TRAVERSE CITY LIGHT & POWER

Investing Our Energy In You

Rules & Regulations For Electric Services



BOARD APPROVAL
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Revision Sheet

Date	Section	Change
3/6/2025	Schedule of Fees & Allowances	Clarified fee for Service Disconnect/Reconnect for Non-Pay – Line Crew Required
4/7/2025	Line Extensions	Change in Customer's Equipment or Load moved from Section g to Section a
5/20/2025	Line Extensions - Lighting	Housekeeping issues in Section f regarding conditions when lighting may be installed
8/5/2026	Definitions/Metering/Bills and Payments	Expanding description of Time-of-Use Rates
10/19/2026	Termination of Service	Clarification of hours for After-Hours Non-Payment Reconnections in Section f

Table of Contents

Definitions 6

General Provisions 10

- **a. Subject to Provisions** 10
- **b. Breach of Rules** 10
- **c. Conflict** 10
- **d. Customer Complaints** 10
- **e. Approval Authority** 10

Characteristics of Service 11

- **a. Available Service Configurations** 11

Requesting Service 12

- **a. Assuming or Disconnecting Existing Service** 12
- **b. New or Upgraded Service** 12
- **c. Refusal of Service** 13
- **d. Privacy Policy Regarding Customer Information** 13

Line Extensions 15

- **a. General Rules and Requirements** 15
- **b. Temporary Service** 16
- **c. Residential Extensions** 16
- **d. Non-Residential Extensions** 16
- **e. Extensions to Planned Developments** 17
- **f. Lighting** 17
- **g. Items Not Included in Extension Allowances** 17
- **h. Scheduling and Timeline For Construction** 18

Use and Maintenance of Service 19

- **a. General** 19
- **b. Power Shortage and Interruptions** 19
- **c. Power Quality** 19
- **d. Power Factor** 20
- **e. Maintenance, Access, and Damage to Customer Property** 20
- **f. Potential Sources of Backfeed** 21
- **g. Disconnect/Reconnect** 21
- **h. Tampering and Theft** 22

i. Tree Trimming 22
Metering 23
a. General 23
b. Meter Application 23
c. Metering Installations 23
d. Metering Accuracy 23
e. Meter Testing Equipment 24
f. Meter Testing 24
g. Determination of Metering Errors 24
h. Billing Adjustments for Meter Errors 25
Bills and Payments 25
a. Establishment of Rates 25
b. Choice of Rates 25
c. Billing Format 26
d. Responsibility for Payments of Bills 26
e. Customer Charge 27
f. Estimated Consumption 27
g. Customer Deposits 27
h. Lien as a Security for the Collection of Service Charges 29
i. Placement on Tax Rolls 29
j. Protection of Landlord, Notice of Lease and Security Deposit 29
k. Budget Payment Plan 29
l. Where Payable 30
n. Late Payment Penalty 30
o. Returned Checks 30
p. Payment Arrangements 31
q. Customer Requested Meter Test 31
r. Billing Adjustments 31
s. Disputed Bills 32
t. Hearings 32
u. Bankruptcy 33
Termination of Service 34
a. General 34

b. Residential Customer General Shutoff Rules 35
c. Cooling Temperatures Shutoff 38
d. Heating Season Shutoff 38
e. Shutoff for Critical Care Customers 38
f. After-Hours Non-Payment Reconnections 38
Customer Accommodations 39
a. Customer-Requested Accommodations 39
b. Overhead to Underground Conversions 39
c. Contribution in Aid of Construction 39
Distributed Energy Resources and Customer-Owned Generation 40
a. Description 40
b. Eligibility 40
c. Application and Enrollment 40
d. Metering Requirements 40
e. Net Billing 40
f. Net Metering 41
g. Customer Responsibilities 41
Schedule of Fees & Allowances 42

Definitions

Accommodation – *Customer*-requested work that does not have an *Extension Allowance*, such as relocation or removal of facilities, conversion of overhead lines to underground, conversion of an existing *service* to a different voltage when not required due to load additions, non-standard construction, or routes.
Backfeed – Sources of energy such as a *Customer*-owned generator, solar panels, or battery storage that have the potential to re-energize *TCLP* distribution lines, which creates a hazardous condition for *Company* employees, the Customer and the public.
Bidirectional Metering –A type of electric *Meter* that can measure electrical energy flow in two directions: (1) from the grid to the *Customer* and (2) from the *Customer* back to the grid. In simple terms: It tracks both the electrical energy used from the grid and the excess electrical energy generated by the *Customer* and sent back to the grid. For example: During the day a *Customer*'s solar panels may generate more power than they use, and that extra power flows back to the grid. At night, they might draw power from the grid. A *Bidirectional Meter* measures both, allowing for *Net Metering* or *Billing*.
Board – the Traverse City Light and Power Board of Directors
Company – In this manual it refers to Traverse City Light and Power. Synonymous with '*TCLP*'
Consumption Data – Electrical energy consumption information from a *TCLP Meter* that indicates quantity of *service* and some of which are used as billing determinants. This can include time-based values for kW demand, kWh consumption, kvar, etc.
Contribution in Aid of Construction (CIAC) – The portion of Extension-related project costs which exceed the *Extension Allowance* that are to be paid by the *Customer*. This amount is non-refundable.
Contribution Margin – Cost of service revenue less purchase power costs and any City fees. This will be used to calculate *Contribution in Aid of Construction* and will be calculated using present value. It is based upon load information provided by the *Customer*.
Critical Care Customer - 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 *TCLP* identifying the medical equipment or life-support system and certifying that an interruption of *service* would be immediately life threatening.
Current Transformer (CT) – *TCLP*-owned devices that reduce the current to a *Meter* to a usable level via a known ratio.
Customer – Party (or their agent) currently receiving or requesting *TCLP Electric Service*.
Customer-Owned Equipment - Includes facilities owned by the *Customer*, such as *Service* disconnect, *Meter Base*, *Service* entrance, etc., typically beyond the *Point of Delivery*.
Customer-Owned Generation – Electric generation equipment (e.g., solar panels, wind turbines) owned, operated and maintained by *TCLP* Customers as *Distributed Energy Resources*.
Disconnect/Reconnect – A temporary disconnection and later reconnection of *Service* requested by the *Customer*, typically to allow for them to work on the *Customer-Owned Equipment*.
Distributed Energy Resources (DER) – Small scale devices and technologies that either generate or store energy and are connected to an electric distribution system. Most commonly these are found on the *Load Side* of Metering but may are also applicable to devices on the *Line Side*.
Electric Service – The delivery of electrical energy from *TCLP* to a *Customer*.
Electric Service Requirements Manual – Contains technical construction requirements for *Customers* requesting new or upgraded *service*, as well as requirements for accessibility and safety surrounding existing services. Located online at TCLP.org
Electrical Data – Data regarding electrical values, such as time-based voltage.

Electrical Inspector –The organization that issues electrical permits and performs inspections of *Customer*-owned service installations. In Grand Traverse County this is Grand Traverse County Building Department; in Leelanau County this is the Leelanau County Department of Building Safety. Synonymous with Electrical Inspection Authority Having Jurisdiction.

Eligible Low-Income Customer - A *Customer* whose household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services, or who receives any of the following:

(i) Assistance from a state emergency relief program.
(ii) Food stamps.
(iii) Medicaid.

Eligible Senior Citizen Customer - A *TCLP Electric Service Customer* who is 62 years of age or older and who advises the *Company* of his or her eligibility.

Extension Allowance - Costs of the project related to serving the *Customer* that *TCLP* may provide or allow without cost to the *Customer*. This portion will vary with the class of service requested. This does not include additional costs resulting from additional voltages or points of delivery, facilities installed to provide *Redundant Service*, Customer-requested *Accommodations*, or any *Customer*-requested facilities that deviate from *TCLP*'s standard construction methods or preferred route.

Flicker – Common term for fluctuations in delivered voltage, often caused by motor or compressor starts.

Guaranteed Monthly Minimum – This reflects the minimum total amount of a *Customer's* monthly bill for service at a unique service location for non-residential *Customers* under contract due to a *Line Extension* at that location. It is based upon the *Extension Allowance,* as well as any pre-existing consumption prior to the *Line Extension* in the case of load additions.

Heating Season – November 1 through March 31.

House Meter – A non-residential *Meter* that is used in multiple-occupancy buildings for common purposes such as irrigation, laundry rooms, common area lighting, or fire suppression.

Housekeeping – Document changes such as grammar, rewording, fonts/styles, or reorganization, typically for the purpose of clarification, improving communication, or codification of existing practices.

Idle Facilities – *TCLP*-owned equipment that is not currently being utilized to provide *service* to *Customers* or is not subject to existing agreements to remain in place.

Line Extension – New or upgraded *TCLP* facilities required to serve *Customer*-requested load.

Line Side – this typically refers to the *Company's* side of the metering. Sometimes referred to as 'Supply Side', 'Utility Side', or 'Source Side'.

Load Side – this is the *Customer's* side of the metering.

Medical Emergency - An existing medical condition of the *Customer* or a member of the *Customer's* household, as defined and certified by a physician or public health official on official stationery or *TCLP*-provided form, that will be aggravated by the lack of *Electric Service*.

Meter – A device that measures electrical consumption and/or demand over a period.

Meter Socket or Meter Base – Equipment that *Meters* are plugged into in order to measure electrical consumption and demand.

Mid-Peak Period – Hours designated between *on-peak* and *off-peak* periods.

Mobile Home – A prefabricated home with a permanent chassis for mobile transportation.

National Electrical Code (NEC) – Adoptable standard for electrical wiring of residential, commercial, and industrial building wiring, published by the National Fire Protection Association.

