Residential Underground Service Connections	11.05 B.1	Deposit for contribution in aid of construction of \$4.00 per trench ft. Riser fee of \$60 if served from overhead. A deduction of \$2.00 per trench ft. will apply if customer provides the trench or trenching.
Commercial Underground Extensions	11.06 A.3	Deposit for contribution in aid of construction of \$3.50 per trench ft. single phase; \$7.50 per ft. three phase.
Commercial Single Phase or Three Phase Padmount Transformer Installation	11.06 B.4	Deposit for contribution in aid of construction of \$8.00 per kVA of transformer capacity.
Winter Construction Charge	F.1	Additional trench charge \$4.00 per ft.

## Article XII. TEMPORARY SERVICE

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### Section 12.01 Temporary service

- A. Customers desiring general secondary service for a short time only, normally less than six (6) months, or a temporary service (as determined by the BLP) such as for construction jobs, traveling show, outdoor or indoor entertainment or exhibitions, etc., shall pay the charge per customer per month provided in the BLP's applicable rate. The customer shall furnish a suitable support for the metering.
- (1) All temporary services will be metered.
  - (2) The BLP will provide at no charge to a customer one span of overhead secondary and a service drop in order to provide construction power to a site. However, a portion of the estimated costs must be paid prior to the installation of the service as listed below.
  - (3) The BLP will provide at no charge to a customer 10 feet of underground secondary and a service connection in order to provide construction power to a site. However, a connection fee must be paid prior to the installation of the service as listed below.
  - (4) In cases where no transformation exists to provide temporary power, the customer will be charged the labor and incidental material costs to install and remove a transformer to provide temporary service as listed below.
  - (5) In cases where the BLP must construct a temporary line in excess of one span overhead or 10 feet underground in order to provide service, the customer will be charged all installation and removal costs associated with the erection and removal of the temporary line.
  - (6) In cases where a developer needs temporary power to a facility that will eventually be served from an underground system, the temporary power may be served from the permanent transformer if the conduit and related equipment have been installed.
  - (7) All installation costs will be estimated prior to actual installation and the customer is to make a deposit equal to a portion of the total estimate with the BLP prior to said installation of the service. The customer will be billed only the actual final cost incurred for the installation. Cost under runs will be refunded to the customer, likewise, cost overruns will be invoiced to the customer.
  - (8) All temporary services must be constructed to minimum standards as approved by the BLP and shall comply with National Electric Code and/or local electrical codes, whichever governs.

BOARD OF LIGHT AND POWER  
TEMPORARY SERVICES  
SCHEDULE OF FEES, CHARGES AND CONTRIBUTIONS

ITEM	SECTION	DESCRIPTION
Overhead Temporary Service Fee for up to one span of overhead secondary including service drop	12.01 A.2	\$250 within service area.
Overhead Temporary Service Fee for lengths greater than one span	12.01 A.5	Costs to install and remove temporary facilities.
Underground Temporary Service Fee for up to 10 feet of underground secondary	12.01 A.3	\$250 within service area.
Extended Underground Temporary Service Fee for service greater than 10 feet from existing facilities	12.01 A.5	Costs to install and remove temporary facilities.

## Article XIII. USE OF BLP EQUIPMENT

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### Section 13.01 Use of BLP Equipment

- A. The BLP's wires, poles and apparatus, together with any interconnections thereof, are the exclusive property of the BLP, and the connection of a customer's premises thereto does not entitle the customer to any use thereof except as necessary for the delivery of the BLP's service to the customer. The use of any part of the BLP's distribution or transmission system by the customer is expressly prohibited.
- B. The BLP may enter into a Pole Attachment License Agreement providing joint use of certain poles.
- C. The use of any BLP facilities by any foreign entity without first having entered into a written agreement with the BLP is prohibited.
- D. The BLP may exclude or limit certain facilities from its poles. Furthermore, any poles which, in the opinion of the BLP, are necessary for its sole use will be excluded from any pole attachment permit, joint use or rental agreements.
- E. The unauthorized attachment (including by painting or marking) of any signs, banners, lines, cables, equipment or any other matter to the BLP's poles is prohibited. Authorization may be granted by the BLP's General Manager or his designated representative based on purposes permitted by Michigan State law and local ordinances and requirements of governmental authority for the safety and welfare of the general public.
- F. The BLP may remove or cause to be removed without notice any unauthorized foreign matter from its poles at the expense of the customer, the person(s) 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 BLP will observe reasonable precaution to prevent any damage resulting from such removal; however, will not be liable for any damage thereto.
- G. Any pole attachment must comply with all Federal, State and local rules and regulations, the National Electrical Safety Code, and the National Electric Code.

