

GRAND HAVEN BOARD OF LIGHT AND POWER MEETING AGENDA

Thursday, September 25, 2025

Meeting to be held at 421 Columbus Avenue

6:00 PM

1. Call to Order / Roll Call / Excuse Absent Members
2. Approve Meeting Agenda (1) *
3. Pledge of Allegiance
4. Public Comment Period
5. Consent Agenda (1)
 - A. Approve Minutes
 1. August 21, 2025 Meeting Minutes *
 - B. Receive and File: August Financial Statements, Power Supply & Retail Sales Dashboards *
 - C. Receive and File: August Key Performance Indicators (KPI) Dashboard *
 - D. Receive and File: MPPA ESP Resource Position Report (dated 8/29/2025) *
 - E. Approve Payment of Bills (\$5,459,563.69 in total)
 1. In the amount of \$5,053,024.39 from the Operation & Maintenance Fund
 2. In the amount of \$406,539.30 from the Renewal & Replacement Fund
6. General Manager's Report *
 - A. Approve Purchase Orders (\$293,164 in total) (1)
 1. PO #23540, Border States, \$55,500 (Disconnect Meters x 240)
 2. PO #23541, Chop Tree Service, \$157,970 (FY26 Contractor Tree Trimming)
 3. PO #23543, Premier Power, \$35,604 (GH-T1 Bushing Replacement)
 4. PO #23545, Premier Power, \$44,090 (GH Sub 5 Year Maintenance)
 - B. Approval of Electric Rules, Standards & Rates (1) *
7. Chairman's Report
 - A. Approval of 2026 Board Meeting Schedule (1) *
8. Other Business (4)
 - A. Public Power Week Open House – October 9th, 3:30pm - 6:00pm *
9. Public Comment Period
10. Adjourn

Notes:

(1) Board Action Required

(2) Future Board Action

* Information Enclosed

(3) Information RE: Policy or Performance

(4) General Information for Business or Education

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
AUGUST 21, 2025

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, August 21, 2025, at 6:00 PM at Central Park Place, 421 Columbus Avenue in Grand Haven, Michigan and electronically via live Zoom Webinar.

The meeting was called to order at 6:00 PM by Chairperson Westbrook.

Present: Directors Crum, Knoth, Polyak, Welling, and Westbrook.

Absent: None.

Others Present: General Manager Rob Shelley, Secretary to the Board Danielle Martin, Finance Manager Lynn Diffell, Distribution and Engineering Manager Austin Gagnon, and Information Technology Specialist Dan Deller.

25-12A Director Welling, supported by Director Crum, moved to approve the meeting agenda.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

Pledge of Allegiance

Public Comment Period:

Jim Hagen, 400 Lake Avenue, commented on the potential for a community solar project and encouraged the Board to start work on this as soon as possible.

25-12B Director Welling, supported by Director Polyak, moved to approve the consent agenda. The consent agenda includes:

- Approve the minutes of the July 17th special meeting and July 17th regular meeting minutes.
- Receive and File the July Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File the July Key Performance Indicator (KPI) Dashboard
- Receive and File the MPPA Energy Services Project Resource Position Report dated 07/31/2025
- Approve payment of bills in the amount of \$3,073,051.02 from the Operation & Maintenance Fund
- Approve payment of bills in the amount of \$644,175.29 from the Renewal & Replacement Fund
- Approve confirming Purchase Order #23409-1 to MidWest Construction in the amount of \$8,688 for a change order for garage foundation work

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- Approve confirming Purchase Order #23519 to Waste Management in the amount of \$47,213 for coal yard cleanup landfill fees

The power supply key performance indicator is over budget. Electrical sales were higher than expected in July due to the hot temperatures. The budget line of the PSCA key performance indicator has a drop in October which aligns with the re-balancing rate change the Board approved last month.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

25-12C Director Welling, supported by Director Polyak, moved to approve the Purchase Orders. The Purchase Orders include:

- Purchase Order #23335-1 to the City of Grand Haven in the amount of \$57,905 for a change order for coal yard clean up
- Purchase Order #23509 to VDA Labs in the amount of \$8,772 for cyber security subscriptions
- Purchase Order #23518 to Koppers Utility in the amount of \$17,921 for 40 wood distribution poles for stock
- Purchase Order #23520 to the City of Grand Haven in the amount of \$263,570 for the CCR data collection work plan
- Purchase Order #23526 to Dewitt Trenching in the amount of \$25,944 for the industrial park D bore for street lights
- Purchase Order #23527 to Todd Wenzel GMC in the amount of \$53,715 for a 2026 GMC 1500 pick up truck

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

Derek Gajdos, City of Grand Haven, reported the work associated with Purchase Order #23520 will provide the data to help determine what remediation efforts are feasible on Harbor Island. An informational Town Hall event will be held on November 5th from 6:30 to 8:00pm at Central Park Place.

25-12D Finance Manager Lynn Diffell provided a strategic goals update on financial management.

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Four goals were set in the Strategic Plan for the focus area of Financial Management. The status of each goal is as follows:

- Implement a 5-year rate plan – This goal is complete. Staff worked with Utility Financial Solutions to conduct a cost-of-service study, and the Board approved the rate change recommendations at last month’s meeting.
- Maintain minimum cash reserves – This goal is being met on an ongoing basis. The Board established \$18 million as the minimum cash reserve in 2023. In July 2025, the Board approved a new policy which includes two methods to calculate the minimum cash reserve. The minimum was met on June 30th, 2023, 2024, and 2025.
- Achieve and maintain bond ratings – This goal was cancelled. This goal was established based upon building generation on Harbor Island. With building plans being cancelled, this goal was no longer applicable.
- Enhance processes for capital/operating budgeting annually – This goal is being met on an ongoing basis. The process has been improved using enhanced data and file sharing, working with more flexible timelines, sharing a greater amount of detail with applicable staff, and ongoing analysis of variances in the budget.

No formal action taken.

25-12E The General Manager summarized a presentation he gave to the Grand Haven City Council on August 18, 2025.

An important part of the presentation discussed sustainability and resource adequacy. In planning year 2030/2031, the BLP moves into the negative for its forecasted capacity. This gives the Board and staff five years to work on local, regional, and statewide capacity solutions. One local option is a community solar garden. While a solar garden will not solve the adequacy issue, it can be a piece of the puzzle. To start, we would need to identify potential sites as the BLP does not own any excess land, consider funding sources including grants or tax incentives, and determine financial feasibility including if a garden can be done at a price point where customers will participate. One potential option is to build a community solar garden at the city owned parcel near the airport. The parcel could provide 0.75MW of energy at a cost of \$2 million. Overall, the Board supported exploring this option further.

No formal action taken.

25-12F The Chairman reported the General Manager’s presentation to City Council on August 18th was well received. The purchasing authority policy was also approved, and the Chairman appreciated the nice comments from Council.

No formal action taken.

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Other Business

- Congratulations to Ryan LaFrance who recently completed his apprenticeship to become a Journeyman Lineman. His achievement was celebrated with an employee luncheon.
- A summer picnic was held for BLP employees on August 20th with good feedback from the employees.
- A construction update was provided. The garage foundations have been poured, the locker room is framed, and the human resources office has drywall up. When taking down the wall between the break room and board room, the former exterior concrete wall was discovered. The removal will require additional steel supports and engineering design is in progress.
- The September Board meeting will be held at Central Park Place.

No formal action taken.

Public Comment Period:

Jim Hagen, 400 Lake Avenue, reported the State of Michigan recommends projects get underway by December 31, 2025 before IRA eligibility changes take effect.

Patti Nelson, 1820 Pine Court, commented via email in support of a community solar project.

Adjournment

At 6:45PM by motion of Director Welling, supported by Director Crum, the August 21, 2025 Board meeting was unanimously adjourned.

Respectfully submitted,

Danielle Martin
Secretary to the Board

DM

GRAND HAVEN BOARD OF LIGHT AND POWER
STATEMENT OF NET POSITION
FOR THE MONTH ENDING AUGUST 2025

	<u>AUGUST 2025</u>	<u>AUGUST 2024</u>
ASSETS		
CURRENT ASSETS		
CASH AND CASH EQUIVALENTS	\$27,159,508	\$22,800,356
ACCOUNTS RECEIVABLE	5,102,022	4,836,762
PREPAID	4,492	5,160
	32,266,022	27,642,278
NON-CURRENT ASSETS		
DEPOSITS HELD BY MPIA	12,224,474	10,666,124
DEPOSITS HELD BY MPPA	2,500,000	2,500,000
ADVANCE TO CITY OF GRAND HAVEN	460,611	604,774
MITIGATION FUND	17,435,657	14,602,918
2021A BOND FUND	0	4,800,254
2021A BOND REDEMPTION FUND	1,650,952	1,690,352
	34,271,694	34,864,422
CAPITAL ASSETS		
CONSTRUCTION IN PROGRESS	2,767,201	746,718
PROPERTY, PLANT AND EQUIPMENT	69,945,897	68,380,144
LESS ACCUMULATED DEPRECIATION	(32,245,687)	(30,352,943)
	40,467,411	38,773,919
TOTAL ASSETS	\$107,005,127	\$101,280,619
DEFERRED OUTFLOWS/(INFLOWS)		
PENSION/OPEB RELATED	2,345,348	3,736,804
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	1,489,754	1,584,568
SERIES 2021A BOND CURRENT	2,447,137	2,453,457
ACCRUED PAYROLL LIABILITIES	347,419	118,009
CUSTOMER DEPOSITS	996,150	928,773
ACCRUED TRANSFER FUND	208,738	190,812
	5,489,198	5,275,619
LONG TERM LIABILITIES		
ASSET RETIREMENT OBLIGATION - MITIGATION	17,788,298	17,474,809
ACCRUED SICK AND PTO	297,549	258,039
SERIES 2021A BOND	15,500,000	17,900,000
NET PENSION LIABILITIES	4,747,289	5,491,563
NET OTHER POST EMPLOYMENT BENEFIT	644,413	929,482
	38,977,549	42,053,893
TOTAL LIABILITIES	44,466,747	47,329,512
NET POSITION		
BEGINNING OF THE YEAR	63,106,782	56,080,669
YTD INCREASE IN NET ASSETS	1,776,946	1,607,242
NET POSITION	64,883,728	57,687,911
TOTAL LIABILITIES AND EQUITY	\$109,350,475	\$105,017,423