National Electrical Safety Code (NESC) – Standard for safe installation, operation and maintenance of electric *Transmission* and distribution lines as well as communication systems. Published by the IEEE.

Net Billing – a billing method that allows the *Customer* to be billed for inflow (energy

consumed) at standard retail rates and credited for outflow (excess energy generated and exported to the grid) at *TCLP*-approved rates.
Net Metering – a billing method that allows the *Customer* to receive credit for the electrical energy they generate and supply to the electrical system beyond that which they have consumed. *TCLP* has closed *Net Metering* to new requests.
Off-Peak Period: The hours designated in the applicable rate schedule during which demand on the electric system is generally lower.
On-Peak Period – The hours designated in the applicable rate schedule during which demand on the electric system is generally highest.
Overhead Service – *TCLP*-owned overhead lines supply *service* to *Point of Delivery*.
Planned Development – Areas where groups of buildings or dwellings may be constructed at or about the same time, such as subdivisions or *Mobile Home* parks.
Point of Delivery – The connection point between *Customer*-owned and maintained facilities and those facilities that are *TCLP*-owned and maintained. For overhead facilities, this is normally the connections just outside of the *Customer's Weatherhead*; for underground, this is typically at the termination of *TCLP*'s wire in the metering equipment.
Power Factor – The ratio of the real power (used to do work) to the total power (apparent power) flowing in an electrical system. It shows how efficiently electrical power is being used. A value of 1 (or 100%) means all the power is used effectively, while a lesser value means some power is wasted.
Processes - Established methods and procedures designed to ensure consistent and efficient delivery of services. They guide the execution of operational tasks without altering Traverse City Light and Power's (TCLP) established character of service, or the policies approved by the board. These processes are implemented to support, not replace or modify, existing service standards or governance frameworks.
Primary Voltage Service – Voltage at the *Point of Delivery* is greater than 600 volts. Metering equipment for *Primary Voltage Service* will be installed, owned, and maintained by *TCLP*.
Redundant Service – A full or partial backup source for an individual *Customer* typically requiring additional facilities or equipment.
Seasonal Service – *Service* that is turned off temporarily each year for periods requested by the *Customer*.
Secondary Voltage - Electrical system operated to 600 volts or less.
Service – Electrical energy supply service.
Service Conductors – *TCLP*-owned electrical conductors operated at 600 volts or less that connect the *Customer's* metering point to *TCLP*'s distribution system.
Service Entrance Conductors – *Customer*-owned conductors on the load side of the *Point of Delivery*.
Service Equipment – Equipment including, but not limited to, disconnects, *Meter Base*(s), or breaker panels owned by the *Customer* and connected to the *Customer*-owned conductors.
Shared Facilities – Equipment that feeds multiple *Customers*.
Simple Temporary Service – that which involves solely installation and removal of <100' of *Overhead Service*, or an *Underground Service* within 10' of the appropriate *TCLP* equipment as further described in the *Electric Service Requirements Manual* found at TCLP.org.
TCLP – Traverse City Light and Power, synonymous with the term *Company* in the Rules and Regulations
Temporary Service – that *Service* which is taken for less than 60 consecutive months.
Time-of-Use (TOU) Rate – A rate schedule under which electric energy charges vary depending upon the time of day, day of week, and/or season in which electricity is consumed.
Transmission Systems - electrical systems operated above 15,000 volts.
Underground Service – *TCLP*-owned underground lines supply *Service* to *Point of Delivery*.
Weatherhead – a weatherproof cap typically on the end of a *Customer*-owned mast or Raceway

where overhead-fed *Customer*-owned wires enter a building or continue on to feed metering equipment.

General Provisions

This document is applicable to situations involving receipt of *Electric Service* from Traverse City Light & Power (*TCLP*). The waiving or modification of the provisions herein is the sole authority of the *TCLP Board* or their specified assignees and may be changed at any time.

a. Subject to Provisions
Any persons receiving, applying for, or agreeing to receive, *Electric Service* from *TCLP* is subject to its Rules, Regulations and Rates, irrespective of the existence of a signed agreement for the *Service*. The act of applying or requesting electrical *Service* will indicate acceptance of the terms of the provisions and requirements of these *Rules and Regulations for Electric Service*, as well as those found in *TCLP*'s *Electric Services Requirements Manual*, and the *Company*'s published Rates, all of which are published on the *Company*'s website TCLP.org

b. Breach of Rules
TCLP may disconnect *Electric Service* to *Customers* when required due to safety issues, or when *Customers* are in breach of the *Rules and Regulations, Electric Service Requirements*, policies, procedures, or in accordance with the laws, codes, or ordinances. If the disconnect was a result of the *Customer* being in breach of Rules, Regulations, policies, procedures or in accordance with laws, codes or ordinances, reconnection fees may be applicable.

c. Conflict
In the event that there is a conflict between provisions within these Rules and Regulations and those found in individual rate schedules, the rate schedule provision shall apply.

d. Customer Complaints
Resolution for customer complaints will initially be handled by the TCLP Customer Service Department but may be allocated to other departments as deemed appropriate based upon the need or pertinence.

e. Approval Authority

i. Updates and Modifications to Rules and Regulations: Modifications or additions to the Rules and Regulations involving rates, fees, allowances, or that substantially change the nature of the *Service* provided to the *Customer* will require approval by the *TCLP Board*. Those involving *Processes* or document *Housekeeping* will require sole approval by the Executive Director or their designee.

ii. Line Extension Agreements: Approval of standard agreements related to *Line Extensions* and *Guaranteed Monthly Minimum* requirements will require approval by the Executive Director or their designee with the exception that the *TCLP Board* must approve any non-standard agreements, terms or rates that are not part of the standard rate schedules.

Characteristics of Service

a. Available Service Configurations

60 Hz, alternating current *Service* may be provided in the following configurations. Note that limiting *Service* loads are calculated by *TCLP* using standard procedures based upon *Customer* provided one-line diagrams and panel schedules. These may or may not match NEC calculations performed by engineering or electrical contractors. The below limitations are what *TCLP* calculates and do not relate to NEC load calculations or main breaker sizes.

# of Phases	Delivery Voltage	Wire Configuration	Limitations
Single	120 V	2 wire, grounded	7.2 kW; 1 HP
Single / Poly	120/208 V*	3 wire, grounded	500 kW; load distributed evenly on all phases
Single	120/240 V	3 wire, grounded	75 kW; 3 HP**
Three	120 V/208 Y	4 wire, wye grounded	500 kW
Three	120 V/240 Delta*	4 wire, grounded	100 kW
Three	277 V/480 Y	4 wire, wye grounded	1,250 kW
Three	7.97/13.8 kV*	4 wire, primary voltage	

**Only available when pre-approved by TCLP Designer*
***Larger HP allowed with TCLP Designer approval*

Requesting Service

a. Assuming or Disconnecting Existing Service

i. Requesting: *Customers* wishing to take over or disconnect existing *Electric Service* from *TCLP*, or that wish to make inquiries about billing statements must either call (231)-922-4940 or visit one of the *TCLP* Customer Service Centers located at either 1131 Hastings St. or 130 Hall St., Traverse City, MI. There are several rates available to *Customers* and the customer service representatives will inquire as to individual situations to make sure the best rate is available based on the information provided. When the *Customer* requests *Electric Services*, they will need to provide information such as name, spouse or roommate's name, service address, Social Security Number, Driver's License Number, valid lease agreement, employer and further verifying information as required by the Fair and Accurate Credit Transactions Act (FACTA).

ii. Usage without Signing up for Service: Anyone receiving *Service* who has not made proper application may have *Service* disconnected and shall be liable for charges and any applicable fees for the *Service* taken. In the event that there no *Customer* has signed up for *Service* after a tenant moves out and takes *Service* out of their name, the *Meter* will automatically revert back to the property owner/landlord.

iii. Account Holder Eligibility & Responsibility: *Services* established are to be in the name of the legal occupant of the property, i.e., the owner, legal tenant, property manager, or a guardian or personal representative if the owner or tenant should be incapacitated. Any *Service* set in the name of a person who becomes deceased will require the legal occupant of the property to have the *Service* changed to be in their name. When *Electrical Service* is requested, the *Customer* will need to provide information such as *Customer* name, spouse or roommate's name, service address, Social Security Number, Driver's License Number, valid lease agreement, employer and further verifying information as required by the Fair and Accurate Credit Transactions Act (FACTA).

iv. Past Due Accounts and Signing up: When a person requests that a residential *Electric Service* account be placed in his or her name, and where that person has resided at the address where the *Electrical Service* was provided and there is an outstanding past due amount, the *Customer* account name will only be changed upon payment in full of all past due amounts.

v. Signing up Where Service is Disconnected: If the existing *Electric Service* desired is disconnected, *TCLP* will make every effort to reconnect the *Service* as soon as practicable upon acceptance of the *Customer* application and after *Customer* has fulfilled any additional requirements of *Service* contained in the *Rules and Regulations for Electric Service* and the *Electric Service Requirements Manual*, if necessary. Note: Where *TCLP* has removed facilities that were idle, the *Service* will be treated as a new *Service*.

vi. Acknowledgement and Acceptance of Rules: Application for *Service* indicates acceptance of *TCLP*'s *Rules and Regulations for Electric Service*, as well as *Electric Service Requirements*.

b. New or Upgraded Service

Customers requesting new *Service*, or an upgrade of existing *Services* must fill out an application

that provides *TCLP* the information needed to design any necessary changes to electrical facilities to serve the load. The application also provides the *Customer* with information regarding the process. In some cases, more extensive plans and/or electrical load information will be requested. While a contractor or an electrician may fill the application out, it must be signed by the property owner.