## Article XIV. RESIDENTIAL SERVICE

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### Section 14.01 Available

Electric service is available under this schedule in the entire area served by the BLP's electric system.

### Section 14.02 Applicable

- A. Subject to any restrictions, this rate is available to any customer desiring electric service for any usual residential use in:
- (1) Private family dwellings
  - (2) Tourist homes, rooming houses, dormitories, nursing homes and other similarly occupied buildings containing sleeping accommodations for up to six persons
  - (3) Existing multifamily dwellings containing up to four households served through a single meter.
  - (4) Service for single-phase or three-phase equipment may be included under this rate, provided the individual capacity of such equipment does not exceed 3 hp or 3 kW, nor does the total connected load of the home exceed 10 kW, without the specific consent of the BLP.
- B. This rate is not available for:
- (1) Resale purposes
  - (2) Multifamily dwellings containing more than four living units served through a single meter
  - (3) Tourist homes, rooming houses, dormitories, nursing homes and similarly occupied buildings containing sleeping accommodations for more than six persons
  - (4) Any other Non-Residential usage.

### Section 14.03 Character of Service

Alternating current, 60 hertz, single phase, 120 or 120/240 volts.

### Section 14.04 Monthly Rates

- A. Service Charge: \$15.75 per customer per month
- (1) Senior Citizen Service Credit: \$5.00 discount for senior citizens 65 years of age or older
  - (2) Energy Charge: 11.44 cents per kWh for all energy used

### Section 14.05 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

#### Section 14.06 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

#### Section 14.07 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

#### Section 14.08 Manual Meter Reading Charge

The BLP installed systemwide advanced metering infrastructure capable of remote reading of meters. Should the customer elect to have the BLP shut off the radio transmitter component of this meter, there will be a \$70 one-time fee and a \$10 monthly charge for monthly manual meter reads.

## Article XV. GENERAL SERVICE LARGE- PRIMARY

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### Section 15.01 Available

Electric service is available under this schedule in the entire area served by the BLP electric system.

### Section 15.02 Applicable

To any customer with customer owned transformer installation for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. The customer shall be responsible for design and to furnish, install, and maintain all necessary transforming, controlling, and protective devices, such equipment being satisfactory to the BLP. This schedule is not applicable to resale or shared electric service.

### Section 15.03 Character of Service

Primary Voltages: Alternating current, 60 hertz, three phase, three phase, 4 wire 7,620/13,200Y volt.

### Section 15.04 Monthly Rates

A. Service Charge: \$367.50 per customer per month plus:

(1) Demand Charge:

- i. \$15.75 per kW for all kW of On-Peak billing demand
- ii. \$3.00 per kW for all kW of maximum billing demand

(2) Energy Charge:

- i. 6.30 cents per kWh for all kWh consumed during the On-Peak period
- ii. 5.05 cents per kWh for all kWh consumed during the Off-Peak period

### Section 15.05 Schedule of On-Peak and Off-Peak Hours

The following schedule shall apply Monday through Friday (except holidays designated by the BLP). Weekends and holidays are off-peak.

A. On-Peak hours: 10:00 AM to 6:00 PM

B. Off-Peak hours: 6:00 PM to 10:00 AM

C. The following are designated as holidays by the BLP:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day



(6) Christmas Day

Section 15.06      Metering

All services to customers under this rate shall be metered at the high voltage side of the transformers.

Section 15.07      Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

Section 15.08      Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

Section 15.09      Billing Demand

The on-peak billing demand shall be the kW supplied during the 15-minute period of maximum use during the on-peak period during the month, but not less than 100 kW. The maximum demand shall be the kW supplied during the 15-minute period of maximum use during the month whether on-peak or off-peak, but not less than 100 kW.