GRAND HAVEN BOARD OF LIGHT AND POWER
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE MONTH OF AUGUST 2025

	Current Period Actual	YTD Actual	YTD Budget	Variance Over (Under)	Percent Variance Actual vs Budget	Previous Year Current Period	Previous Year YTD	Variance Over (Under)	Percent Variance Actual vs Last Year
Operating Revenue									
Residential Sales	\$ 1,710,786	\$ 3,328,826	\$ 2,841,556	\$ 487,270	17.15%	\$ 1,474,193	\$ 2,793,764	\$ 535,062	19.15%
Commercial Sales	1,142,428	2,236,199	2,229,487	6,712	0.30%	1,050,445	2,025,262	210,937	10.42%
Industrial Sales	1,067,054	2,075,959	2,083,028	(7,069)	-0.34%	1,050,949	2,033,472	42,487	2.09%
Municipal Sales	120,552	237,003	200,546	36,457	18.18%	111,950	214,387	22,616	10.55%
Total Charges for Services	4,040,820	7,877,987	7,354,617	523,370	7.12%	3,687,537	7,066,885	811,102	11.48%
Street Lighting	28,147	56,285	56,000	285	0.51%	28,017	56,017	268	0.48%
Other Revenue	13,412	35,775	63,766	(27,991)	-43.90%	202,976	229,543	(193,768)	-84.41%
Total Operating Revenue	4,082,379	7,970,047	7,474,383	495,664	6.63%	3,918,530	7,352,445	617,602	8.40%
Operating Expenses									
Net Purchased Power	2,089,888	4,345,805	3,920,070	425,735	10.86%	1,986,685	4,252,784	93,021	2.19%
Distribution Operations	122,940	241,370	248,246	(6,876)	-2.77%	110,779	215,856	25,514	11.82%
Distribution Maintenance	237,395	516,639	653,616	(136,977)	-20.96%	218,895	445,186	71,453	16.05%
Energy Optimization	10,469	22,388	20,833	1,555	7.46%	16,528	26,485	(4,097)	-15.47%
Administration	309,398	535,605	532,484	3,121	0.59%	250,798	449,891	85,714	19.05%
Legacy Pension Expense	47,703	95,632	66,666	28,966	43.45%	15,400	30,223	65,409	216.42%
Operating Expenses Before Depreciation	2,817,793	5,757,439	5,441,915	315,524	5.80%	2,599,085	5,420,425	337,014	6.22%
Operating Changes Before Depreciation	1,264,586	2,212,608	2,032,468	180,140	8.86%	1,319,445	1,932,020	280,588	14.52%
Depreciation	193,862	387,724	383,332	4,392	1.15%	186,482	364,816	22,908	6.28%
Operating Changes	1,070,724	1,824,884	1,649,136	175,748	10.66%	1,132,963	1,567,204	257,680	16.44%
Nonoperating Revenue/(Expenses)	85,537	153,418	63,690	89,728	140.88%	108,396	215,472	(62,054)	-28.80%
Asset Retirement Expense	-	-	-	-	#DIV/0!	-	-	-	#DIV/0!
Environmental Surcharge	105,797	205,640	166,666	38,974	23.38%	100,684	190,223	15,417	8.10%
Non-Operating Revenue/(Expenses)	191,334	359,058	230,356	128,702	55.87%	209,080	405,695	(46,637)	-11.50%
Transfers to City of Grand Haven	(208,738)	(406,996)	(370,538)	(36,458)	9.84%	(190,812)	(365,656)	(41,340)	11.31%
Increase in Net Assets	\$ 1,053,320	\$ 1,776,946	\$ 1,508,954	\$ 267,992	17.76%	\$ 1,151,231	\$ 1,607,243	\$ 169,703	10.56%

**GRAND HAVEN BOARD OF LIGHT AND POWER
POWER SUPPLY DASHBOARD
FOR THE MONTH OF AUGUST 2025**

<u>Power Supply for Month (kWh)</u>	<u>FY2026</u>		<u>FY2025</u>	
Net Purchased (Sold) Power	22,026,940	77.64%	21,974,507	80.14%
Renewable Energy Purchases	6,343,303	22.36%	5,447,295	19.86%
Monthly Power Supply Total	28,370,243		27,421,802	
Days in Month	31		31	
Average Daily kWh Supply for Month	915,169		884,574	
% Change	3.46%			

<u>Power Supply FYTD</u>	<u>FY2026</u>		<u>FY2025</u>	
Net Purchased (Sold) Power	46,326,298	77.73%	43,866,796	77.19%
Renewable Energy Purchases	13,276,031	22.27%	12,960,093	22.81%
FYTD Power Supply Total	59,602,329		56,826,889	
FYTD Days	62		62	
Average Daily kWh Supply FYTD	961,328		916,563	
% Change	4.88%			

	<u>FY2026</u>	<u>FY2025</u>
Net Purchased Power Expenses	\$4,345,805	\$4,252,784
% Change	2.19%	
Net Energy Expenses per kWh Supplied to System FYTD	\$0.07291	\$0.07484
% Change	-2.57%	

**GRAND HAVEN BOARD OF LIGHT AND POWER
SALES DASHBOARD
FOR THE MONTH OF AUGUST 2025**

<u>Monthly Retail Customers</u>	<u>FY2026</u>		<u>FY2025</u>	
Residential	13,323	87.52%	13,289	87.58%
Commercial	1,660	10.90%	1,645	10.84%
Industrial	128	0.84%	126	0.83%
Municipal	112	0.74%	114	0.75%
Total	15,223		15,174	
 <u>Monthly Energy Sold (kWh)</u>				
Residential	11,916,749	39.32%	10,503,157	36.41%
Commercial	8,395,426	27.70%	8,011,279	27.77%
Industrial	8,924,096	29.44%	9,265,081	32.12%
Municipal	1,006,064	3.32%	999,000	3.46%
Retail Monthly Total	30,242,335	99.78%	28,778,517	99.77%
Street Lighting	66,350	0.22%	66,291	0.23%
Total Monthly Energy Sold	30,308,685		28,844,808	
 Days in Primary Meter Cycle	 31		 31	
kWh Sold per Day	977,700		930,478	
% Change	5.08%			

<u>Energy Sold (kWh) FYTD</u>	<u>FY2026</u>		<u>FY2025</u>	
Residential	23,164,734	39.32%	19,804,206	36.33%
Commercial	16,419,207	27.87%	15,261,276	28.00%
Industrial	17,196,641	29.19%	17,441,658	32.00%
Municipal	2,006,426	3.41%	1,865,323	3.42%
Retail Energy Sold Total FYTD	58,787,008	99.77%	54,372,463	99.76%
Street Lighting	132,625	0.23%	132,425	0.24%
Energy Sold FYTD	58,919,633		54,504,888	
 Weighted Days in Meter Cycles FYTD	 61		 61	
kWh Sold per Day	965,896		893,523	
% Change	8.10%			

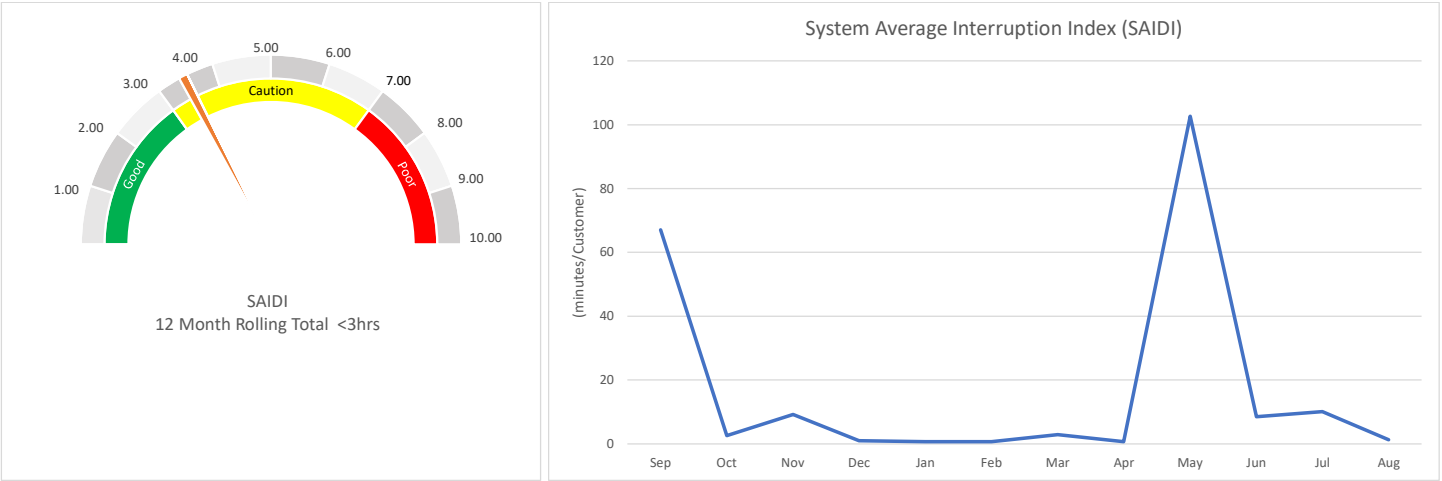
<u>Sales Revenue FYTD net ERS</u>	<u>FY2026</u>	<u>Average Rate (\$/kWh)</u>	<u>FY2025</u>	<u>Average Rate (\$/KWh)</u>	<u>Percent Change \$/kWh</u>
Residential	\$3,328,826	\$0.1437	\$2,793,764	\$0.1411	1.87%
Commercial	\$2,236,199	\$0.1362	\$2,025,262	\$0.1327	2.63%
Industrial	\$2,075,959	\$0.1207	\$2,033,472	\$0.1166	3.54%
Municipal	\$237,003	\$0.1181	\$214,387	\$0.1149	2.77%
Retail Sales Revenue FYTD	\$7,877,987	\$0.1340	\$7,066,884	\$0.1300	3.11%
Street Lighting	\$56,285		\$56,017		
Total Sales Revenue FYTD (Excl. Wholesale)	\$7,934,272	\$0.1347	\$7,122,901	\$0.1307	

	<u>FY2026</u>	<u>FY2025</u>
Approx. Distribution Losses FYTD	-0.48%	2.51%
Net Energy Expenses/kWh Sold FYTD	\$0.07257	\$0.07672
% Change	-5.41%	