Apply online at the link below:

Electric Service Form

NOTE: It is very important that Service applications be submitted to TCLP early in the process, as design, material, and construction lead times can vary. Additionally, Customers are responsible to notify TCLP in advance of adding equipment or electrical load that could negatively affect the Service to the Customer or others. TCLP will require information about the load being added in order to verify that its facilities are capable of handling the additional load. If damage is caused to TCLP equipment due to unannounced additional Customer loads, the Customer will be responsible for all costs associated with the repair or replacement of damaged equipment and no Line Extension Allowance will be applicable.

c. Refusal of Service

TCLP may refuse to make Electric *Service* available to any *Customer* with outstanding or delinquent accounts, or who has been responsible for damage to equipment or theft of electric consumption.

d. Privacy Policy Regarding Customer Information

i. Collecting *Customer* Information: *TCLP* may collect certain *Customer* information as part of providing *Electric Service*, such as the following:

1. Contact information that allows *TCLP* to communicate with *Customers* and provide billing, including name, spouse or roommate's name, service address, and telephone number.

2. Account information including billing and payment information, credit history, driver's license or state ID number, social security number, valid lease agreement and employer.

3. Verifying information as required by the Fair and Accurate Credit Transactions Act (FACTA).

4. *Electrical* and *Consumption Data* from *TCLP Meters* on the *Customer*'s *Electric Service*.

ii. Use and Retention of Information: *Electric Service* and *Customer* information will be collected, stored, transferred, processed, analyzed, and used in accordance with the *TCLP* guidelines and in compliance with applicable law, including the following:

1. *Electrical* and *Consumption Data* may be used in aggregate for planning and managing energy demands in the system.

2. Individual *Customer Electrical* and *Consumption Data* may be used to perform

electrical calculations for the purposes of verifying or designing *TCLP* facilities to adequately serve its *Customers*.

3. Individual *Electrical, Consumption* and billing *data* may be used to discuss consumption and billing activity with the *Customer*.

4. To plan, implement or evaluate energy assistance, demand response, energy management, electrification programs or energy waste reduction programs by *TCLP*, or its contractors, or as part of an authorized program conducted pursuant to state or federal statutes governing energy assistance.

5. Website cookie data for the purpose of analyzing traffic to the *TCLP* website.

6. *TCLP* will not sell *Customer* information to a third party for any purpose. In some instances, *TCLP* will disclose *Customer* Information with prior *Customer* authorization or when required by law. Such information will be reasonably limited to that required by law or reasonably necessary to fulfill a request compelled by law.

7. *TCLP* will retain *Customer* information in accordance with its record retention schedule.

8. Acceptance of Terms

9. Requesting *Service* from *TCLP* or use of the *Company* website will indicate *Customer* acceptance of *TCLP*'s Privacy Policy terms then in effect.

Line Extensions

a. General Rules and Requirements

The following rules are prescribed for extension or upgrade of electric facilities for all new single and multiple family residential homes, subdivisions, commercial and industrial developments, and for street and area lighting.

i. Application: *Customers* are required to submit a *Service* application including complete information on *Service* desired (e.g., phase, voltage, service entrance size, loads, drawings) before the design of *TCLP* facilities commences. Note that complex or larger projects may take more time to design and provide cost estimates to *Customers*.

ii. Agreements: *Customers* may be required to enter into a written agreement with *TCLP* describing the work to be performed to provide *Service*. This agreement will also identify any required *Contribution in Aid of Construction* to be paid by the *Customer*, any sitework to be performed by the *Customer* or their contractor, and any *Guaranteed Monthly Minimum Billing* if required for non-residential *Customers*. Except for *Temporary Services*, the property owner will be the entity required to sign the agreement.

iii. Underground Requirement: All new Primary Distribution, Secondary and *Service* extensions are to be installed underground with exceptions at the discretion of *TCLP*.

iv. Civil Work Responsibility: *TCLP* will perform all standard civil work for the installation including trench, conduit, backfill, and equipment foundation installation; however, this work may be performed by the *Customer* and costs excluded from the project upon prior *TCLP* approval. Any directional boring work required is considered non-standard civil work and is done at the expense of the *Customer*. Work and materials must meet *TCLP* standards and must be inspected and approved by *TCLP* prior to burial.

v. Long Lead Time/Expensive Materials: Projects involving long lead-time or expensive materials may require advance payment prior to purchasing of the materials. Installations are to be in accordance with *TCLP*'s *Electric Service Requirements* found online at TCLP.org.

vi. Customer Cost:

1. Where applicable, the project cost invoiced to the Customer by TCLP is referred to as *Contribution in Aid of Construction (CIAC)*. This is equal to the estimated cost of the work needed to bring *Service* to the *Customer* less the *Extension Allowance*.

2. This non-refundable payment is required in advance but may be billed after the fact for *Customers* located within the City limits of Traverse City.

3. When it is in the best interest of *TCLP*, the Executive Director may waive some, or all, of the *Contribution in Aid of Construction* and make accommodations as deemed appropriate by special circumstances.

vii. Easements and Rights-of-Way: The *Customer* must obtain, or provide at their expense, recordable easements using *Company* easement templates where required by *TCLP* for

the purposes of facility installation, maintenance, replacement, relocation, removal, and access. *TCLP* may require the *Customer* to bear the expense of any necessary permitting costs required for a *Line Extension*.

viii. Route Preparation: Prior to the installation of underground facilities, the *Customer* or developer must provide rough grading (within six inches of finished grade), free of obstruction. Permanent survey stakes indicating property lines must be installed and maintained, and *TCLP* stakes for equipment must be protected. The *Customer* must provide a suitable and accessible route for *TCLP* facilities to be installed, including space to meet *Company*-specified clearances.

ix. Changes: All additional project costs resulting from *Customer* design, scheduling, grade, or staking changes will be at the expense of the *Customer* and are not to be offset by *Extension Allowances*. These additional costs will be treated as an *Accommodation* and are non-refundable.

x. Change In *Customer's* Equipment or Load: *Customers* are required to notify *TCLP* of material changes in *Service* load or equipment to ensure that the *Company*'s facilities are adequate to serve prior to making the change.

xi. Reserved Capacity: *TCLP* is not obligated to reserve capacity in *Company*-owned equipment to serve a *Customer* in excess of the maximum recorded and billed *Customer* demand in the most recent 36 months, unless otherwise specified contractually.

xii. Ownership: Electrical equipment beyond the *Point of Delivery* is to be installed, owned, operated, and maintained by the *Customer*.

b. Temporary Service

i. Extension Allowance: There are no *Extension Allowances* for *Temporary Service*. A non-refundable *Contribution in Aid of Construction* for *Temporary Service* will include all estimated costs to install the *Service* and remove the *service* once no longer needed, less a salvage credit of materials if applicable. *Simple Temporary Services* will be charged the *Temporary Service* flat fee as shown in the Schedule of Fees & Allowances.

ii. Type of Service Available: Subject to government requirements, it will not be mandatory for any extensions or *Services* to be placed underground if, in *TCLP*'s judgement, such facilities would serve *Customers* having loads of temporary duration.

c. Residential Extensions

i. Extension Allowance: The *Extension Allowance* for each permanent residential *Meter* is defined in the section **Schedule of Fees & Allowances**. If the load for an individual residential *Customer* is <20kW, any transformers will be excluded. The *Customer* will be required to pay estimated project costs that exceed the *Extension Allowance*.

d. Non-Residential Extensions

i. Extension Allowance

1. Commercial/General Service/Commercial Demand Service: The *Extension Allowance* will be equal to three (3) years of estimated revenue added due to the project.

2. Industrial Service: The *Extension Allowance* for an industrial *Service* will be analyzed and calculated individually.

3. Proportionate Share of Added Capacity: When *Shared Facilities* must be upgraded in order to serve a non-residential *Customer's* project, the pertinent extension costs will be calculated by applying the parity of the additional capacity required by the *Customer* to the total added capacity of the new facilities.

4. Guaranteed Monthly Minimum Billing: *TCLP* may require the *Customer* to sign an agreement applying a *Guaranteed Monthly Minimum Billing* to the new/upgraded *Service* as per the Schedule of Fees and Allowances section of this document.

e. Extensions to Planned Developments

i. Extension Allowance

1. Commercial/Industrial Parks: There is no *Extension Allowance* for commercial/industrial parks. The *Customer* is to make a non-refundable *Contribution in Aid of Construction* equal to *TCLP*'s cost to make *Primary Voltage Service* available to each lot.

2. Residential Subdivisions and Mobile Home Parks: There is no *Extension Allowance* for residential subdivisions or *Mobile Home* parks unless *Meters* are being installed at the same time as the distribution system is being installed. The *Customer* is required to make a non-refundable *Contribution in Aid of Construction* equal to *TCLP*'s cost to make Secondary available to each lot.

f. Lighting

i. Extension Allowance

1. Streetlighting: The *Extension Allowance* is equal to the installation of one pole and one fixture per *TCLP*-owned streetlight requested.