Section 15.10      Adjustment for Power Factor

Whenever the customer's power factor measured at the highest KW demand is less than 85 percent lagging, the demand charge shall be increased to achieve 85% power factor. The BLP may at its option determine the customer's power factor by test or by permanently installed measuring equipment.

Section 15.11      Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XVI. GENERAL SERVICE LARGE- SECONDARY

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### Section 16.01 Available

Electric service is available under this schedule in the entire area served by the BLP's electric system.

### Section 16.02 Applicable

To any customer for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. This schedule is not applicable to temporary, breakdown, standby, supplementary, resale or shared electric service.

### Section 16.03 Character of Service

Secondary Voltages: Alternating current, 60 hertz; single phase, 120 or 120/240 volts; three phase, 3 wire 240 or 480 volt; three phase, 4 wire 120/208 volt, 120/240 volt or 277/480 volt.

### Section 16.04 Monthly Rates

- A. Service Charge: \$157.50 per customer per month plus,
  - (1) Demand Charge: \$16.50 per kW for all billing demand
  - (2) Energy Charge: 7.46 cents per kWh for all energy used

### Section 16.05 Primary Metering Discount

When the customer's power and energy requirements are metered at the primary voltage side of the line transformer (at the BLP's option), the amount of the total bill shall be reduced 2.0 percent.

### Section 16.06 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

### Section 16.07 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

## Section 16.08 Minimum Billing Demand

The billing demand shall be determined by measurement and shall be the highest kilowatt demand indicated in any 15-minute period during the month, but not less than 10 kW.

When a customer guarantees a billing demand of 100 kW, the billing demand shall be determined by measurement and shall be the highest kilowatt demand indicated in any 15-minute period during the month, but not less than 100 kW.

## Section 16.09 Adjustment for Power Factor

Whenever the customer's power factor measured at the highest KW demand is less than 85 percent lagging, the demand charge shall be increased to achieve 85% power factor. The BLP may at its option determine the customer's power factor by test or by permanently installed measuring equipment.

## Section 16.10 Special Billing Demands Provisions

Billing demands for customers requiring electric service for welding equipment shall be normal 15-minute measured maximum demand plus the individual loads of each welder as determined by the following schedule:

Rated Duty Cycle of Welder	Factor to be Applied to Welder's Rated kVA
50%	0.71
40%	0.63
30%	0.55
25%	0.50
20% or less	0.45

Where more than one welder is connected, total load of all welders shall be determined as follows:

100% of the largest welder  
60% of all remaining welders

This section does not apply unless the welder demand calculated under the terms of this provision exceeds the average 15-minute demand over the last calendar year. If a customer falls into this category, the special billing demand will apply only to that portion of this connected welder load above the 15-minute average demand. This will be applied at the discretion of the General Manager and is intended to affect only those customers where the BLP is forced to install facilities which are larger than the BLP would otherwise install to meet the load.

## Section 16.11 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to

discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XVII. GENERAL SERVICE PRIMARY

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### Section 17.01 Available

Electric service is available under this schedule in the entire area served by the BLP's electric system.

### Section 17.02 Applicable

To any customer with customer owned transformer installation for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. The customer shall be responsible for design and to furnish, install, and maintain all necessary transforming, controlling, and protective devices, such equipment being satisfactory to the BLP. This schedule is not applicable to resale or shared electric service.

### Section 17.03 Character of Service

Primary Voltages: Alternating current, 60 hertz, three phase, three phase, 4 wire 7,620/13,200Y volt.

### Section 17.04 Monthly Rates

- A. Service Charge: \$105.00 per customer per month plus:
  - (1) Energy Charge: 12.63 cents per kWh for all energy used

### Section 17.05 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

### Section 17.06 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

### Section 17.07 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XVIII. GENERAL SERVICE SECONDARY

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### Section 18.01 Available

Electric service is available under this schedule in the entire area served by the BLP's electric system.

### Section 18.02 Applicable

To any customer for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. The total connected load of the customer shall not exceed 150 kW, without the specific consent of the BLP. This schedule is not applicable to resale or shared electric service.

### Section 18.03 Character of Service

Alternating current, 60 hertz, single phase or three phase. Voltages as approved by the BLP.