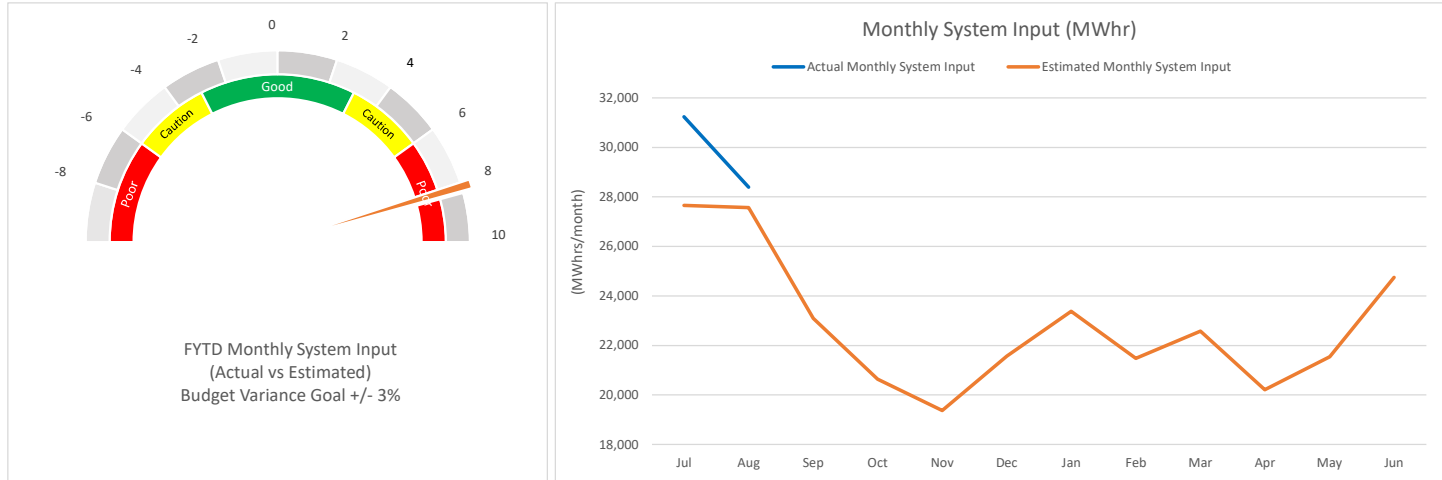
GHBLP Key Performance Indicators

September 18, 2025

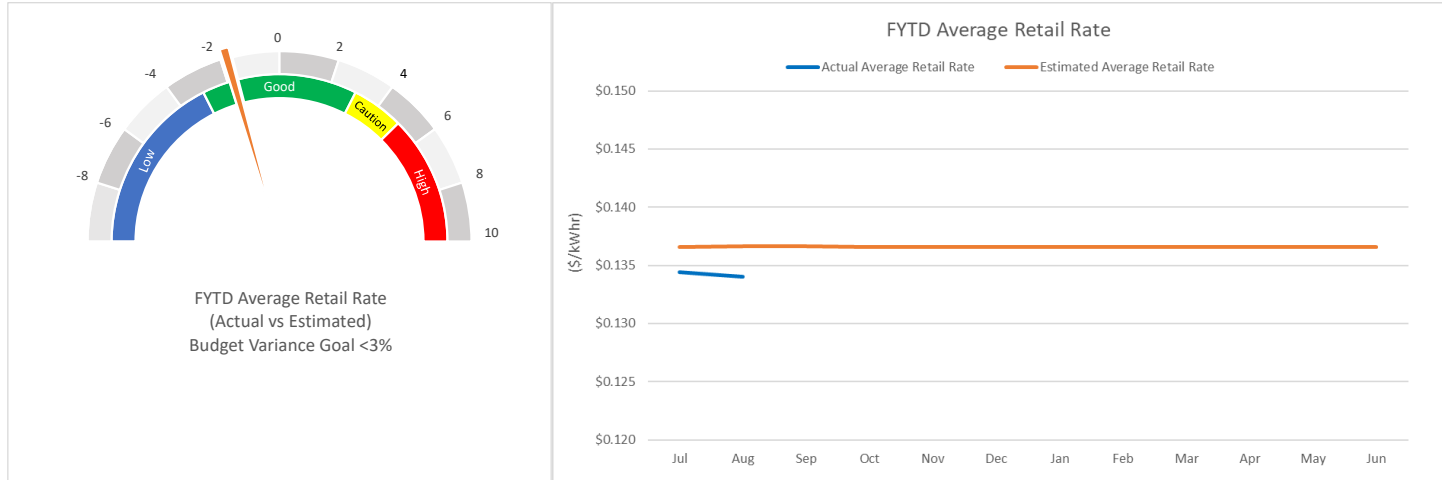
1) Reliability



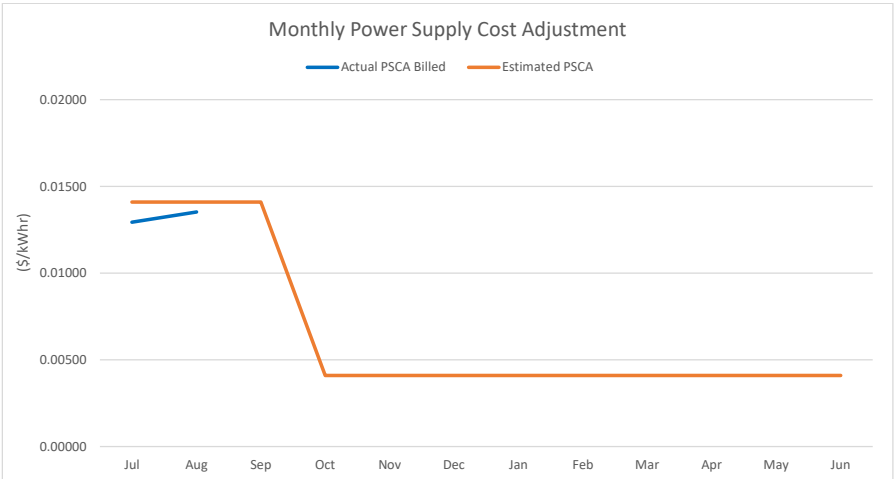
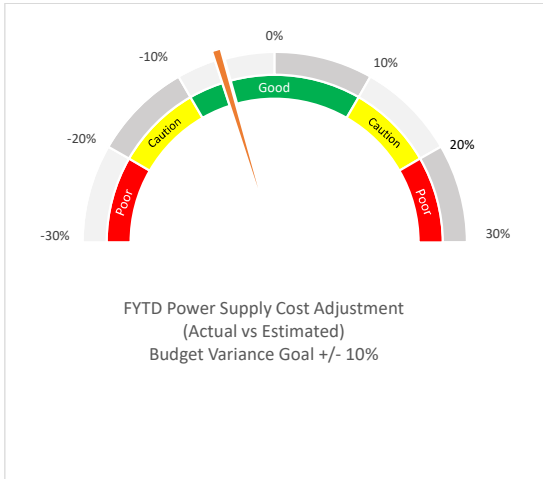
2) Power Supply



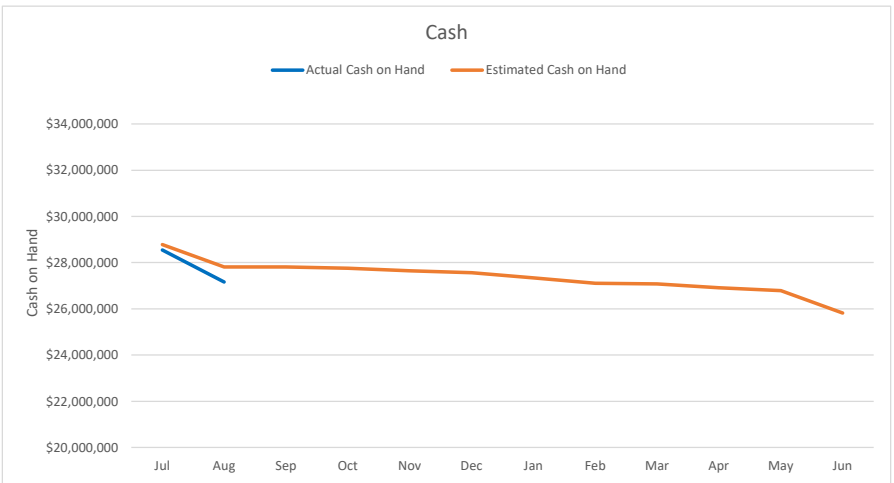
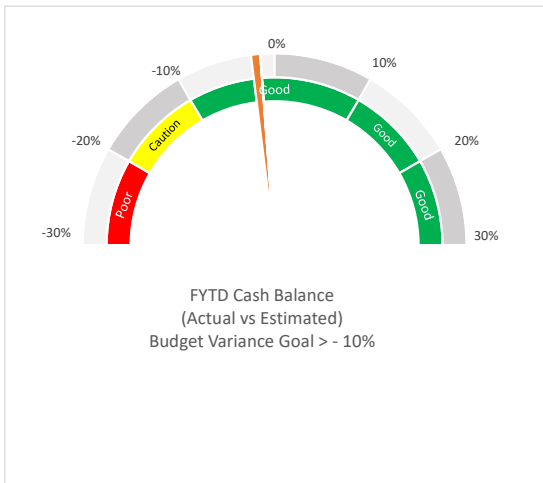
3) Average Retail Revenue per kWh



4) Rates/PSCA



5) Financial

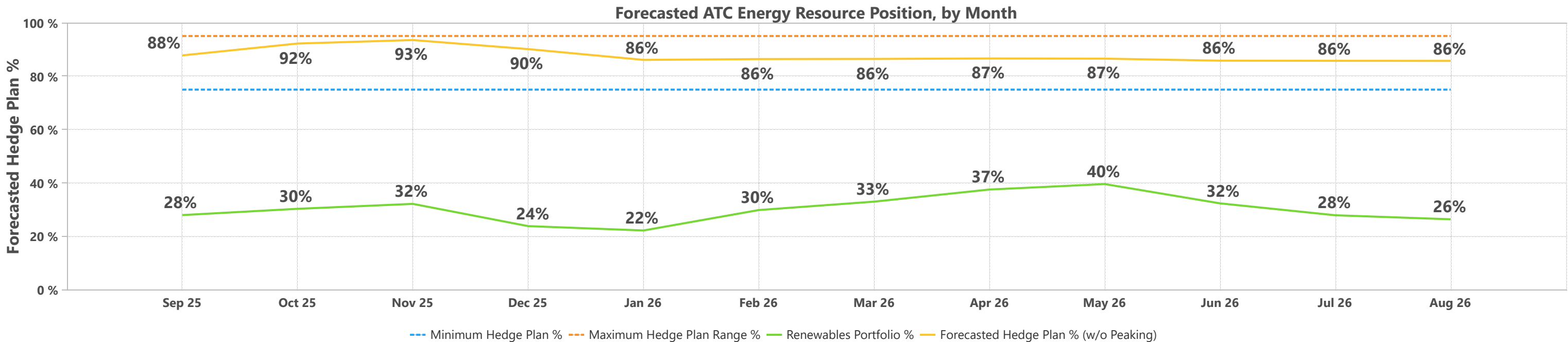


GRAN is forecasted to have an average of 88% of Around the Clock (ATC) Power Supply hedged over the upcoming 12 months, and Renewable Energy Resources are forecasted to provide an average of 30% towards load. Total Resources are forecasted to cost an average of \$52.97 Per MWh, and Market Balancing Energy is forecasted to come in at an average of \$48.72 per MWh. When including Locational Basis this results in a Total Forecasted Power Supply weighted average cost of \$53.36 over the upcoming 12 months.

Forecasted Prompt 12 Months Energy Resource Position for GRAN

Power Supply, MWh	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Total Resources, MWh	20,461	19,014	18,100	19,430	20,116	18,558	19,505	17,486	18,627	21,220	23,695	23,618
Project Assets	1,755	1,908	1,850	1,855	1,884	1,686	1,900	1,813	1,901	1,537	1,572	1,539
Landfill Project	1,755	1,908	1,850	1,855	1,884	1,686	1,900	1,813	1,901	1,537	1,572	1,539
Contracted Power Supply	18,705	17,106	16,250	17,575	18,232	16,872	17,605	15,673	16,726	19,683	22,122	22,079
Contracted ESP Renewable PPAs	4,747	4,327	4,360	3,266	3,285	4,712	5,530	5,751	6,604	6,449	6,117	5,714
Contracted Bilateral Energy Transactions	13,958	12,778	11,890	14,310	14,947	12,160	12,075	9,922	10,122	13,234	16,006	16,366

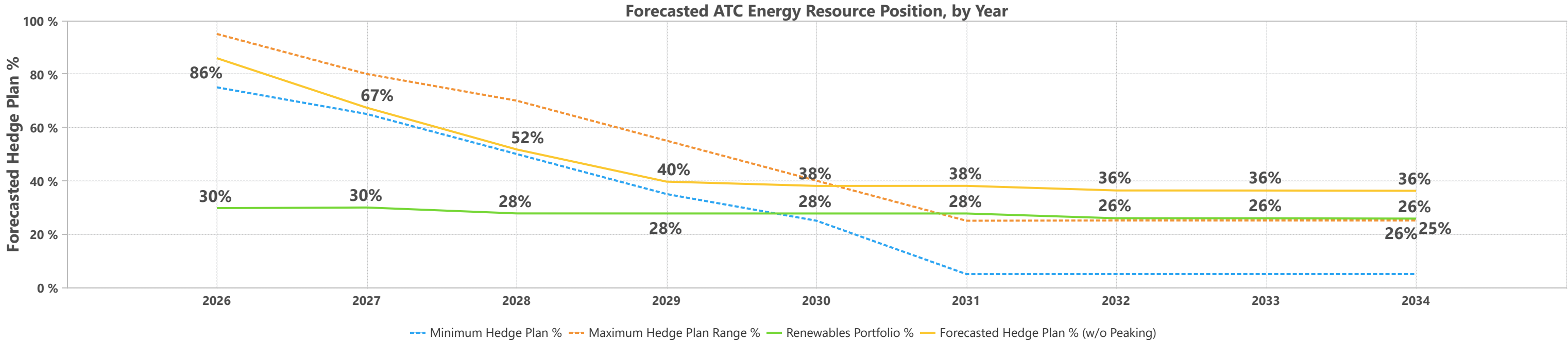
Total Power Supply	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Forecasted Hedge Plan % (w/o Peaking)	88%	92%	93%	90%	86%	86%	86%	87%	87%	86%	86%	86%
Minimum Hedge Plan %	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Maximum Hedge Plan Range %	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Renewables Portfolio %	28%	30%	32%	24%	22%	30%	33%	37%	40%	32%	28%	26%
Forecasted Load	(23,322)	(20,627)	(19,362)	(21,569)	(23,378)	(21,492)	(22,574)	(20,197)	(21,531)	(24,745)	(27,648)	(27,566)
Forecasted Market Balancing, MWh	(2,861)	(1,613)	(1,262)	(2,138)	(3,262)	(2,934)	(3,068)	(2,711)	(2,904)	(3,525)	(3,953)	(3,948)
Forecasted Hedge % (w/ Peaking)	88%	92%	93%	90%	86%	86%	86%	87%	87%	86%	86%	86%