2. Private Area Lighting: The *Extension Allowance* is equal to the installation of one pole, one fixture, and one span of overhead wire per *TCLP*-owned area light requested. New service is available to property owners only.

ii. Design

1. Lighting design is the responsibility of *TCLP* unless agreed to in advance. The designs are required to meet the Illuminating Engineering Society of North America (IESNA) Recommended Practice (RP3) where applicable, as well as local, state, and federal laws and ordinances.
2. TCLP will not install, own, or maintain lighting that does not have a TCLP-approved design, nor that which is installed on the *Load Side* of metering.

g. Items Not Included in Extension Allowances

i. *Customer*-Requested Modifications/Non-Standard Construction or Hours: *TCLP* designs projects with consideration given to safety, reliability, cost and aesthetics. Where preapproved by *TCLP*, additional costs relating to *Customer*-requested modifications to design, materials, or work hours outside of the *Company*'s standard hours are to be borne by the *Customer* requesting those modifications. This includes *Customer accommodations*, such as relocation of poles or converting to underground where not required by *TCLP* Engineering.

ii. Redundant Service: There is no *Extension Allowance* for *Customer*-requested *Redundant Service*. In the event that a *Customer* requests, and *TCLP* decides to pursue *Redundant Service,* it will be handled under special contract. The *Customer* is to make a *Contribution in Aid of Construction* equal to *TCLP*'s cost required to provide any level of *Redundant Service* to the *Customer*. *TCLP* may choose to provide levels of redundancy as necessary to improve reliability without cost to the *Customer* at *TCLP*'s discretion.

h. Scheduling and Timeline For Construction

TCLP will make efforts to accommodate *Customer* construction schedules as much as possible. Construction delays can arise due to resources constraints (design or construction labor, material or equipment availability), weather, other work in the queue, job site readiness and accessibility. Scheduling questions should be directed to (231)922-4940 extension 243. Please see the *Electric Service Requirements* found online at TCLP.org for additional details.

Use and Maintenance of Service

a. General

Electric Service supplied to a property may not be shared, sold, or transmitted from the property served to another property without the written permission of *TCLP*.

b. Power Shortage and Interruptions

While *TCLP* staff continuously identifies and implements preventive measures to thwart threats to *Service* capacity and continuity, shortages and interruptions can be caused by a variety of factors, occurring in various ways. These can include power supply availability, vegetation, animals, weather, human-caused issues, or natural disasters. The power demands of *Customers* are an additional variable in this. While *TCLP* strives to meet the power demand and energy requirements of its *Customers*, it does not guarantee that power will be available to meet a *Customer*'s peak power demand requirements or that a *Customer* will receive non-interruptible continuous power. If uninterruptible power is desired for certain *Customer*-owned equipment, the *Customer* should discuss these needs with an electrician or contact *TCLP* for additional information.

c. Power Quality

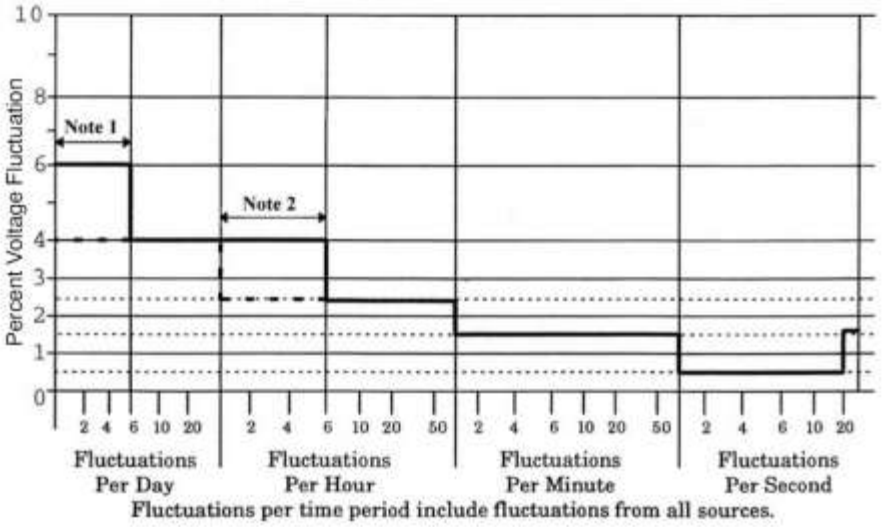
TCLP will strive to provide requested voltages listed above with as few variances as possible from the standard. It is vital that the *Customer* provide *TCLP* information on any equipment to be added that could cause issues for other *Customers* prior to its addition. If the nature of a *Customer's* electrical equipment is such that it creates power quality issues for other *TCLP Customers*, the *Customer* shall make required adjustments at their expense to eliminate the power quality issues or have the *Company* make system adjustments at *Customer's* expense. If *TCLP* notifies the *Customer* of the condition requiring correction and it is not remedied within the time requested by the *Company*, *TCLP* may disconnect *Service* until the corrections have been made.

i. Steady State Voltage: *TCLP* shall maintain a delivery voltage that is within 5% or less variance from the standard at the *Point of Delivery*.

ii. Flicker: Where *Customer* equipment creates *Flicker* for other *Customers* at the *Point of Delivery* beyond the limits of Figure 7.1, the *Customer* must make adjustments or pay *TCLP*'s costs for the work required to bring the *Flicker* to within allowable limits. If the *Flicker* is self-induced and not affecting other *Customers*, the *Customer* may, at their option, choose to tolerate *Flicker* that is beyond the values in Figure 7.1.

iii. Harmonic Distortion: The *Customer* is responsible for filtering devices that can produce harmonic distortion (e.g., variable speed drives) such that it kept within the limits specified in the IEEE Standard 519, Section 10 as measured at the *Point of Delivery*.

iv. Sensitive Equipment: For equipment that is sensitive to voltage fluctuations beyond the allowable limits contained herein, the *Customer* shall be responsible for any power-conditioning devices or device setting changes required for optimum performance.



Notes 1 and 2: During evening hours, use the next lower step.

Figure 6.1 – TCLP Flicker Allowances (non-self induced)

v. Interruptions: Calls from *Customers* experiencing a loss of power are answered and responded to on a 24-hour, 7-day a week basis. *TCLP* shall not be liable for real or perceived damages attributed to interruptions in the *Electric Service* caused by conditions beyond the reasonable control of the *Company*.

d. Power Factor

In order to keep the power supplied to a *Customer* as efficient as possible, the *Power Factor* must be kept to within the limits listed on *TCLP* tariff rate schedules found at tclp.org. *Customer-Owned Equipment* such as induction motors, welding equipment, and variable speed drives can negatively impact the *Power Factor*.

i. The *Customer* will be required to provide, at no expense to *TCLP*, suitable equipment for improving the *Power Factor* to within the parameters listed in the tariff rate.

ii. If a *Customer's Electric Service* has a *Power Factor* of less than what is disclosed in the tariff rate additional fees may apply as noted in the pertinent Rate Schedule.

iii. *TCLP* is not obligated to furnish *Service* to loads with a *Power Factor* of less than what is disclosed in the tariff rate

e. Maintenance, Access, and Damage to Customer Property

i. Employees of *TCLP* shall have the right to enter onto the premises of *Customers* for the purpose of installing, maintaining, operating, inspecting, or removing its equipment, or to conduct normal *Company* business.

ii. In the event that a property owner believes *TCLP* has caused damage to their property, the property should call Customer Service at 231-922-4940 to report the issue. *TCLP* may not pay for repairs for damage the *Company* was not provided with the opportunity to

remedy. In most cases, property damage claims will be processed through *TCLP*'s insurance carrier.

iii. Inspection and maintenance or replacement of *Customer-Owned Equipment* is the responsibility of the *Customer.*

f. Potential Sources of Backfeed

Backfeed on *TCLP* distribution lines can be caused by a source of power owned by a *Customer* that creates a significant hazard to *Company* employees and the public if not properly installed with safety measures and advanced notification to the *Company.*

i. Emergency Backup Generators or energy storage: To prevent *Backfeed* onto *TCLP* lines that are de-energized, *Customers* connecting backup generators to their wiring system must have one of the following:

1. A code-approved transfer switch that disconnects *Service Entrance Conductors* from *TCLP*'s system prior to connection to the generator, or

2. A generator interlock device that meets NEC and physically blocks the main breaker from being closed in at the same time that the generator breaker is closed in.

The *Customer* must notify *TCLP* prior to connection of a backup generator to their system. Transfer switch installations require inspection by the Grand Traverse or Leelanau County *Electrical Inspectors*.

ii. Distributed Energy Resources (DER): *TCLP*'s *DER* program allows *Customers* to connect small-scale generation and energy storage in parallel to the *Company*'s distribution system. The *Customer* must apply to *TCLP* prior to installation of equipment. More information is found in the *Distributed Energy Resources* section of this document.

g. Disconnect/Reconnect

Customers may request a disconnect and later reconnection of their *Service* as necessary to perform work on their equipment. It is important that issues relating to relocation/changing of *Customer-Owned Equipment*, conversion to *Underground Service*, load additions or changes, desired voltage changes, and safety or acceptability of existing *Customer-owned facilities* are discussed prior to requesting a reconnection in order to avoid prolonged outages. While *TCLP* will attempt to accommodate requests as much as possible, there could be delays due to the work schedule, therefore it is imperative that the requester provides as much advance notice as possible.

i. Simple Disconnect/Reconnect: These types of disconnects typically involve only service-voltage and can be performed with a two-man crew within 1 hour. These will be performed at no charge to the *Customer* if requested for completion during normal business hours. However, costs relating to disconnect/reconnecting for the purposes of

being a *Seasonal Service Customer* will be billable to the requesting *Customer* as shown in the Schedule of Fees.

ii. Complex Disconnect/Reconnect: These types of disconnects may be more involved with primary distribution work. The requester will typically be responsible for the costs of related labor, material, and expenses.

iii. Request Outside of Normal Business Hours: When requests to perform a non-payment related disconnect or reconnect earlier than one hour after the normal crew start time or later than one hour prior to normal crew end time, the requester will be typically cost responsible for any work being performed on overtime.

iv. Electrical Inspection: An inspection by the *Electrical Inspector* may be required prior to reconnection. This may be necessary due to:

1. Extent of electrical work *Customer* has done (as per *Electrical Inspector* requirements)

2. *Service* has been disconnected for > 1 year.