### Section 18.04 Monthly Rates

- A. Service Charge: \$39.38 per customer per month plus,
  - (1) Energy Charge: 12.55 cents per kWh for all kWh

### Section 18.05 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

### Section 18.06 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

### Section 18.07 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XIX. LIGHTING SERVICE

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### Section 19.01 Available

Lighting service is available under this schedule in the entire area served by the BLP's electric distribution system.

### Section 19.02 Applicable

To public street lighting and customers for area outdoor lighting service where all facilities for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances are owned and maintained by the BLP.

This rate is also applicable for secondary voltage energy only street lighting service where all facilities for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances are owned and maintained by the customer or owned by the customer and basic maintenance (bulb and ballast) is performed by the BLP. Customer owned equipment shall be subject to the BLP's approval.

Service locations shall not be intermixed with luminaries owned by the customer and by the BLP.

This rate is not available for resale purposes.

### Section 19.03 Character of Service

Alternating current, 60 hertz, single phase or three phase. Voltages as approved by the BLP.

For BLP owned service the charges will be based on flat monthly charges for the facilities.

For secondary energy services the charges will be based upon the metered usage. At the BLP's option, such service may be unmetered based on the capacity requirements in kilo-watts of the lamp(s), associated ballast(s), and control equipment, assuming 4,200 burning hours per year. The capacity requirement of the lamp(s), associated ballast(s), and control equipment for each luminaire shall be determined by the BLP from specifications furnished by the manufacturer of such equipment, provided that the BLP shall have the right to test such capacity requirements from time to time. In the event that said tests show capacity requirements different from those indicated by the manufacturer's specifications, the capacity requirements shown by said test shall control. The customer shall not change the capacity requirements of the equipment owned without first notifying the BLP in writing of such changes, and the date that they shall be made.

Basic maintenance will include bulb and ballast replacement only. All other repairs, replacements, and maintenance performed by the BLP will be billed to the customer.



#### Section 19.04 Monthly Rates (BLP Owned and Maintained Equipment)

##### A. Mercury Vapor

Watts	kWh/ Year	Rate Per Lamp
100	538	12.80*
175	878	15.75*

\*Not available to new customers

##### B. High Pressure Sodium

Watts	kWh/ Year	Rate Per Lamp
70	353	10.45*
100	491	14.00*
400	2,016	37.35

\*Available only for BLP approved locations.

##### C. Metal Halide

Watts	kWh/ Year	Rate Per Lamp
175	882	18.25
400	1,932	30.30

##### D. Magnetic Induction

Watts	kWh/ Year	Rate Per Lamp
85	491	12.60

##### E. LED

Watts	kWh/ Year	Rate Per Lamp
60	252	12.60*
133	559	22.10*

\*Limited available only for BLP approved locations.

When other new facilities are to be required for lighting purposes outside of the road right of way, the customer will in addition to the above monthly rate, pay \$8.10 per month for each pole and span of wire not to exceed 160 feet from the nearest or most suitable pole to the point designated by the customer for the installation of said lamp(s).

#### Section 19.05 Monthly Rates (Customer Owned/BLP Maintained Equipment)

##### A. Energy Charge: 16.39 cents per kWh for all kWh.

#### Section 19.06 Monthly Rates (Customer Owned and Maintained Equipment)

##### A. Energy Charge: 9.98 cents per kWh for all kWh.

#### Section 19.07 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

#### Section 19.08 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

#### Section 19.09 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XX. MUNICIPAL SNOWMELT PUMPING RATE

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### Section 20.01 Available

Service is available under this schedule to the City of Grand Haven at the snowmelt building.

### Section 20.02 Applicable

To the City of Grand Haven for electric service for City Snow Melt System.

### Section 20.03 Character of Service

Alternating current, 60 hertz, single phase or three phase. Voltages as approved by the BLP.

### Section 20.04 Monthly Rates

- A. Service Charge: \$39.38 per month
- B. Electrical Energy Charge: 8.25 cents per kWh for all kWh used

### Section 20.05 Power Supply Cost Adjustment (PSCA)

The PSCA will be increased or decreased each month by the amount of increase or decrease in the 12-month rolling average power supply cost per kilowatt hour above or below a designated amount, included in other service charges, multiplied by 105%. Power supply costs include all transmission, energy, capacity, and renewable costs.