Forecasted Outer Years Energy Resource Position for GRAN

Power Supply, MWh	2026	2027	2028	2029	2030	2031	2032	2033	2034
Total Resources, MWh	235,240	183,946	140,889	107,766	103,192	103,004	98,094	97,808	97,354
Project Assets	20,382	13,518	7,424	7,424	7,424	7,422	2,586	2,586	2,314
Landfill Project	20,382	13,518	7,424	7,424	7,424	7,422	2,586	2,586	2,314
Contracted Power Supply	214,858	170,429	133,464	100,341	95,768	95,582	95,508	95,222	95,040
Contracted ESP Renewable PPAs	60,986	68,289	68,133	67,920	67,736	67,550	67,400	67,190	67,008
Contracted Bilateral Energy Transactions	153,872	102,139	65,331	32,422	28,032	28,032	28,109	28,032	28,032

Total Power Supply	2026	2027	2028	2029	2030	2031	2032	2033	2034
Forecasted Hedge Plan % (w/o Peaking)	86%	67%	52%	40%	38%	38%	36%	36%	36%
Minimum Hedge Plan %	75%	65%	50%	35%	25%	5%	5%	5%	5%
Maximum Hedge Plan Range %	95%	80%	70%	55%	40%	25%	25%	25%	25%
Renewables Portfolio %	30%	30%	28%	28%	28%	28%	26%	26%	26%
Forecasted Load	(273,791)	(273,092)	(272,430)	(271,801)	(271,181)	(270,537)	(269,894)	(269,289)	(268,716)
Forecasted Market Balancing, MWh	(38,551)	(89,145)	(131,541)	(164,035)	(167,988)	(167,534)	(171,800)	(171,482)	(171,362)
Forecasted Hedge % (w/ Peaking)	86%	67%	52%	40%	38%	38%	36%	36%	36%



Forecasted Prompt 12 Months Energy Resource Cost for GRAN

Project Asset Costs are as forecasted in the MPPA Financial Plan, including fixed costs and all other anticipated costs in addition to Energy costs.

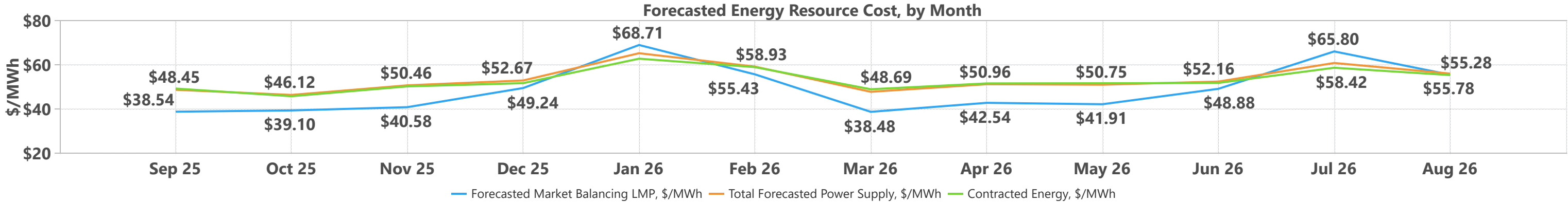
Power Supply \$'s	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Total Resources, \$'s	(\$1,002,686)	(\$865,656)	(\$904,602)	(\$999,642)	(\$1,257,551)	(\$1,089,338)	(\$949,794)	(\$897,450)	(\$957,227)	(\$1,093,837)	(\$1,384,200)	(\$1,301,453)
Project Assets	(\$182,027)	(\$137,671)	(\$194,173)	(\$191,977)	(\$196,648)	(\$177,654)	(\$142,926)	(\$193,227)	(\$202,123)	(\$182,621)	(\$185,706)	(\$171,333)
Landfill Project	(\$182,027)	(\$137,671)	(\$194,173)	(\$191,977)	(\$196,648)	(\$177,654)	(\$142,926)	(\$193,227)	(\$202,123)	(\$182,621)	(\$185,706)	(\$171,333)
Contracted Power Supply	(\$820,659)	(\$727,985)	(\$710,429)	(\$807,666)	(\$1,060,904)	(\$911,685)	(\$806,868)	(\$704,224)	(\$755,105)	(\$911,216)	(\$1,198,494)	(\$1,130,119)
Contracted ESP Renewable PPAs	(\$226,918)	(\$206,813)	(\$207,997)	(\$154,673)	(\$160,120)	(\$227,951)	(\$269,172)	(\$279,611)	(\$320,933)	(\$314,004)	(\$297,627)	(\$277,902)
Contracted Bilateral Energy Transactions	(\$593,741)	(\$521,172)	(\$502,432)	(\$652,993)	(\$900,783)	(\$683,733)	(\$537,696)	(\$424,613)	(\$434,172)	(\$597,212)	(\$900,867)	(\$852,218)

Locational Basis, \$'s	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Locational Basis (Projects)	(\$320)	\$320	(\$627)	\$696	(\$1,252)	(\$1,206)	\$127	\$1,448	(\$877)	(\$1,058)	(\$836)	(\$1,086)
Locational Basis (Contracted Power Supply)	(\$16,672)	(\$22,994)	(\$20,571)	(\$31,735)	(\$36,398)	(\$13,258)	(\$5,219)	(\$17,944)	(\$12,942)	(\$23,530)	(\$29,720)	(\$16,822)

Power Supply \$/MWh	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Power Supply \$/MWh												
Project Assets												
Landfill Project	\$103.69	\$72.14	\$104.94	\$103.48	\$104.40	\$105.36	\$75.22	\$106.56	\$106.32	\$118.79	\$118.12	\$111.34
Contracted Power Supply												
Contracted ESP Renewable PPAs	\$47.81	\$47.79	\$47.70	\$47.36	\$48.74	\$48.38	\$48.67	\$48.62	\$48.60	\$48.69	\$48.66	\$48.64
Contracted Bilateral Energy Transactions	\$42.54	\$40.79	\$42.26	\$45.63	\$60.26	\$56.23	\$44.53	\$42.80	\$42.90	\$45.13	\$56.28	\$52.07

Locational Basis, \$/MWh	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Locational Basis (Projects)	\$0.18	(\$0.17)	\$0.34	(\$0.38)	\$0.66	\$0.72	(\$0.07)	(\$0.80)	\$0.46	\$0.69	\$0.53	\$0.71
Locational Basis (Contracted Power Supply)	\$0.89	\$1.34	\$1.27	\$1.81	\$2.00	\$0.79	\$0.30	\$1.14	\$0.77	\$1.20	\$1.34	\$0.76

Total Power Supply	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Forecasted Market Balancing LMP, \$/MWh	\$38.54	\$39.10	\$40.58	\$49.24	\$68.71	\$55.43	\$38.48	\$42.54	\$41.91	\$48.88	\$65.80	\$55.28
Forecasted Market Balancing LMP, \$'s	(\$110,268)	(\$63,086)	(\$51,220)	(\$105,284)	(\$224,142)	(\$162,619)	(\$118,048)	(\$115,308)	(\$121,701)	(\$172,338)	(\$260,116)	(\$218,204)
Total Forecasted Power Supply, \$/MWh	\$48.45	\$46.12	\$50.46	\$52.67	\$64.99	\$58.93	\$47.53	\$50.96	\$50.75	\$52.16	\$60.58	\$55.78
Total Forecasted Power Supply Costs, \$'s	(\$1,129,947)	(\$951,416)	(\$977,020)	(\$1,135,966)	(\$1,519,344)	(\$1,266,421)	(\$1,072,935)	(\$1,029,254)	(\$1,092,748)	(\$1,290,762)	(\$1,674,872)	(\$1,537,565)



Forecasted Outer Years Energy Resource Cost for GRAN

Project Asset Costs are as forecasted in the MPPA Financial Plan, including fixed costs and all other anticipated costs in addition to Energy costs.

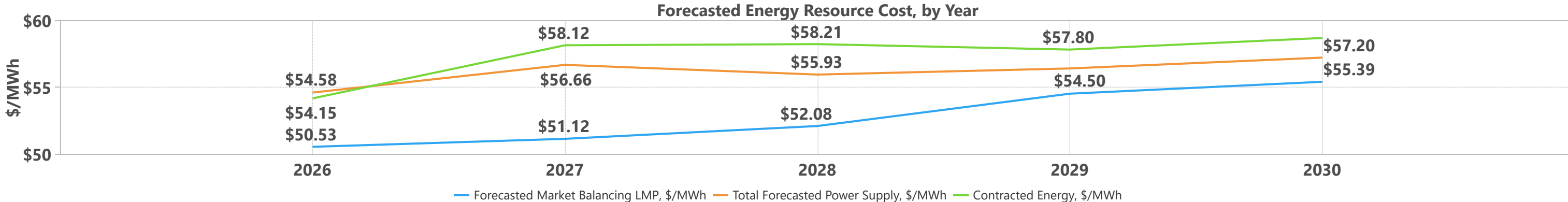
Power Supply \$'s	2026	2027	2028	2029	2030
Total Resources, \$'s	(\$12,737,713)	(\$10,691,767)	(\$8,200,972)	(\$6,229,120)	(\$6,054,201)
Project Assets	(\$2,121,355)	(\$1,492,827)	(\$862,621)	(\$884,885)	(\$907,489)
Landfill Project	(\$2,121,355)	(\$1,492,827)	(\$862,621)	(\$884,885)	(\$907,489)
Contracted Power Supply	(\$10,616,358)	(\$9,198,940)	(\$7,338,351)	(\$5,344,235)	(\$5,146,712)
Contracted ESP Renewable PPAs	(\$2,962,561)	(\$3,362,930)	(\$3,402,330)	(\$3,439,293)	(\$3,478,808)
Contracted Bilateral Energy Transactions	(\$7,653,797)	(\$5,836,010)	(\$3,936,021)	(\$1,904,942)	(\$1,667,904)

Locational Basis, \$'s	2026	2027	2028	2029	2030
Locational Basis (Projects)	(\$4,676)	(\$5,560)	(\$991)	(\$957)	(\$959)
Locational Basis (Contracted Power Supply)	(\$254,531)	(\$218,067)	(\$184,258)	(\$156,710)	(\$151,470)