3. *TCLP* staff deem existing *customer* equipment unsafe or not acceptable for reconnection (e.g., after a structure fire, post-tampering, etc.).

h. Tampering and Theft

TCLP may disconnect *Service* and seek criminal charges without advanced notice when there is evidence of tampering or *Customer*-caused damage to *Company*-owned equipment on the property. Once disconnected, *Service* shall only be restored to an active *TCLP Customer* that has paid for equipment damages, any stolen *Service*, any related tampering/reconnection fees, and has obtained any required electrical inspections if required for safe restoration of *Service*.

i. Tree Trimming

TCLP shall have the right to trim trees and other vegetation that obstructs, endangers, or interferes with the installation, operation, or maintenance of its equipment. By accepting Electrical *Service* from *TCLP*, the *Customer* shall be considered as having granted such rights. *TCLP* will trim trees that interfere with *Company* lines upon *Customer* request to standard clearances. However, if a *Customer* wants a tree trimmed or removed beyond the standard clearance, *TCLP* will trim solely to the point where it is safe for the *Customer* or their contractor to further trim the tree.

Metering

a. General

TCLP will meter and provide a monthly bill for each *Electric Service* unless TCLP decides it is impractical to meter the installation (e.g., street and area lighting installations which are counted in accordance with the *Company*'s street and area lighting rates).

All *Customer-Owned Equipment* involved in a primary metering application must conform to applicable codes and pass inspection by the *Electrical Inspector*. All metering installations must conform to the provisions of *TCLP*'s *Electric Service Requirements Manual.*

b. Meter Application

Metering is to be applied in accordance and as described by *TCLP*'s electric rates.

Customers taking service under a *TOU rate* must have Utility-approved advanced metering infrastructure (AMI) or other interval metering capable of recording energy usage during the applicable billing periods.

The Utility shall determine whether existing metering equipment is adequate. *Customers* may be responsible for any incremental costs associated with special metering or communications equipment if required solely to accommodate the *customer's service*.

c. Metering Installations

TCLP will provide single and three phase direct connect *Meter Bases* and *Current Transformer*/termination cans for *Customer* installation. After applying for *Service* and speaking with the *TCLP* Designer, *Customers* or their contractors may pick up metering equipment at the *Company* offices located at 1131 Hastings Street. Upon receipt of the equipment, the installation, ownership, and maintenance of the metering equipment becomes the responsibility of the property owner. The *Customer* will be responsible for any costs relating to replacement due to damage.

NOTE: Requests for metering equipment should be done by calling (231) 922-4940 prior to arrival.

d. Metering Accuracy

i. Watt-hour Meters: All watt-hour *Meters* installed by *TCLP* are required to have the following characteristics:

1. Not creep at 'no load' with all loads disconnected except potential wires at a rate greater than one (1) revolution in ten minutes.

2. Be accurate to within plus or minus 1.0 percent, referred to the rotating standard as a base, at two unity *Power Factor* loads, one equal to 10 percent and the other between 75 and 100 percent of the *Meter* rated test amperes; and shall register correctly to within 2.0 percent plus or minus at a *Power Factor* of 50 percent lagging at 100 percent rated test load amperes.

ii. Demand Meters: All demand *Meters* installed by *TCLP* are required to have the following characteristics:

1. Not register at no-load

2. Integrated demand *Meters* shall be accurate to within plus or minus 2.0 percent of full scale throughout their working range. Timing elements measuring specific demand intervals will be accurate to within plus or minus 2.0 percent and the timing elements which provide a record of the time of day when demand occurs will be accurate to within plus or minus 4 minutes in 24 hours.

e. Meter Testing Equipment

i. Test Shop: Maintain a *Meter* testing shop, secondary standards, instruments, and facilities to determine the accuracy of all types of *Meters* used.

ii. Standards & Calibration: *TCLP* will maintain a standard within the meter shop test board. The standard will be calibrated every year by a documented standard traceable to the National Institute of Standards and technology or another state-approved standard. The *Meter* test board standard will be used to calibrate and test all watt-hour *Meters*.

f. Meter Testing

TCLP shall:

i. Test each new *Meter* as received.

ii. Test each *Meter*, whether it is new or used, before putting it into service.

iii. Test each *Meter* returned from service to stock.

iv. Test any *Meter* suspected of being damaged or inaccurate.

v. Test each *Meter* where the Customer questions the accuracy.

vi. Charge a *Meter* testing fee (from Schedule of Fees) for each test request in excess of 1 per 12-month period.

vii. Test a minimum of 5% of its *Meters* in service annually.

viii. Annually inspect all Primary *Customers'* ('P' Rate) of loose wires, damage, etc. – this includes inspection of the metering transformers.

g. Determination of Metering Errors

i. Single Phase Errors: For single-phase installations used on a varying load, the average error will be the weighted algebraic average of the error at light load and error at heavy load, the latter being given a weighting of four times the former.

ii. Multi-phase Errors: For multi-phase installations used on a varying load, the average error will be the weighted algebraic average of its error at light load give a weighting of 1, its error at heavy load at a *power factor* of 100% given a weighting of 4, and at heavy load and 50% lagging *power factor* given a weighting of 2.

h. Billing Adjustments for Meter Errors

i. Accuracy Standards: Whenever a watt-hour *Meter* is found to have an average error greater than 2%, or a demand *Meter* greater than 2.0%, then the *Meter* will be considered to be outside of standards.

ii. Adjustment Period: The period of inaccuracy, if not shown, shall be 50% of the time elapsed since either installation or the latest test, whichever is the latter. Any adjustments will be made according to the *TCLP* billing adjustment policy in the Bills and Payments section.

Bills and Payments

a. Establishment of Rates

The rates for *Electric Service* are reviewed and established by the *TCLP Board*. This is in accordance with the City of Traverse City charter section 179(h).

i. Time-of-Use (TOU) Rates

a. Applicability: The Utility provides *TOU rate* schedules for residential, commercial, industrial, or other *customer* classes as approved by the Utility's governing body. *Customers* taking *service* under a *TOU rate* shall be subject to all applicable provisions of these Rules and Regulations and the applicable rate schedule.

b. Changes to Peak Periods: The Utility reserves the right to modify *TOU* periods, seasons, holidays, or pricing upon approval of the governing body. *Customers* shall be notified of material changes in accordance with applicable law and Utility policy.

c. *Customer* Responsibility: *Customers* are responsible for managing their electric usage in accordance with the published *TOU* schedule. The Utility does not guarantee bill savings under a *TOU rate*.

Rate schedules showing all of the available rates can be viewed online at TCLP.org/Page/Rates, or by calling 231-922-4940 or visiting the Customer Service Center at 1131 Hastings St, Traverse City, MI 49686

b. Choice of Rates

i. Eligibility & Responsibility: A *Customer* may be eligible to have *Service* billed at one of several electrical rates. *TCLP* will endeavor to initiate electrical *Service* for the *Customer* at the most economical rate. Because of varying *Customer* usage patterns and reasons beyond its reasonable knowledge or control, *TCLP* does not guarantee that the economic applicable rate will be applied. It is the *Customer's* responsibility to request, in writing, that they be put on a lower rate when applicable.

ii. Information Sharing and Selection: Upon request, *TCLP* shall advise the *Customer* in the selection of the rate, which is most likely to give the *Customer* the lowest cost of *Service* based on the information provided. The *Customer* may then select the rate under which he is eligible to receive *Electrical Service*.

iii. Non-Residential Use at a Dwelling: Where a majority of the electrical energy consumption at a dwelling is used for commercial or non-residential purposes, separate metering shall be used to capture and bill the electrical energy used under the appropriate

schedule. If separate circuits are not provided by the *Customer*, the entire *Service* may be classified and billed under one of the non-residential rates.

iv. Changing Rates: After *TCLP* or the *Customer* has selected the rate under which *Service* shall be provided, the *Customer* may not be permitted to change from that rate to another until at least twelve months have elapsed, unless otherwise specified under contract. The *Customer* shall not be permitted to evade this rule by temporarily terminating *Service*. However, *TCLP* 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 provision of this paragraph may also be waived where the *Customer* can demonstrate that a bona fide change in load has occurred. The intent of this rule is to prohibit frequent shifts from rate to rate.

v. Rate-Related Refunds*: TCLP* shall not make refunds where the *Customer* would have paid less for *Service* had the *Customer* been billed on another rate. Questions relating to refunds will be escalated to the appropriate personnel within the utility.

c. Billing Format

The following information shall be included on the billing form or made available to the *Customer* at the Customer Service Center:

i. The actual or estimated *Meter* readings at the beginning and end of the billing period.

ii. The date of the *Meter* readings.

iii. The number and kind of units metered.

iv. *Electric service* shall be billed in accordance with the applicable *TOU rate* schedule approved by the Utility.

v. The account balance brought forward and amount of each net charge, and total amount currently due. In the case of prepayment *Meters*, the amount of money collected shall be shown.

vi. The last date for timely payment shall be clearly shown and shall be not less than twenty days after the bill is rendered.

vii. A distinct marking to identify a late payment penalty charge.

viii. Any conversions from *Meter* reading units to billing units or any other calculations to determine billing units from recording or other devices or any other factors such as automatic adjustments used in determining the bill.

d. Responsibility for Payments of Bills

i. Past Due Date: Each *Customer* shall be billed monthly per the applicable rate schedule(s). Accounts are considered past due if payment is not received by the due date indicated on the monthly statement.

ii. Accrual of Charges Until Disconnect: Each *Customer* is responsible for paying all *Electric*

Service bills as rendered on or before the due date shown on the bill. The *Customer* remains responsible for accrual of *Electric Service* charges until the *Customer* orders *Service* to be disconnected.

iii. Customer Responsibility for Payment: Failure on the part of the *Customer* to receive the bill, through no fault of *TCLP*, does not impact the due date of the bill nor the obligation of the *Customer* to pay it on time. If the bill remains unpaid after issuance of a shut off notice, *TCLP* has a right to disconnect.

iv. Disputed Bills: *Service* to a *Customer* will not be disconnected for nonpayment of a disputed bill pending the result of a hearing timely requested by a *Customer*. *Service* may be disconnected for nonpayment of sums billed that are not in dispute.

v. Billing History: Billing history is available to *Customers* through the Customer portal. *Customers* request for billing history that is no longer on an active database will be subject to hourly fees based on the lowest hourly wage *TCLP* employee capable of performing the research and compilation of data.

e. Customer Charge

The *Customer* charge provided for in the rate schedule for each class of *Service* will apply to any billing period during which the *Service* remains connected even if there is zero usage during the month.

f. Estimated Consumption

Estimated Consumption Readings may be estimated when conditions warrant. Until reconciled by an actual reading, bills rendered on estimated consumption have the same force and effect as bills rendered on actual *Meter* readings. If for any reason all consumption used cannot be measured accurately, the unmetered portion will be estimated by *TCLP* based on prior consumption, operating characteristics of the building and equipment, or the *Company's* experience in like circumstances.

g. Customer Deposits

i. Residential Customers: New *Customers* (defined as a *Customer* who has not had *Service* with *TCLP* in the past 12 months) may be required to pay a security deposit.