### Section 20.06 Tax Adjustment

Bills shall be increased to any customer receiving electric service from the BLP within the territorial limits of a tax authority who imposes any new or increased tax on the BLP's electric operation after the effective date of this rate schedule. New or increased taxes include franchise, occupation, gross receipts, license, excise, privilege or similar type tax. Each customer's bill affected within the specific territorial limits of a tax authority shall be increased to offset such new or increased taxes in conformity with the basis that such total tax is imposed upon the BLP's electric operation.

### Section 20.07 Terms of Service

The obligation of both parties will commence when the BLP begins to supply service and continues for a minimum of one year thereafter, until either party shall have received proper notice to discontinue service and thereafter until service is discontinued; provided that the BLP may require a longer minimum term of contract in cases involving unusual expense to make service available.

Service rendered under this schedule is subject to the BLP's standard rules and regulations.

## Article XXI. GREEN ENERGY RIDER

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### Section 21.01 Character of Service

The BLP will purchase additional renewable energy credits per participant enrollments.

### Section 21.02 Customer Eligibility

- A. All customers of the BLP are eligible to take service under this Green Energy Rider.
- B. A customer's eligibility to take service under the Green Energy Rider is subject to the following conditions:
  - (1) Customer Participation: After a customer elects to take service under the Green Energy Rider, or change the level of participation, the customer shall not be permitted to exit the Green Energy Rider, or change the newly established level of participation, until at least 12-months have elapsed.

### Section 21.03 Monthly Rate

- A. Consumers electing to participate in the Green Energy Rider will receive an additional charge of \$0.008\* per kWh of energy consumption.
- B. Elections must be made in 100 kWh blocks.
- C. Elections may be made annually with automatic renewal and will be billed until notification is received to terminate.
- D. The BLP will purchase additional renewable energy credits (above that already committed to by the utility and included in its power supply portfolio) equivalent to the collective total of all customer enrollments under the Green Energy Rider.

\*The estimated cost to purchase renewable energy credits including administration is \$0.008 per kWh. The BLP reserves the right to adjust this Green Energy Rider Rate if renewable energy credit rates change.

## Article XXII. NET METERING SERVICE RIDER

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### Section 22.01 Available

Available to customers with qualifying non-dispatchable renewable energy generating facilities designed to operate in parallel with the BLP's electric system. Customers served under this rider must also take service from the BLP under the otherwise applicable standard rate.

### Section 22.02 Applicable

Subject to the capacity limitations set forth below, the Net Metering Service Rider shall be open to qualifying customers for a period of five (5) years from the effective date of this rider. Customers enrolled in this Net Metering Service Rider shall be eligible to continue their participation for a total period of ten (10) years. Participating customers may elect to discontinue receiving service under this rider at any time for any reason.

The total generating capacity of all customers receiving service under this rider shall be limited to one percent (1.0%) of the BLP's previous fiscal year's peak demand in kilowatts (kW). Service under this rider shall be available to customers on a first come, first served basis.

### Section 22.03 Conditions for Service

For purposes of this rider, a qualifying net metering facility is an electrical generating facility that complies with all of the following requirements:

- A. Is powered by wind, solar, hydro, or other renewable energy system(s) approved by the BLP.
- B. Is located on the customer's premises.
- C. Is intended primarily to offset all or part of the customer's own electrical load requirements.
- D. Is designed and installed to operate in parallel with the BLP's system without adversely affecting the operation of the equipment and service of the BLP and its customers.
- E. Does not present a safety hazard to BLP personnel or the customer.
- F. The installation shall comply with all requirements in the "Expedited Generator Interconnection Requirements" or "Generator Interconnection Requirements," as appropriate, and all documents referred to therein. The installation shall comply with the Institute of Electrical and Electronic Engineers (IEEE) Standard 1547-2003, "IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems". Residential installations using an inverter based generator with UL certification 1741 Scope 1.1A meeting IEEE 1547-2003 and 1547.1-2005 do not require a study.
- G. BLP personnel shall be provided access to the generation facility during normal business hours and during all emergency situations.
- H. If the project is proven to be the source of electrical interference and the interference exceeds

the generally accepted industry standards, the generator owner shall be responsible to eliminate the interference.