Power Supply \$/MWh	2026	2027	2028	2029	2030
Power Supply \$/MWh					
Project Assets					
Landfill Project	\$104.08	\$110.43	\$116.19	\$119.19	\$122.23
Contracted Power Supply					
Contracted ESP Renewable PPAs	\$48.58	\$49.25	\$49.94	\$50.64	\$51.36
Contracted Bilateral Energy Transactions	\$49.74	\$57.14	\$60.25	\$58.76	\$59.50

Locational Basis, \$/MWh	2026	2027	2028	2029	2030
Locational Basis (Projects)	\$0.23	\$0.41	\$0.13	\$0.13	\$0.13
Locational Basis (Contracted Power Supply)	\$1.18	\$1.28	\$1.38	\$1.56	\$1.58

Total Power Supply	2026	2027	2028	2029	2030
Forecasted Market Balancing LMP, \$/MWh	\$50.53	\$51.12	\$52.08	\$54.50	\$55.39
Forecasted Market Balancing LMP, \$'s	(\$1,947,831)	(\$4,557,379)	(\$6,851,057)	(\$8,940,022)	(\$9,305,190)
Total Forecasted Power Supply, \$/MWh	\$54.58	\$56.66	\$55.93	\$56.39	\$57.20
Total Forecasted Power Supply Costs, \$'s	(\$14,944,751)	(\$15,472,774)	(\$15,237,279)	(\$15,326,810)	(\$15,511,820)

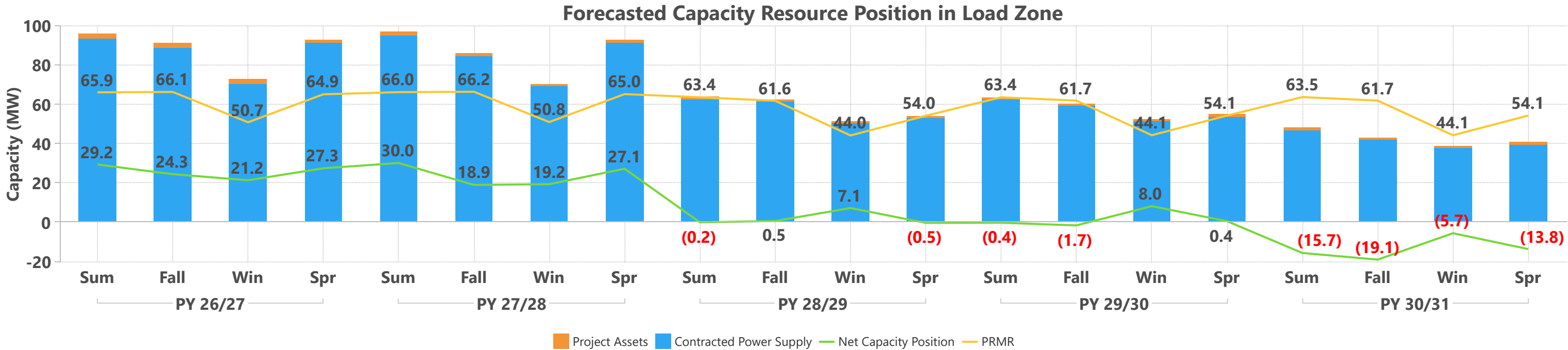


Forecasted Outer Years Capacity Resource Position for GRAN

Capacity Resources, MW	PY 26/27				PY 27/28				PY 28/29				PY 29/30				PY 30/31			
	Sum	Fall	Win	Spr	Sum	Fall	Win	Spr	Sum	Fall	Win	Spr	Sum	Fall	Win	Spr	Sum	Fall	Win	Spr
Net Capacity Position	29.2	24.3	21.2	27.3	30.0	18.9	19.2	27.1	(0.2)	0.5	7.1	(0.5)	(0.4)	(1.7)	8.0	0.4	(15.7)	(19.1)	(5.7)	(13.8)
Zone 7	29.2	24.3	21.2	27.3	30.0	18.9	19.2	27.1	(0.2)	0.5	7.1	(0.5)	(0.4)	(1.7)	8.0	0.4	(15.7)	(19.1)	(5.7)	(13.8)
Contracted Power Supply	93.5	88.8	70.3	91.2	95.2	84.3	69.3	91.4	62.5	61.4	50.4	52.8	62.3	59.3	51.5	53.8	47.0	41.9	37.7	39.6
Contracted Bilateral Capacity Transactions	78.4	77.3	67.2	77.3	79.7	74.1	66.5	77.5	55.0	54.3	48.7	50.1	55.6	54.0	50.0	51.3	41.1	38.4	36.2	37.3
Contracted ESP Renewable PPAs	15.1	11.5	3.1	13.9	15.5	10.2	2.8	13.9	7.5	7.2	1.7	2.8	6.7	5.3	1.5	2.6	5.9	3.5	1.5	2.3
Planning Reserve Margin Requirement	(65.9)	(66.1)	(50.7)	(64.9)	(66.0)	(66.2)	(50.8)	(65.0)	(63.4)	(61.6)	(44.0)	(54.0)	(63.4)	(61.7)	(44.1)	(54.1)	(63.5)	(61.7)	(44.1)	(54.1)
PRMR	(65.9)	(66.1)	(50.7)	(64.9)	(66.0)	(66.2)	(50.8)	(65.0)	(63.4)	(61.6)	(44.0)	(54.0)	(63.4)	(61.7)	(44.1)	(54.1)	(63.5)	(61.7)	(44.1)	(54.1)
Project Assets	1.6	1.6	1.6	1.1	0.7	0.8	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7
Landfill Project	1.6	1.6	1.6	1.1	0.7	0.8	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7

Net Contracted Bilateral Capacity	PY 26/27			PY 27/28			PY 28/29			PY 29/30			PY 30/31		
	Net Bilat MW	Net Bilat \$'s	\$/kw-mo.	Net Bilat MW	Net Bilat \$'s	\$/kw-mo.	Net Bilat MW	Net Bilat \$'s	\$/kw-mo.	Net Bilat MW	Net Bilat \$'s	\$/kw-mo.	Net Bilat MW	Net Bilat \$'s	\$/kw-mo.
Total Net Capacity Bilats	(75.1)	(\$3,864,492)	\$4.29	(74.5)	(\$3,831,299)	\$4.29	(52.0)	(\$2,975,371)	\$4.77	(52.7)	(\$3,014,516)	\$4.77	(38.3)	(\$2,143,611)	\$4.67
Sum	(78.4)	(\$1,015,036)	\$4.32	(79.7)	(\$1,033,970)	\$4.32	(55.0)	(\$787,057)	\$4.77	(55.6)	(\$795,312)	\$4.77	(41.1)	(\$577,155)	\$4.68
Fall	(77.3)	(\$997,389)	\$4.30	(74.1)	(\$951,859)	\$4.28	(54.3)	(\$776,036)	\$4.77	(54.0)	(\$771,574)	\$4.77	(38.4)	(\$537,810)	\$4.67
Win	(67.2)	(\$852,918)	\$4.23	(66.5)	(\$843,277)	\$4.23	(48.7)	(\$695,997)	\$4.77	(50.0)	(\$714,426)	\$4.77	(36.2)	(\$506,379)	\$4.66
Spr	(77.3)	(\$999,148)	\$4.31	(77.5)	(\$1,002,193)	\$4.31	(50.1)	(\$716,281)	\$4.77	(51.3)	(\$733,203)	\$4.77	(37.3)	(\$522,267)	\$4.67

Net Capacity Position	PY 26/27			PY 27/28			PY 28/29			PY 29/30			PY 30/31		
	Market Cap MW	Market Cap \$'s	Total Cap \$'s	Market Cap MW	Market Cap \$'s	Total Cap \$'s	Market Cap MW	Market Cap \$'s	Total Cap \$'s	Market Cap MW	Market Cap \$'s	Total Cap \$'s	Market Cap MW	Market Cap \$'s	Total Cap \$'s
Total Net Capacity Position	21.2	\$1,780,800	(\$2,083,692)	18.9	\$1,644,300	(\$2,186,999)	(0.5)	(\$45,000)	(\$3,020,371)	(1.7)	(\$158,100)	(\$3,172,616)	(19.1)	(\$1,833,600)	(\$3,977,211)
Sum	21.2	\$445,200	(\$569,836)	18.9	\$411,075	(\$622,895)	(0.5)	(\$11,250)	(\$798,307)	(1.7)	(\$39,525)	(\$834,837)	(19.1)	(\$458,400)	(\$1,035,555)
Fall	21.2	\$445,200	(\$552,189)	18.9	\$411,075	(\$540,784)	(0.5)	(\$11,250)	(\$787,286)	(1.7)	(\$39,525)	(\$811,099)	(19.1)	(\$458,400)	(\$996,210)
Win	21.2	\$445,200	(\$407,718)	18.9	\$411,075	(\$432,202)	(0.5)	(\$11,250)	(\$707,247)	(1.7)	(\$39,525)	(\$753,951)	(19.1)	(\$458,400)	(\$964,779)
Spr	21.2	\$445,200	(\$553,948)	18.9	\$411,075	(\$591,118)	(0.5)	(\$11,250)	(\$727,531)	(1.7)	(\$39,525)	(\$772,728)	(19.1)	(\$458,400)	(\$980,667)