1. The amount of the security deposit will be based upon the amount listed in the Schedule of Fees and Allowances.

2. After 12 months of continuous *Service*, a *Customer* will have the security deposit returned as a credit towards the next electrical bill if there has been no outstanding bill or portion thereof which has not been paid for within the required billing time limit.

   If the *Customer* does not meet the above requirements, the security deposit will be held, and new determinations will be made annually.

ii. Commercial Customers: Commercial rate *Customers* may be required to pay a security deposit. The amount of the security deposit will be based upon the amount listed in the Schedule of Fees and Allowances. *TCLP* reserves the right to

adjust the security deposit specific to the *Customer'*s usage.

iii. Primary Service and Commercial Demand Customers: The CFO will consult with collections to determine if a security deposit is required and to resolve billing issues such as delinquency.

iv. Application of Security Deposits: When a *Customer* account is closed the security deposit will be applied on any outstanding balance and if the deposit exceeds the billing, the difference will be refunded to the *Customer* within two billing cycles. Security deposits may be applied to all *Customer* accounts with *TCLP*.

v. Provisions for New or Additional Deposits for Existing Customers: *TCLP* may require a deposit as a condition of continuing to provide *Service* to an existing *Customer* due to any of the following provisions.

1. The applicant misrepresents his or her identity.

2. The *Service* of the *Customer* has been disconnected for fraudulent or unauthorized use of *Service* or for equipment tampering.

3. The applicant applied for an inappropriate rate, which they do not qualify under.

4. *TCLP* has received a combination of three non-sufficient funds (NSF) checks, account closed returned check, credit card reversal, failed electronic funds transfers, or other payment method cancellation within a six-month billing period.

5. The account has been delinquent for three months out of a six-month billing period.

vi. Payment of Deposits: Payment of deposits will be due in full within one billing period following activation of account. If circumstances exist where the *Customer* is unable to pay in full, upon approval from supervisor, the *Customer* may split the deposit into no more than two billing periods.

vii. Waiver of Deposit: The deposit may be waived under the following conditions:

1. The *Customer* has established an acceptable payment history with *TCLP* on a similar account.

2. The *Customer'*s bill is paid in full by a government agency.

3. The *Customer* provides an acceptable credit reference letter from a similar electric utility. Account must have been in the *Customer*'s name and maintained for a minimum of twelve consecutive months.

4. The *Customer* is the legal owner of such property.

viii. Transfer of Security Deposit: When an existing *Customer* moves from one location to another and their account is current and serviced by *TCLP*, the security

deposit will be transferred to the new account.

ix. Interest on Deposits: No interest will be paid on deposits.

x. Record of Deposits: *TCLP* shall maintain a record of all deposits.

xi. Unclaimed Deposits: Any unclaimed deposits will follow the State of Michigan Unclaimed Property Act, Public Act 29 of 1995.

h. Lien as a Security for the Collection of Service Charges

Except as otherwise provided or limited by state law, *TCLP*/City of Traverse City (City) shall have as security for the collection of all charges for *Electric Services* as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the Premises to which such *Services* were supplied. Such liens shall become effective immediately upon the distribution or supplying of such *Service* or *Services* to such Premises. The term "charges for utility *Service*" shall mean the rates, fees, rentals and all other charges for furnishing such *Service* and all repairs, maintenance and alterations of such *Service* which the *TCLP*/City determines` to be the responsibility of the *Service Customer*. (Ord. No. 1046.01(a))

i. Placement on Tax Rolls

Whenever any such charge against any piece of property is delinquent for six months, the City Treasurer or other official in charge of the collection thereof may certify, on or before May 1 of each year to the City Assessor, and on or before September 1 of each year to the proper tax assessing officer outside of the City, the fact of such delinquency. Upon such certification, such delinquent charge shall be entered upon the next tax roll as a charge against such premises, and a lien thereof shall be enforced in the same manner as general taxes against such premises are collected. (Ord. No. 1046.1(b))

j. Protection of Landlord, Notice of Lease and Security Deposit

If the owner of a Premises which receives *Services* provided by *TCLP* shall lease the Premises to a Tenant who is responsible under the lease for the payment of the charges for specified *Services,* and the property owner notifies the *Company* in writing of the lease agreement by an affidavit of lease (including a copy of the lease executed by the owner and their Tenant), then the charges for *Electric Services* provided to such leased Premises shall not become a lien against the Premises after the date *TCLP* receives notice.

Immediately after filing of such notice, *TCLP* shall render no further *Service* to the Premises until it receives a security deposit as security for the payment of the electric charges from the Tenant (or an individual or entity acting on behalf of the Tenant). Deposits are held until *Services* are cancelled. When a *Customer* account is closed the security deposit will be applied on any outstanding balance and if the deposit exceeds the billing, the difference will be refunded to the *Customer* within two billing cycles. Deposits may be applied to all *Customer* accounts with *TCLP*.

k. Budget Payment Plan

All *Electric Service Customers* may select a level payment plan. Other *Customers* may select the level payment plan with the consent of *TCLP*. The plan shall:

i. be offered when the *Customer* initially requests *Service*. Budget payment plan will be based on the previous 12 months consumption of the respective *Meter*.

ii. provide for entry into the budget payment plan at any time during the calendar year.

iii. have budget payments equal to the sum of estimated charges provided by the number of standard billing intervals, all for the next twelve consecutive months.

iv. prohibit withdrawal from the plan during the first year after entry, except for termination of *Service*.

v. allow for adjustment of the budget payment amount as needed. The billing department will true-up once a year to bring all accounts in balance. Unpaid balances remaining when level payment amount is adjusted will be added to the estimated charges in determining the adjusted budget payment amount. Unpaid budget payments shall not be carried forward.

vi. have the budget payment amount computed at the time of entry into the plan. It may be recomputed on each anniversary, when requested by the *Customer*, or whenever price or consumption, alone or in combination, result in a new estimate differing by ten percent or more from that in use.

vii. provide that the account be balanced upon termination of *Service* or withdrawal from the plan.

viii. regardless of account balance, provide that a delinquent bill payment shall subject the *Customer* to a late payment penalty on the level payment amount and to other procedures for collection and termination of *Service*.

l. Where Payable

Bills shall be paid by mail, by direct deposit through a financial institution, by credit card, online through the web page TCLP.org/Page/PaymentOptions, by deposit in a designated drop box, or in person at the Customer Service Center. *TCLP* employees shall not accept *Customer* payments in any form while in the field.

m. Partial Payments

When a partial payment is made prior to the delinquent date and without designation as to the *Service* being paid, the payment shall be credited pro rata based on priority of collection.

n. Late Payment Penalty

A bill shall be due and payable when rendered and shall be considered delinquent if not paid by the due date indicated on the bill. A bill shall be considered rendered by *TCLP* when deposited in the U.S. mail with postage paid or when delivered by the *Company* to the last known address of the party responsible for payment. Bill payments received by *TCLP* on or after the delinquent date shall be for the gross amount stated on the bill which shall include a late payment penalty of 2.0% per month of the last due amount. Failure to receive a properly rendered bill shall not entitle the *Customer* to relief from penalties for late payment.

Each account shall be granted one complete forgiveness of a late payment penalty in each calendar year. The *Customer* shall be informed of the use of automatic forgiveness by phone or in person, by posting to the next bill, or by separate mailing.

o. Returned Checks

In the event that a check, draft, automatic bank debit, or similar means of *Electric Service*

bill payment are returned unpaid by a financial institution, a Non-Sufficient Funds service charge in an amount shown in the Schedule of Fees shall be assessed. This service charge shall be in addition to the late payment penalty if the payment is not paid prior to the delinquent date of the bill.

p. Payment Arrangements

A *Customer* who has been disconnected or is about to be disconnected due to inability to pay in full may be offered the opportunity to enter into a reasonable payment plan agreement. Arrangements may be negotiated on a case-by-case basis with *TCLP*. The *Customer* may be required to sign an arrangement agreement that indicates a plan to pay current and future billings, as well as delinquent portions of the bill, such that the balance owed on the account declines rather than increases. A payment arrangement for the delinquent portion shall not exceed 90 days without approval by a *TCLP* supervisor.

q. Customer Requested Meter Test

TCLP will inspect and test *Meters* in accordance with *Company* policy. In addition to this testing, the *Customer* may request a *Meter* test, providing that such tests need not be done more frequently than once each twelve months. Additional *Meter* tests requested within a one-year period will result in the Additional *Meter* Test Fee from the Schedule of Fees. The *Customer* or the *Customer's* representative may be present when the *Meter* is tested, and the results shall be reported to the *Customer* within a reasonable time.

r. Billing Adjustments

i. *TCLP* is not required to adjust, charge, refund, or credit for any billing errors for more than the three (3) years immediately preceding discovery of the error.

ii. When the average error cannot be determined due to failure of the metering equipment, *TCLP* will estimate the billing based on data available with notice given to the *Customer* that the billing has been estimated due to a faulty *Meter*.

iii. If *TCLP* overcharges a *Customer* due to a billing or metering error, the *Company* shall refund or credit the amount of the overcharge as per the above timeframe.