Non-dispatchable generation systems shall be sized not to exceed the customer's annual electric needs at the location of the renewable system, measured in kilowatt-hours (kWh).

A customer seeking to interconnect an eligible net metering facility to the BLP's electric system must submit a completed Interconnection Application to the BLP. The BLP will provide copies of all applicable forms upon request.

Upon acceptance of the Interconnection Application, one or more contracts must be executed before the net metering facility may be interconnected with the BLP's electric system.

It is the customer's responsibility to make sure the proposed generation equipment and installation meet all applicable federal, state and local laws, regulations, ordinances and zoning requirements before acquiring and installing the generating equipment.

#### Section 22.04 Metering

Net energy metering shall be accomplished using a standard kWh meter or meters capable of measuring and recording the flow of electricity in each direction. If the existing electrical meter installed at the customer's facility is not capable of separately measuring and recording the flow of electricity in both directions, the customer shall be responsible for the incremental cost for the BLP to purchase and install an appropriate meter(s) with such capability. The BLP, at its own expense, shall install a generator meter to monitor the flow of electricity.

#### Section 22.05 Monthly Charges

Monthly charges shall be calculated based on the applicable rate for all capacity and energy delivered by the BLP to the customer as described below. In addition, there will be a monthly charge for the second meter as described below:

Rate RS, Residential	\$5.00/month
Rate GSS, General Service (GS)	\$8.00/month
Rate GSP, GS Primary	\$8.00/month
Rate GSLS, GS Large Secondary	\$8.00/month
Rate GSLP, GS Large Primary	\$8.00/month

#### Section 22.06 Monthly Credits

For all rate classes, monthly credits shall be calculated for all energy delivered by the customer to the BLP based on the BLP's avoided power supply costs. Power supply costs include fuel and fuel related expenses for all BLP generation, purchased power costs including transmission, energy, capacity, and renewable costs.

Residential Net Metering as defined by the "Expedited Generator Interconnection Requirements" shall be credited at the full retail rate.

## Section 22.07 Net Energy Billing Terms and Conditions

- A. The BLP shall measure the net electricity produced or consumed by the customer during each billing period, in accordance with the BLP's normal metering practices
- B. If the electricity supplied by the BLP to the customer exceeds the electricity generated and delivered into the BLP's electric system by the customer during the billing period, or any portion thereof, then the customer shall be billed at the rate under which the customer takes service for the electricity supplied by the BLP. In addition, the customer shall be billed the appropriate customer charge paid by other customers in the same rate class for each meter and any other charges, such as Demand and reactive power charges and other charges applicable to energy use and applicable adjusting rates.
- C. If the electricity generated and delivered into the BLP's electric system by the customer during the billing period, or any portion thereof, exceeds the electricity supplied by the BLP to the customer, then the customer shall be:
  - (1) Billed for the appropriate customer charge as other customers in the same rate class for each meter and any other charges, including but not limited to Demand and reactive power charges and any applicable adjusting rates; and
  - (2) Credited for the net excess kilowatt-hours generated and delivered into the Utility's electric system by the customer during the billing period, with this kilowatt-hour credit appearing on the customer's bill for the following period used as an offset for the following period's consumption. Any remaining unused kilowatt-hour credit accumulated by the customer during the billing period shall be granted to the BLP, without any compensation to the customer.
- D. Customer shall pay any amount owing for electric service provided by the BLP in accordance with the BLP's applicable rates and policies. Nothing in this rider shall limit the BLP's rights under the BLP's applicable Rate Schedules, Customer-Generator Service Policies, or General Rules and Provisions.

## Section 22.08 Terms and Conditions

This rider is subject to the BLP's Terms and Conditions for Electric Service and all provisions of the standard rate under which the customer takes service. This rider is also subject to the provisions of the Generator Interconnection Application to be submitted by the customer; the Interconnection Agreement to be executed prior to initiating service under this rider; the Net Metering Agreement to be executed prior to initiating service under this rider; the Generator Interconnection Requirements or the Expedited Generator Interconnection Requirements, as appropriate; any Interconnection Study Agreement; any Contact List; and the BLP's Rate Schedules, Customer-Generator Service Policies, and General Rules and Provisions (all as the same may be modified by the BLP from time to time).



**Grand Haven Board of Light & Power**

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