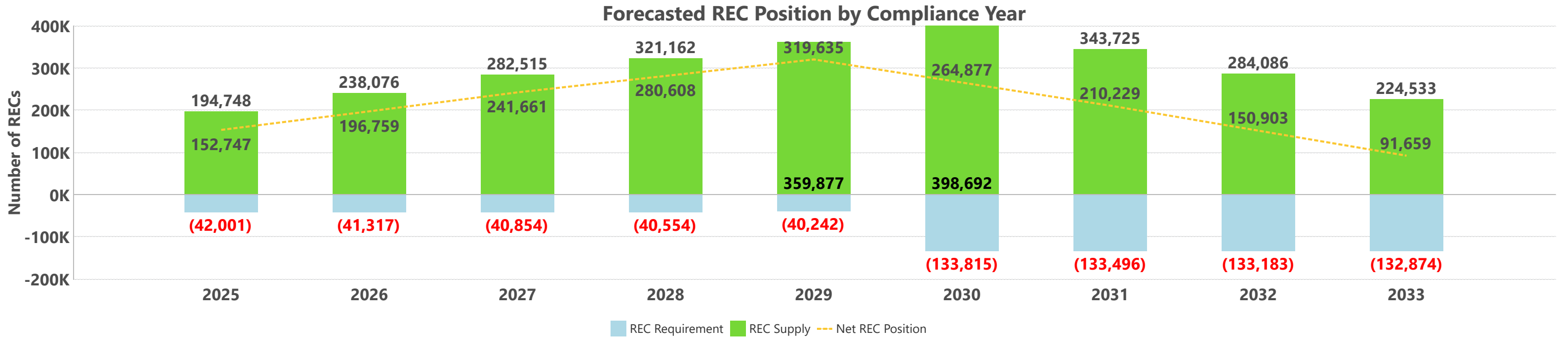


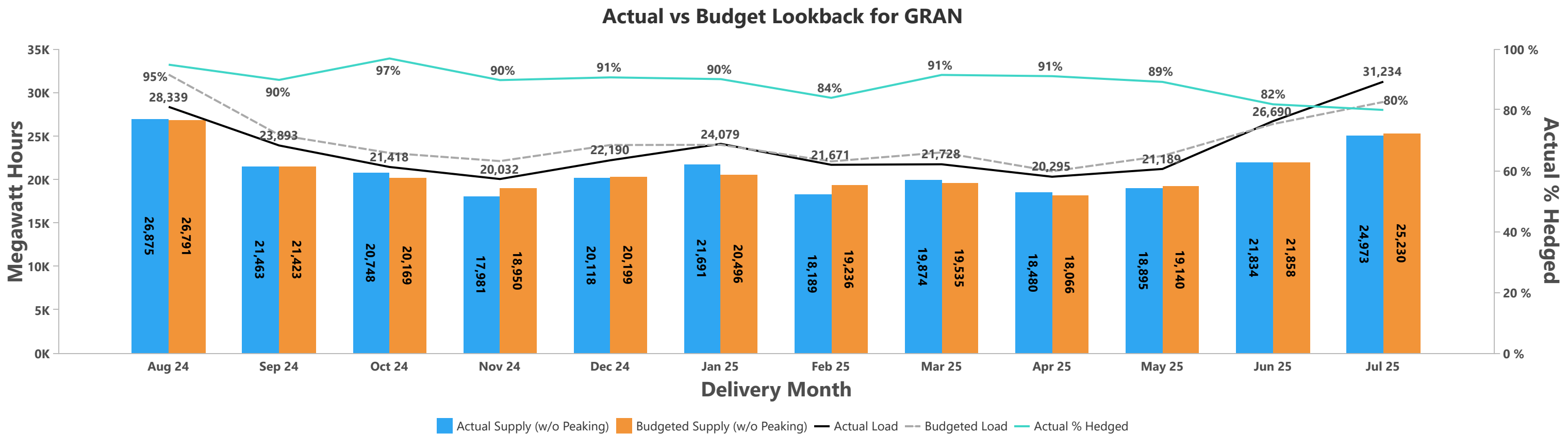
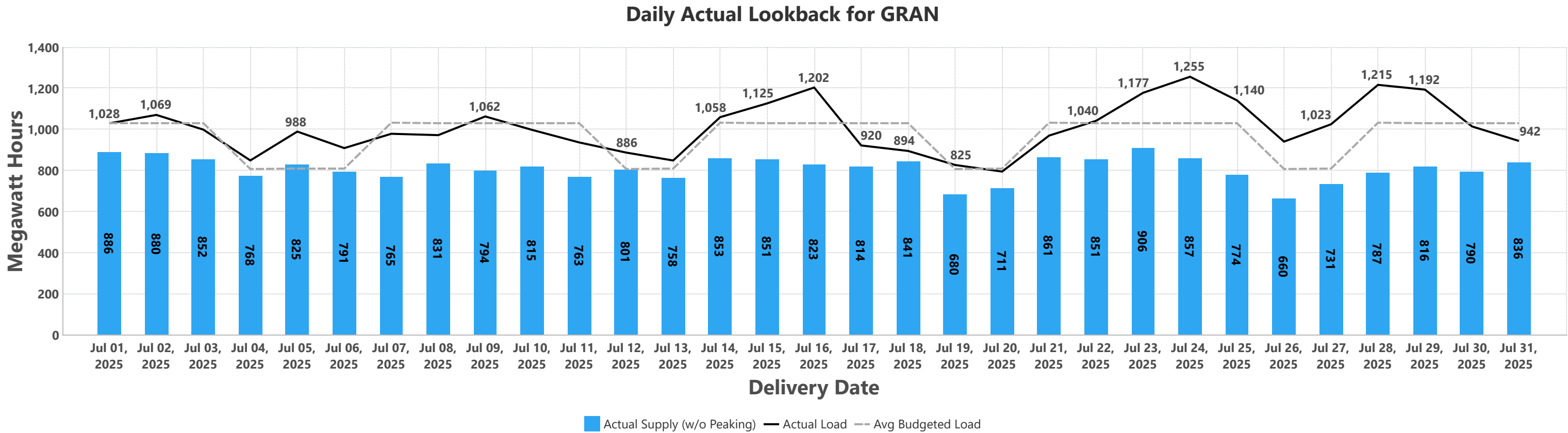
Forecasted Renewable Energy Credit (REC) Position for GRAN

Forecasted REC volumes are based on actual meter data when available and use the latest modeled generation for future timeframes.
Available Banked RECs in a compliance year reflect the forecasted Net REC Position at the end of the previous year.

Compliance Year	2025	2026	2027	2028	2029	2030	2031	2032	2033
Net REC Position	152,747	196,759	241,661	280,608	319,635	264,877	210,229	150,903	91,659
Available Banked RECs	115,990	152,747	196,759	241,661	280,608	319,635	264,877	210,229	150,903
Hedge Policy REC Requirement	(42,001)	(41,317)	(40,854)	(40,554)	(40,242)	(133,815)	(133,496)	(133,183)	(132,874)
Assembly Solar	9,666	10,600	10,544	10,491	10,438	10,381	10,328	10,280	10,232
Assembly Solar Phase II	8,126	8,784	8,739	8,694	8,649	8,603	8,558	8,520	8,475
Beebe	5,866	5,803	5,803	5,802	5,803	5,802	5,802	5,803	5,803
Brandt Woods Solar	3,573	4,515	4,492	4,477	4,447	4,425	4,403	4,389	4,359
Hart Solar		161	7,628	7,618	7,582	7,559	7,537	7,527	7,491
Invenergy Calhoun Solar	10,755	13,748	13,701	13,661	13,620	13,576	13,531	13,497	13,455
Landfill Project (EDL)	17,354	15,511	8,663	2,581	2,577	2,577	2,577	2,580	2,578
Landfill Project (NANR)	4,657	4,839	4,839	4,839	4,839	4,839	4,836		
Pegasus	18,006	17,545	17,543	17,544	17,547	17,547	17,546	17,543	17,544
White Tail Solar	755	3,824	3,805	3,794	3,767	3,748	3,729	3,719	3,692

Compliance Year	2025	2026	2027	2028	2029	2030	2031	2032	2033
3 Year Avg Retail Sales	(280,006)	(275,446)	(272,357)	(270,357)	(268,282)	(267,629)	(266,991)	(266,365)	(265,747)
Hedge Policy REC Target %	15.0%	15.0%	15.0%	15.0%	15.0%	50.0%	50.0%	50.0%	50.0%
Hedge Policy REC Requirement	(42,001)	(41,317)	(40,854)	(40,554)	(40,242)	(133,815)	(133,496)	(133,183)	(132,874)
VGP REC %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
VGP REC Requirement	0	0	0	0	0	0	0	0	0





GRAND HAVEN BOARD OF LIGHT AND POWER
GENERAL MANAGER'S REPORT
BOARD MEETING OF SEPTEMBER 25, 2025

5. B. The BLP Financial Statements and Dashboards for the month ending August 31, 2025, are provided for your information. These financial statements represent the BLP's financial position through 16.7% of the fiscal year.

Income Statement Budget Variance	
	<u>over(under)</u>
Total Charges for Service	\$ 523,655
Other Revenue	(27,991)
	495,664
Purchased Power	425,735
Departments Salary and Fringe	(63,582)
Departments Other	(77,149)
Other	30,521
	315,525
Depreciation	4,392
Non-Operating Revenue (Expenses)	128,702
Transfers to City of Grand Haven	36,458
Increase in Net Assets	<u>\$ 267,992</u>

INCOME STATEMENT

Total Charge revenues are 21% of annual budgeted revenues and 7% over budget. Kwh used YTD are 9% above budget. See below:

Retail Sales Budget Variance				
Kwh Over (Under) Budget	9.22%	4,964,104	Kwh	\$ 678,320
Sales\$ per Kwh Over (Under) Budget	-1.93%	\$ (0.00264)	per Kwh	\$ (154,950)
				<u>\$ 523,370</u>

Operating expenses are 20% of the annual operating expenses budget. All departments are under budget. However, purchased power, more than 70% of our operating expenses, was 11% above budget. Cooling for residential customers was the primary driving factor for this increase. We purchased 4,389 Mwbs more energy than was budgeted for. See below:

Purchased Power Budget Variance				
Kwh Over (Under) Budget	7.95%	4,389,439	Kwh	\$ 311,650
Cost Over (Under) Budget per Kwh	2.70%	\$ 1.91412	per Kwh	\$ 114,086
				<u>\$ 425,736</u>

GRAND HAVEN BOARD OF LIGHT AND POWER
GENERAL MANAGER'S REPORT
BOARD MEETING OF SEPTEMBER 25, 2025

To note: Purchases of power and retail sales do follow a different timeline as the sales are billed in the following month, and purchases are current. This balances out over the year but can create variances at the beginning of the fiscal year.

Year-to-Date **Renewable Energy Purchases equal 13,276,031 Kwhs, or 22.3%, of total power purchases.**

The Increase in Net Position year to date is equal to \$1,776,946.

BALANCE SHEET

Cash and Cash Equivalents are \$27,159,508. This does not include funds set aside for remediation, bond funds and working capital held with MPIA and MPPA. A budgeted deposit of 1.2 million dollars was made in August. Current cash balance falls above the established minimum cash reserve.

The **Capital Plan** approved for FY26 was \$6,152,000. As of August 31, 2025, 10% of the budgeted capital projects have been disbursed.

6. A. Approve Purchase Orders – There are four (4) Purchases Order totaling **\$293,164** on the regular agenda.

The PO number, contractor name, associated dollar value, and short description of this item are listed on the agenda.

I, or an appropriate staff member, can answer any further questions you may have regarding these items.

All applicable purchasing policy provisions associated with these items were followed. Capital planning or budgeted funds are available. Staff is recommending approval of these Purchase Orders. (Board action is requested).

RS/dm

Attachments 9/19/25

Electric Service Rules, Standards & Rates - Material Updates

- Article 3 – Customers Responsibilities
 - o After hours \$100 investigation fee
- Article 4 – Residential Late Payment Penalty & Shutoff
 - o Update Shutoff Notice language to match state law
 - o Update Shutoff procedures to match state law
 - o Removed door tags due to remote shutoffs
 - o Updated reconnect charges and language (remote or non-remote)
 - o Added \$50 additional deposit after disconnect up to 2 x standard deposit
 - o Updated Cooling Season Shutoffs (weather)
 - o Added Heating Season Shutoffs (weather)
 - o Added Winter Protection Payment Plan (state law)
 - o Added Military Shutoff Protections
 - o Removed Hometown Helping Hand and added LIEAF
- Article 5 – Non-Residential Late Payment Penalty & Shutoff
 - o Updated reconnect charges and language (remote or non-remote)
 - o Added additional deposit after disconnect up to 2 x standard deposit
- Article 6 – Dispute & Complaint Procedures
 - o Added complaint procedure
- Article 7 – Deposit & Collection Procedures
 - o Simplified residential deposits
 - 2 months average bill or \$200 minimum deposit
 - Deposit not location dependent
 - Deposit not lien waiver dependent
- Article 9 – Metering and Metering Equipment
 - o All meters must be outdoors
 - o Customer requested meter testing fee increased from \$35 to \$75
- Article 11 – Temporary Service
 - o Temp service charge increased from \$250 to \$300
- Article 13 – 22 (Rates)
 - o Changes were approved in July



Grand Haven Board of Light & Power

Electric Service Rules, Standards & Rates

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Article I. CHARACTER OF SERVICE

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.

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 tampering with BLP equipment, 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 their 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 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.

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

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

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, repair 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 the 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 more than 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 their 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:

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.

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:

The BLP shall offer extended payment arrangements for delinquent amounts not in dispute which are 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. Payment arrangements shall not be available to any customer who defaulted on the terms of a payment plan within the past 12 months.