1. Any refunds over 36 months require *Board* approval.

2. Any refunds or additional charges will be made only to the *Customer* responsible for the *Electric Service* during the timeframe of the error and only for the timeframe referenced above.

iv. If *TCLP* undercharges a *Customer*, the following provisions apply:

1. In cases that involve *Meter* tampering or fraud, *TCLP* may backbill the *Customer* for the entire amount of the undercharge.

2. In cases that do not involve *Meter* tampering or fraud, *TCLP* may backbill the *Customer* for the amount of the undercharge during the 36-month period immediately preceding discovery of the error, and *TCLP* shall offer the *Customer*

reasonable payment arrangements for the amount of the backbill, considering the period of the undercharge.

s. Disputed Bills

i. Undisputed bills, or portions of bills must be paid prior to investigation of disputed bills.

ii. *TCLP* will record the date that any disputed bill, or disputed portion of a bill, first comes to the attention of the *Company*.

iii. *TCLP* will promptly investigate the dispute and advise the *Customer* as to its findings.

iv. *TCLP* will attempt to resolve the dispute in a manner satisfactory to all parties.

v. If a settlement agreement is not reached, the *Customer* shall be advised that an opportunity for a hearing on the matter is available, and *TCLP* shall make this option available to the *Customer*.

t. Hearings

Whenever a dispute is not resolved to the satisfaction of the *Customer* a hearing before an impartial mediator, appointed by *TCLP* may be requested. Hearings shall be conducted according to the following procedure:

i. After receiving notification from *TCLP* that a hearing is available under this policy, the *Customer* shall have ten (10) days to notify the *Company* that a hearing is requested.

ii. Within 30 days upon request for a hearing *TCLP* shall retain an impartial mediator and notify the *Customer* of who the mediator will be. The mediator shall schedule a date, time, and location for the hearing during normal business hours, and notify all parties in writing. Failure of any party to attend the hearing will constitute a waiver of right of that party to the hearing.

iii. *TCLP* and *Customer* shall:

1. Have the right to be represented by counsel or other persons of their choice.

2. Have the right to present evidence, testimony, and oral and written arguments

3. Have the right to examine witnesses appearing on behalf of the other party.

iv. For each hearing, the Mediator shall compile a hearing record which will contain:

1. A concise written statement as to the position of *TCLP* and *Customer* in relation to the dispute.

2. Copies of all evidence submitted by the parties.

v. Upon closing the record of a hearing, the Mediator shall state his or her decision, in writing, within five (5) business days after the hearing, and shall mail it to both the *Customer*, and *TCLP*. The written decision shall contain:

1. A concise summary of the evidence and arguments presented by both parties.

2. A statement that the Mediator's decision is based solely on the evidence presented, what the decision is, and the reasons therefore.

3. Advise that either party, or their representative, can file an appeal with *TCLP*'s *Board*, if done so within ten (10) day of the decision mailing date.

4. If the decision is not appealed by either party within ten (10) days, the decision becomes binding.

vi. In the event that a decision is appealed to *TCLP*'s *Board*, then they will determine a final resolution for the dispute.

u. Bankruptcy

If *TCLP* is notified a Customer has filed bankruptcy, the *Company* will move to follow the Federal court of law.

Termination of Service

a. General

i. Amount to be collected: The total amount of an unpaid bill on a *Customer* account after the billing due date.

ii. Termination of service procedure: - *Customers* who are past due are subject to termination of *Service* procedure. Each *Customer* type (industrial, commercial, and residential) is subject to the procedures below. There are additional procedures regarding residential *Customer* terminations that do not apply to industrial and commercial *Customers*. *TCLP* may proceed as follows:

1. *TCLP* delinquency/disconnect notice shall be sent by first-class mail if payment is not received within forty-two days after the bill date. The purpose is to give notice to the *Customer* that *TCLP* may terminate their *Services* in fourteen (14) days of the notice date if the past-due balance is not paid in its entirety. Additionally, this notice may give notice that *TCLP* may file suit in 86th District Court if the past-due balance is not paid in its entirety. The *Customer* shall be responsible for court filing fees and service fees, as allowed by law; these charges may be charged on a *Customer's* account.

2. A final disconnect notice shall be sent by first-class mail if payment is not received within seven days of *TCLP* delinquency/disconnect notice. The final disconnect notice shall allow the *Customer* at least one (1) day to pay the delinquent amount but no more than fourteen (14) days without new notification. A fee may be assessed to a *Customer* account that causes *TCLP* to send a final disconnect notice. The fee shall be in accordance with the Schedule of Fees as approved by the *TCLP Board*.

3. Termination of *Electric Service* may be completed on or after the date printed on the final disconnect letter if all the steps described above have failed to cause receipt of the delinquency.

4. Non-sufficient funds (NSF) checks shall also be cause for termination of *Electric Service*. If the NSF check was written to avoid termination of *Services* for non-payment, the *Service* shall be disconnected immediately upon notice of non-sufficient funds. A fee shall be assessed for each NSF check in accordance with the Schedule of Fees and Allowances.

iii. Reconnection of Electric Service: Any *Customer* that has had *Service* disconnected for non-payment shall pay their delinquent balance in advance to be eligible for *Service* reinstatement. A reconnect fee in accordance with the Schedule of Fees and Allowances will typically be applied to the following bill.

iv. Other remedies: Termination of *service* for non-payment will not foreclose *TCLP* from other remedies for collection of amounts owing on the *Customer* account. *TCLP* may pursue other remedies without availing itself of the termination of *service* remedy.

v. Public Act 154 compliance: *TCLP* shall promptly notify the Michigan Public Service Commission if one of its *Customers* suffers serious injury or death resulting from shutoff of *Electric Service* as authorized by this policy.

b. Residential Customer General Shutoff Rules

i. Failure to Provide Notice: *TCLP* 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.

ii. Emergency Shutoff: Notwithstanding other requirements of this Rule, *Service* may be shut off temporarily for reasons of health or safety or in a state or national emergency. When *Service* is shut off for reasons or health or safety, a reasonable attempt shall be made to leave a notice at the premises if feasible.

iii. Shutoff Reasons: *TCLP* 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 accrued within the last six (6) years.

2. The *Customer* has failed to provide a deposit or guarantee as required.

3. The *Customer*, including those not signed up for *Service*, has engaged in unauthorized use of *TCLP*'s *Service*.

4. The *Customer* has failed to comply with the terms and conditions of a payment plan.

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 put *Service* in another person's name without permission of the other person.

7. The *Customer* has violated any rules of *TCLP* so as to adversely affect 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:

    A. Has a delinquent account for *Service* with *TCLP*.

    B. The tenant lived in the *Customer's* residence when all or part of the debt was incurred. *TCLP* may transfer a prorated amount of the debt to the *Customer's* account, based upon the length of time that the *Customer* resided at the person's residence. This subdivision does not apply if the *Customer* was a minor while living in the person's residence.

9. The *Customer* has not paid for *Service* at premises occupied by another person, and it is not feasible to provide *Service* to the occupant as a *Customer* without a major revision, as determined by *TCLP*, of existing distribution facilities.

iv. Notification Requirement*: Service* shall not be shut off unless a notice is sent to the *Customer* by first-class mail or is personally served not less than ten (10) days before the date of the proposed shutoff. A record of the date the notice was sent shall be maintained.

v. Notice Information: A notice of shutoff shall contain all of the following information:

1. The name and address of the *Customer*, and the address at which *Service* is provided, if different.

2. A clear and concise statement of the reason for the proposed shutoff of *Service*.

3. The date on or after which *Service* may be shut off unless the *Customer* takes appropriate action.

4. The telephone number and address where the *Customer* may make an inquiry or file a complaint.

vi. Third Party Notification: 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*. Third party notification may also be provided to property owners where their tenants delinquencies may be held as a lien against their property.

vii. Customer Protection Information*: TCLP* shall supply information regarding the following to *Customers* at least two (2) times a year:

1. The energy assistance telephone line number at the Michigan Department of Human Services or an operable 2-1-1 system telephone number.

2. *Medical Emergency* protections.

3. Military shutoff protections.

4. *Low-Income* protections provided in these Rules.

5. *Senior Citizen* protections provided in these Rules.