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 1-855-940-3860, 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 or their banking information printed on bank letterhead. 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 budget accounts is conducted routinely. Budget adjustments will be made as deemed appropriate.
- (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, or tampering with BLP equipment. 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, repair, 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-approved tags to assure individual units are properly metered. The BLP will not set the meters until the lines are identified and all meter sockets are labelled with permanent metal or engraved plastic tags. 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

The BLP will make all reasonable efforts to restore service to customers as soon as possible. However, if a customer requests the BLP to respond after hours and it is determined that the cause of the issue is the customer's responsibility the BLP may charge a \$100 investigation fee.

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

Section 3.05 Storm Recovery

When an "Act of Nature" such as storms, high winds, ice, or other severe weather conditions create power outages, BLP crews will respond as required to restore service. This restoration process may include trimming or removing trees and vegetation necessary to safely restore power. The BLP is not responsible for any damage to landscaping or simple structures such as fences, sheds, etc., caused by an act of nature or sustained during the emergency restoration work. The cleanup and removal of debris left by storms or emergency restoration work is the responsibility of property owners.

Article IV. RESIDENTIAL LATE PAYMENT PENALTY AND SHUTOFF

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 their 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) 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. 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.

G. 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 shut off of service.
- (3) The date on or after which service may be shut off unless the customer takes appropriate action.
- (4) That the customer has the right to enter into a payment plan for an amount owed that is not in dispute and the customer is unable to pay in full.
- (5) The telephone number and address where the customer may make inquiry, enter into a payment plan, or file a complaint.
- (6) 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.
- (7) That during the heating season the BLP will postpone shutoff of service if the customer is an eligible low-income customer that enters into a winter protection payment plan and provides documentation that the customer is actively seeking assistance from an energy assistance program.
- (8) That the customer can call 211 for financial assistance.
- (9) That if the disconnection of service will be done remotely, a BLP representative will not visit the premises before disconnection.

H. 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 Monday through Friday between the hours of 8 a.m. and 4 p.m.

I. Service shall not be shut off on a day, or a day immediately preceding a day, when services cannot be restored.

- J. 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.
- K. 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 remotely:
 - a. Within one week of disconnect \$50.00
 - b. After one week from disconnect \$100.00
 - ii. Charge for restoring service which has been disconnected manually:
 - a. During business hours \$100.00
 - b. After business hours \$300.00
 - (3) After each disconnect for nonpayment, an additional security deposit of \$50 shall be required for rental properties up to a maximum of two times the standard deposit.
- L. 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

If the temperature forecast for the current day OR the following day is 95 degrees or greater, customers will not be disconnected on the current day. On Fridays, customers will not be disconnected if the forecast is for 95 degrees or greater for Friday, Saturday or Sunday.

Section 4.04 Heating Season Shutoffs

If the temperature forecast for the current day OR the following day is 0 degrees or lower, customers will not be disconnected on the current day. On Fridays, customers will not be disconnected if the forecast is for 0 degrees or lower for Friday, Saturday or Sunday.

Section 4.05 Winter Protection Payment Plan

- A. Service shall not be shut off to an eligible customer during the heating season for nonpayment of a delinquent account if the customer is an eligible senior citizen customer or if the eligible customer enters into a winter protection payment plan.

The BLP shall make efforts to identify senior citizen customers in the ordinary course of business.

- B. A winter protection payment plan is an agreement by the customer to pay a monthly amount equal to 7% of their estimated annual bill, or other terms mutually agreed upon by the customer

and BLP, November through March. The eligible customer must demonstrate within 14 days of requesting shut-off protection that they have applied for heating assistance. If an arrearage exists at the time an eligible customer applies for protection from shutoff of service during the heating season, the BLP shall permit the customer to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent heating season.

- C. At the end of the protection period, in addition to their regular monthly bills, customers must pay off any money owed from the winter months.
- D. If a customer fails to comply with the terms and conditions of a winter protection payment plan, service may be shut off following the delivery of a notice containing the following information:
 - (1) That the customer has defaulted on the winter protection payment plan.
 - (2) The nature of the default.
 - (3) That unless the customer makes the payments that are past due within 10 days of the date of mailing, service may be shut off.
 - (4) The date on or after which the service may be shut off if the customer does not take appropriate action.
 - (5) That the customer may dispute the claim before the date of the proposed shut off following the BLP's dispute procedure.
 - (6) That shut off of service will not occur pending the resolution of a filed dispute.
 - (7) The telephone number and address where a customer may make inquiry, enter into a payment plan, or file a complaint.
 - (8) That energy assistance may be sought by calling 2-1-1.
 - (9) That shut off will be postponed if a medical emergency exists at the customer's residence.
 - (10) That a deposit and reconnection fee may be required if service is shut off for nonpayment.

Section 4.06 Shutoff of Critical Care Customers or Medical Emergency

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. Annually, shutoff extensions shall not total more than 126 days per household.

Section 4.07 Military Shutoff Protections

Shutoff shall be postponed for up to 90 days if the customer or their spouse is called to full-time active military service by the President of the United States or the Governor of the State of Michigan during a time of declared national or state emergency or war. The customer shall provide verification of the call to active-duty status sufficient to the BLP to qualify for this protection. In its sole discretion, the BLP can provide one or more extensions to the active-duty customer. The active-duty customer shall notify the BLP of the end of their active-duty status as soon as that status is known.

Unless waived by the provider, this shut-off protection does not waive the obligation of the active-duty customer to pay for services received during their time of service.

Section 4.08 Definitions

- (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.
- (3) “Heating season” means November 1 through March 31.
- (4) “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, that would be immediately life threatening by an interruption of utility service.
- (5) “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.
- (6) “Eligible Customer” means either an eligible low-income customer or an eligible senior citizen customer who demonstrates their eligibility.
- (7) “Eligible Low-Income Customer” after October 1, 2025, means a customer whose household income is not more than 60% of the state median income or who receives any of the following: assistance from a state emergency relief program, food stamps, or Medicaid.

Section 4.09 Public Act 95 Low-Income Energy Assistance Fund (LIEAF)

- 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. The act was then amended and approved on April 24, 2025. Act 95 provides that the Michigan Public Service Commission (“Commission”) (MPSC) may annually approve a low-income energy assistance

funding factor no later than May 1 of each year for the subsequent fiscal year. The amendment in April of 2025 then required that an electric utility that opts out of the fund, ensure that the funds available for energy assistance programs established under this subsection are sufficient to provide assistance to all eligible customers who apply. They will provide assistance to their residential customers with both electric and home heating. Refer to Section 22.01 for more information on calculating the surcharge.

- B. The Grand Haven Salvation Army administers the LIEAF program for the BLP.
- C. The BLP shall provide information regarding available energy assistance to customers at least annually.

Article V. NON-RESIDENTIAL LATE PAYMENT PENALTY & SHUTOFF

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 Monday through Friday between the hours of 8 a.m. and 4 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. 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.

- E. 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 remotely:
 - a) Within one week of disconnect \$50.00
 - b) After one week from disconnect \$100.00
 - ii. Charge for restoring service which has been disconnected manually:
 - a) During business hours \$100.00
 - b) After business hours \$300.00
 - (3) After each disconnect for nonpayment, an additional deposit of one average monthly bill for the customer will be required, up to a maximum two times the standard deposit.
- F. 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 AND COMPLAINT PROCEDURES

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, they may then request a hearing with the Finance 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 regularly scheduled Board Meeting.

Section 6.02 Complaint Procedure

- A. If a customer believes the BLP is in violation of Act 3 of 1939 as amended and the customer's service was shut off improperly, the customer may file a complaint with a Customer Account Representative.
- B. The Customer Account Representative shall review the decision to shut off the customer's service. If the Customer Account Representative finds that the service was improperly shut off, they shall restore service to the customer and refund any improperly assessed fees or penalties.
- C. If the Customer Account Representative finds that the shut off was proper, it shall refer the complaint to the Finance Manager. If the Finance Manager finds that the shutoff was proper, the BLP shall inform the customer of the decision.

Article VII. DEPOSIT AND COLLECTION PROCEDURES

Section 7.01 Deposits

A. Residential:

- (1) A cash security deposit of two-months average residential bill, or \$200.00 minimum, is required of a customer renting a residential property.
- (2) Customer must present a copy of the signed lease agreement in order to start service at a rented property.
- (3) 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) Customer must present a copy of the signed lease agreement in order to start service at a rented property.
- (3) 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 BLP 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 the required deposit.
- (4) 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.

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. CUSTOMER DATA PRIVACY

Section 8.01 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 8.02 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 8.03 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 8.04 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 8.05 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 8.06 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 IX. METERING AND METERING EQUIPMENT

Section 9.01 General

- A. The customer shall provide, free of expense to the BLP and close to the point of service entrance, a space suitable to the BLP for the installation of any necessary metering equipment on the exterior wall of the structure. 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, 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, multiple meter socket service equipment, and service cable.
 - (2) The metering and customer's service equipment for multiple occupancy buildings where several floors, apartments, stores, etc., are rented separately, shall be grouped in a common BLP approved outdoor 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 or engraved plastic tags 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 the correct identification of each metered service. 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 9.02 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 9.03 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 9.04 Customer Requested Meter Testing

A fee of \$50 for single phase meters and \$75 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 9.05 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 9.06 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 to 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 to 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 X. DISTRIBUTION SYSTEM EXTENSIONS

Section 10.01 General

- A. Subject to the conditions herein provided the 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) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 10.02 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.

Section 10.03 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 10.04 Commercial and Industrial Single and Three Phase Overhead 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 10.05 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, multiple meter socket service equipment, and service cable.
- 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, as described in Article IX – Metering and Metering Equipment. 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 10.06 Commercial Underground Extensions

- A. For all commercial construction requesting underground secondary voltage 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 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 their own three phase disconnecting means and will provide their own fusing and protection.
- (3) If connecting to an underground system, at the BLP's option, the customer may incorporate his disconnecting means and/or fusing at the BLP's tap box or metering module.

- (4) If connecting to an overhead system, the customer will provide their 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 their 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 six 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 \$100 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.
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 XI. TEMPORARY SERVICE

Section 11.01 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 meter socket and 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	11.01 A.2	\$300 within service area.
Overhead Temporary Service Fee for lengths greater than one span	11.01 A.5	Costs to install and remove temporary facilities.
Underground Temporary Service Fee for up to 10 feet of underground secondary	11.01 A.3	\$300 within service area.
Extended Underground Temporary Service Fee for service greater than 10 feet from existing facilities	11.01 A.5	Costs to install and remove temporary facilities.

Article XII. USE OF BLP EQUIPMENT

Section 12.01 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 XIII. RESIDENTIAL SERVICE

Section 13.01 Available

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

Section 13.02 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 13.03 Character of Service

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

Section 13.04 Monthly Rates

- A. Service Charge: \$20.00 per customer per month
- (1) Senior Citizen Service Credit: \$5.00 discount for senior citizens 65 years of age or older
 - (2) Energy Charge: 11.57 cents per kWh for all energy used
 - (3) Environmental Remediation Surcharge: *See Surcharges Article XXII
 - (4) Low-Income Energy Assistance Surcharge *See Surcharges Article XXII
 - (5) Energy Waste Reduction Surcharge *See Surcharges Article XXII

Section 13.05 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 13.06 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 13.07 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 13.08 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. An account must be paid in full to be eligible to switch to manual meter reads.

Article XIV. GENERAL SERVICE LARGE- PRIMARY

Section 14.01 Available

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

Section 14.02 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 14.03 Character of Service

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

Section 14.04 Monthly Rates

- A. Service Charge: \$625.00 per customer per month plus:
 - (1) Demand Charge:
 - i. \$15.75 per kW for all kW of On-Peak billing demand
 - ii. \$4.50 per kW for all kW of maximum billing demand
 - (2) Energy Charge:
 - i. 6.67 cents per kWh for all kWh consumed during the On-Peak period
 - ii. 5.55 cents per kWh for all kWh consumed during the Off-Peak period
 - (3) Environmental Remediation Surcharge: *See Surcharges Article XXII
 - (4) Low-Income Energy Assistance Surcharge *See Surcharges Article XXII
 - (5) Energy Waste Reduction Surcharge *See Surcharges Article XXII

Section 14.05 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 14.06 Metering

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

Section 14.07 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 14.08 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 14.09 Billing Demand

The on-peak billing demand shall be the kW supplied during the 15-minute period of maximum use during the on-peak hours during the billing period, but not less than 60% of the highest on-peak demand established during the preceding 11 months, nor less than 100 kW. The maximum demand shall be the kW supplied during the 15-minute period of maximum use during the billing period whether on-peak or off-peak, but not less than 60% of the highest maximum demand established during the preceding 11 months, nor less than 100 kW.

Section 14.10 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 14.11 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 XV. GENERAL SERVICE LARGE- SECONDARY

Section 15.01 Available

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

Section 15.02 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 15.03 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 15.04 Monthly Rates

- A. Service Charge: \$250.00 per customer per month plus,
 - (1) Demand Charge: \$17.00 per kW for all billing demand
 - (2) Energy Charge: 7.66 cents per kWh for all energy used
 - (3) Environmental Remediation Surcharge: *See Surcharges Article XXII
 - (4) Low-Income Energy Assistance Surcharge *See Surcharges Article XXII
 - (5) Energy Waste Reduction Surcharge *See Surcharges Article XXII

Section 15.05 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 15.06 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 15.07 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 15.08 Minimum Billing Demand

The billing demand shall be determined by measurement and shall be the kW supplied during the 15-minute period of maximum use during the billing period, but not less than 60% of the highest demand established during the preceding 11 months, nor less than 10 kW.

Section 15.09 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 15.10 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 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 PRIMARY

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 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 16.03 Character of Service

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

Section 16.04 Monthly Rates

- A. Service Charge: \$170.00 per customer per month plus:
- (1) Energy Charge: 13.24 cents per kWh for all energy used
 - (2) Environmental Remediation Surcharge: *See Surcharges Article XXII
 - (3) Low-Income Energy Assistance Surcharge *See Surcharges Article XXII
 - (4) Energy Waste Reduction Surcharge *See Surcharges Article XXII

Section 16.05 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 16.06 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 16.07 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 XVII. GENERAL SERVICE SECONDARY

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 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 17.03 Character of Service

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

Section 17.04 Monthly Rates

- A. Service Charge: \$39.00 per customer per month plus,
 - (1) Energy Charge: 13.29 cents per kWh for all kWh
 - (2) Environmental Remediation Surcharge: *See Surcharges Article XXII
 - (3) Low-Income Energy Assistance Surcharge: *See Surcharges Article XXII
 - (4) Energy Waste Reduction Surcharge: *See Surcharges Article XXII

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. LIGHTING SERVICE

Section 18.01 Available

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

Section 18.02 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 18.03 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 kilowatts 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 18.04 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 18.05 Monthly Rates (Customer Owned/BLP Maintained Equipment)

A. Energy Charge: 17.39 cents per kWh for all kWh.

- (1) Environmental Remediation Surcharge: *See Surcharges Article XXII
- (2) Low-Income Energy Assistance Surcharge: *See Surcharges Article XXII

Section 18.06 Monthly Rates (Customer Owned and Maintained Equipment)

A. Energy Charge: 10.98 cents per kWh for all kWh.

- (1) Environmental Remediation Surcharge: *See Surcharges Article XXII
- (2) Low-Income Energy Assistance Surcharge: *See Surcharges Article XXII

Section 18.07 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 18.08 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 18.09 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 XIX. MUNICIPAL SNOWMELT PUMPING RATE

Section 19.01 Available

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

Section 19.02 Applicable

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

Section 19.03 Character of Service

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

Section 19.04 Monthly Rates

A. Service Charge: \$39.00 per month

- (1) Electrical Energy Charge: 9.24 cents per kWh for all kWh used
- (2) Environmental Remediation Surcharge: *See Surcharges Article XXII
- (3) Low-Income Energy Assistance Surcharge *See Surcharges Article XXII
- (4) Energy Waste Reduction Surcharge *See Surcharges Article XXII

Section 19.05 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 19.06 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 19.07 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 XX. GREEN ENERGY RIDER

Section 20.01 Character of Service

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

Section 20.02 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 20.03 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 XXI. NET METERING SERVICE RIDER

Section 21.01 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 21.02 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 21.03 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 21.04 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. The BLP, at its own expense, shall install a generator meter to monitor the flow of electricity.

Section 21.05 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 participation in the net metering service rider as follows:

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

Section 21.06 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. In no case shall the credit per kWh exceed the sum of the applicable energy charges during any given time period.

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

Section 21.07 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 energy charges. 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 21.08 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).

Article XXII. SURCHARGES

Section 22.01 Low-Income Energy Assistance Fund (LIEAF)-PA95

A LIEAF is a fund set up for a State of Michigan mandated program beginning with September 2025 billing cycle. The program year is from October 1 to September 30. The LIEAF surcharge is calculated each year based on the LIEAF surcharge set by the Michigan Public Service Commission (MPSC). The amount charged for the next year to the BLP customer will be no more than the MPSC LIEAF surcharge minus BLP's fund balance as of May 1.

*The LIEAF surcharge for the program year 2026 will be \$0.41 per meter per month.

Section 22.02 Energy Waste Reduction Program (EWR)-PA229

The EWR surcharge is a State of Michigan mandated surcharge required with December 2025 billing cycle for the calendar year. The EWR surcharge is calculated each year based on the anticipated annual cost of the program to the BLP.

*The EWR surcharge for the calendar year 2026 will be:

Rate RS, Residential	\$2.00 per meter per month
Rate GSS, General Service-Secondary	\$5.00 per month per month
Rate GSP, General Service-Primary	\$56.00 per month per month
Rate GSLS, General Service-Large Secondary	\$44.00 per month per month
Rate GSLP, General Service-Large Primary	\$700.00 per month per month

Section 22.03 Environmental Remediation Surcharge (ER)

The ER Surcharge is a Board approved surcharge implemented in July 2023 to fund necessary SIMS Site combustion coal residual cleanup activities. The ER surcharge is intended to collect \$1,000,000 each year.

*The ER surcharge was effective in July 2023 will be \$.0035 per Kwh.



Grand Haven Board of Light & Power

1700 Eaton Drive, Grand Haven, MI 49417

616-846-6250 | ghblp.org

Board Members:
Michael Westbrook, Chairperson
Todd Crum, Vice Chairperson
Kurt Knoth
Phil Polyak
Micheal Welling

Board of Light and Power

1700 Eaton Drive
Grand Haven, Michigan 49417
616-846-6250



SCHEDULE OF MEETINGS

The Board of Directors of the Board of Light and Power holds regularly scheduled meetings which are open to all members of the public under Michigan's Open Meeting Act. Meetings are held at 1700 Eaton Drive, Grand Haven, Michigan and are scheduled to begin at 6:00 p.m.

During the 2026 calendar year, the Board of Light and Power has scheduled regular meetings for the following dates and times:

DATE	MEETING TYPE	START TIME	LOCATION	NOTATIONS
January 15 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
February 23 rd	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	4 th Monday
March 26 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	4 th Thursday
April 16 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
May 21 st	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
June 18 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
July 16 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
August 20 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
September 17 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
October 15 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
November 19 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	
December 17 th	Regular Board Meeting	6:00 p.m.	1700 Eaton Drive	

The Board of Light and Power will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities. The materials will be made available at the meeting/hearing upon three days' notice to the Board of Light and Power. Individuals with disabilities requiring auxiliary aids or services, as well as individuals requesting information, should contact the Board of Light and Power by writing or calling:

Danielle Martin
Administrative Services Supervisor
Board of Light and Power
1700 Eaton Drive
Grand Haven, MI 49417

Phone: (616) 607-1262; TDD (Michigan Relay Center) Call 1-800-649-3777 and request 616-846-6250, ext. 1262.

DM

Board Members:
Michael Westbrook, Chairperson
Todd Crum, Vice Chairperson
Kurt Knoth
Phil Polyak
Mike Welling

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SCHEDULE OF MEETINGS

The Board of Directors of the Board of Light and Power holds regularly scheduled meetings which are open to all members of the public under Michigan's Open Meeting Act. Meetings are held at 1700 Eaton Drive, Grand Haven, Michigan and are scheduled to begin at 6:00 p.m.

During the 2026 calendar year, the Board of Light and Power has scheduled regular meetings for the following dates and times.

Annual agenda items are listed during the month in which they typically occur.

DATE	NOTATIONS / ANNUAL AGENDA ITEMS
January 15 th	• Strategic Planning Kick Off
February 23 rd	• MPPA Business and Credit Risk Assessment
March 26 th	• Initial Power Supply Budget • PA 95 (Low Income Energy Assistance Fund)
April 16 th	• Initial Capital Plan and Expense Budget • Strategic Goals Update - Annual Reliability Presentation • Strategic Planning Work Session
May 21 st	• Budget and Capital Plan Approval • Customer Satisfaction Survey Presentation • Schedule General Manager's Performance Review • Strategic Planning Draft
June 18 th	• Conduct General Manager's Performance Review • Collective Bargaining Agreement • Approval of Strategic Plan • Fiscal Year End Write Offs • APPA National Conference (held this month)
July 16 th	
August 20 th	
September 17 th	• Next Calendar Year Board Meeting Schedule • MMEA Annual Conference (held this month)
October 15 th	• Strategic Goals Update • Annual Audit Report • Board Orientation Binder Update • Public Act 152 (Publicly Funded Health Insurance Contribution Act)
November 19 th	• Election of Board Chair and Vice Chair
December 17 th	

MULTI-YEAR AGENDA ITEMS

- Business Readiness Risk Assessment (Last conducted in 2021)
- Cost of Service Study (Last conducted in 2025)
- Renewable Energy Plan (Every 2 years in February- last done 2025)
- Energy Waste Reduction Administration (Last awarded in June 2025 with a 2-year commitment)



Grand Haven Board of Light & Power

JOIN US FOR AN OPEN HOUSE!



Thursday, October 9th, 3:30pm-6:00pm
1700 EATON DR, GRAND HAVEN, MI, 49417

COME CELEBRATE PUBLIC POWER WEEK WITH US!

Enter for a chance to win a free wi-fi smart thermostat!

*Bring your questions, your feedback, and
your community spirit!*



Grand Haven Board of Light & Power

JOIN US FOR AN OPEN HOUSE!

Thursday, October 9th, 3:30pm-6:00pm
1700 EATON DR, GRAND HAVEN, MI, 49417



Activities include:

- Kids' Coloring – Creative fun for children
- Touch-a-Truck Experience - Climb aboard and explore a bucket truck and digger derrick up close
- Power Town Display - Learn about electrical safety from utility field crews
- "Ask the BLP" Booth - Get your questions answered and sign up for SmartHub & Text Alerts
- Guided Building Tours – Behind-the-scenes look at our office, electrical shop, and facilities
- Customer Appreciation Table – Stop by for giveaways and our heartfelt thanks to the community
- Photo Station – Snap a pic with BLP props and hard hats to remember the day!

COME CELEBRATE PUBLIC POWER WEEK WITH US!