This information may be supplied in or on a *Customer's* bill, in a bill insert, in a newsletter issued to *Customers*, a public forum, newspaper announcement, an electronic communication, or in any other manner approved by the governing body of *TCLP*.

viii. Eligible Senior Citizen Notification*: TCLP* shall, at least once per year, attempt to identify *Eligible Senior Citizen Customers* by at least one (1) of the following methods:

a) Conducting *Customer* interviews.
b) Obtaining information from a consumer reporting agency or consumer reporting service.
c) A personal or automated telephone call where direct contact is made with a member of the *Customer's* household, or a message is recorded on an answering machine or voice mail.
d) First-class mail.

e) A personal visit to the *Customer*.
f) A written notice left at or on the *Customer's* door.
g) On a bill or in a bill insert.

ix. Additional Notifications for Shutoff: For an involuntary shutoff, at least one attempt, in addition to the notice provided in Section 8, shall be made one or more days before the shutoff of the *Service* to contact the *Customer* by one (1) or more of the following methods:

a) A personal or automated telephone call where direct contact is made with a member of the *Customer's* household, or a message is recorded on an answering machine or voice mail.
b) First-class mail.
c) A personal visit to the *Customer*.
d) A written notice left at or on the *Customer's* door.

x. Documentation of Notification: All attempts to contact the *Customer* under Section 10 shall be documented.

xi. Timeframe for Shutoff and Notifications*: Service* may be shut off to a *Customer* on the date specified in the notice of the shutoff or within ten (10) days following that date. 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.

xii. Shutoff Restriction Due to Restoration Limitation*: Service* shall not be shut off on a day, or a day immediately preceding a day, when *Services* cannot be restored.

xiii. Restoration Information Notification for Non-Remote Shutoffs: For *Meters* that cannot be deactivated remotely, not later than one hour before the close of *TCLP*'s business on the day *Service* is shut off, a notice shall be left at the *Customer's* residence stating that *Service* has been shut off and providing the address and telephone number where the *Customer* may arrange to have *Service* restored. Alternatively, contact by telephone may be made with an adult who identifies himself or herself as a person living at the residence providing the same information within the same period.

xiv. Restoration Information Notification for Eligible Senior Citizens: No later than three (3) business days after shutting off *Service* to a known *Eligible Senior Citizen Customer*, *TCLP* shall make at least two attempts to contact that *Customer* to advise the *Customer* of the actions that the *Customer* must take to have his or her *Service* restored.

The following notification methods may be used to contact the *Customer*:

a) A personal or automated telephone call where direct contact is made with a member of the *Customer's* household, or a message is recorded on an answering machine or voice mail.
b) First-class mail.
c) A personal visit to the *Customer*.
d) A written notice left at or on the *Customer*'s door.
e) Any other method approved by the governing body of *TCLP*.
f) A communication described in Subsection (A)(iii) or (iv) made on the day of disconnection meets the requirements of this Rule.
g) A message left on an answering machine or voicemail, or a written notice left at or on a *Customer*'s door must include a toll free or local telephone number

indicating that it may be used to contact a representative of *TCLP* regarding restoration of *Service*.

h) The notice requirement of this section may be met with regard to an *Eligible Senior Citizen Customer* by, within three (3) business days of shutting off *Service*, making a documented referral of that *Customer* to a social *Service* or government agency.

xv. Timeframe for Restorations: Reasonable efforts shall be made to restore *service* on the day the *Customer* requests restoration. Except for reasons beyond the control of *TCLP*, the *Service* shall be restored not later than the first working day after the *Customer's* request.

xvi. Restoration Charge: A charge may be assessed for restoring *Service*.

xvii. Customer Responsibility during Restoration*: Customers* are advised that restoration of *Electric Service* may occur at any hour and may occur from a remote work location, with no *TCLP* worker at the *Service* site. Irrespective of whether the outage is planned or unplanned, it is the *Customer's* responsibility to ensure that their appliances, equipment, and wiring are left in a safe condition to avoid personal harm or property damage.

c. **Cooling Temperatures Shutoff**
Each morning, the temperature forecast on weather.com will be reviewed. If the temperature forecast for the current day OR the following day is 95 degrees or greater, *Eligible Senior Citizen Customers* will not be disconnected on the current day.

d. Heating Season Shutoff
TCLP shall not shut off *Service* to a *Customer* during the *Heating Season* for nonpayment of a delinquent account.

e. **Shutoff for Critical Care Customers**
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 the medical condition, any medical or life-supporting equipment being used, and the specific time period during which the shutoff of *Service* will aggravate the *Medical Emergency*. Shutoff 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 totaling more than 126 days per household will not be given.

f. **After-Hours Non-Payment Reconnections**
TCLP shall perform after-hours non-payment reconnects for Customers that have satisfied the requirements for *Service* restoration on weekdays until 9:00 p.m. After 9:00 p.m. the *Customer*'s electric *Service* will not be restored until the next business day during normal business hours unless extreme circumstances exist.

Customer Accommodations

a. Customer-Requested Accommodations

i. Cost Responsibility*: Customer* requests such as relocating facilities, converting overhead lines to underground, or changing *Service* voltage not required by an increase in electrical demand, may be performed solely at the *Customer's* expense and at *TCLP*'s discretion. The *Customer's* non-refundable *Contribution in Aid of Construction* will include the entire project costs less any applicable salvage. *TCLP* reserves the right to waive fees for *Accommodations* where, in the *Company*'s sole discretion, the change is desired for its purposes.

ii. Removing Idle Facilities: Costs associated with the removal of *Idle Facilities* at the request of a *Customer* may be charged to the *Customer* at the discretion of *TCLP* based upon schedule requested, amount of work necessary, and whether or not it is being done for a revenue project.

iii. Easements: If any easements or rights of way are necessary to complete the *Accommodation*, the requesting *Customer* shall be responsible to obtain them.

iv. Non-Standard Routes or Construction: Design As *TCLP* designs projects with consideration given to standards that support safety, reliability, cost, and aesthetics, not all requests may be accommodated in part or in full. In the event that *TCLP* agrees to oblige *Customer* requests for non-standard routes or construction, the excess costs above the standard are to be borne by the *Customer*. Allowances for *Line Extensions* may not be used to offset the cost of *Customer Accommodations*.

b. Overhead to Underground Conversions

TCLP may choose to convert existing overhead distribution lines to underground for reasons relating to reliability, safety, or aesthetics without *Contribution in Aid of Construction* at the discretion of the *Company.* However, *Customer*-requested conversions will be considered *Customer Accommodations*. Note that *TCLP* is not responsible for relocating equipment owned by other entities, such as other parties attached to *Company*-owned poles.

c. Contribution in Aid of Construction

Any costs to the *Customer* estimated for the relocation, conversion, or changing of facilities as part of *Customer Accommodation* are to be collected prior to the scheduling of the work. For projects that are not able to be estimated due to unknown scope or urgent timeframe, the *Customer* will be required to sign an agreement to pay actual charges for costs incurred upon completion of the work.

Distributed Energy Resources and Customer-Owned Generation

a. Description

TCLP offers a *Distributed Energy Resources* (DER) program for *Customers* who are interested in producing their own electrical energy and/or storing, delivering, or using it at certain times.

b. Eligibility

i. Must be a *TCLP* electric *Customer* with an account in good standing. Third-party providers are not eligible to provide energy *Service*s to *TCLP Customers* in the *Company*'s service area.

ii. Proposed interconnection of the *Customer-Owned Equipment* is to be located on *TCLP*'s distribution system on the *Load Side* of the *Meter*.

iii. *Customer* must meet approved interconnection requirements before participation.

c. Application and Enrollment

The *Customer* shall complete an online application linked on *TCLP*'s website and send in a nonrefundable interconnection fee. *TCLP* Engineering will review the application and perform an interconnection study. If the study finds no issues the installation will be approved as submitted. If the study reveals capacity or other system interconnection issues, conditions for approval and cost estimates will be provided to the *Customer* for work required to upgrade *TCLP* facilities to be able to receive electrical energy from the proposed DER facility. The *Customer* is responsible for all costs incurred in order to upgrade *TCLP*'s facilities to accommodate the *Customer*'s DER installation. The *Customer*, at no further cost to them, may elect to change their DER facility size in order to avoid required system upgrades. *Customer* must enter into an interconnection agreement with *TCLP* prior to DER energization.

d. Metering Requirements

The agreement entered into between the *Customer* and *TCLP* will specify metering requirements. At a minimum this includes a *bidirectional electric Meter* owned and maintained by *TCLP*, to register electrical energy flow in and out of the *Company*'s electric system.

e. Net Billing

i. Billing and Crediting Rates: Participating *Customer*s will be billed on the total inflow of electrical energy purchased from *TCLP* at the applicable standard tariff rate, minus outflow credits at its applicable standard tariff rate for the electrical energy sent back to the *Company*. The *Board*-approved rates change from time to time and are not guaranteed to remain the same

ii. Credits*: TCLP* will apply outflow credits towards consumption charges each month; however, if the credit amount is larger than the consumption charges, the credit will be applied to the following *Company* utility bill.

iii. Credit Refunds: If there remains a credit after the April billing is processed, *TCLP* will refund the *Customer*.

iv. Renewable Energy Credits (RECs): RECs shall be owned by *TCLP*.

f. Net Metering

i. Legacy Program – NO NEW SERVICE*: TCLP* previously offered a *Net Metering* program; however, it is closed to new service. The *Customers* currently on this program may remain on it for a period of 25 years from the date they entered into an agreement with *TCLP*. All terms in the agreement signed between *TCLP* and *Customer* will remain in effect. *Customers* may continue to operate their original generation installation beyond the expiration of the *Net Metering* Agreement under the terms of the new DER program once they sign an updated agreement with *TCLP*. Any *Customer* under the *Net Metering* Program wishing to expand or change their installation must leave the program and enter into the DER program, including entering into a new agreement with *TCLP*. Upon sale of a property with an existing *Net Metering* installation the new *Customer* shall enter into the DER program and sign an updated agreement with *TCLP* or permanently disconnect the generation installation. The billing terms for *Customers* remaining on *Net Metering* are incorporated below.

ii. If Consumption Exceeds Customer Generation: If the electrical energy supplied by TCL&P exceeds that generated by the *Customer* during the monthly billing period, or any portion thereof, then the *Customer* shall be billed the tariff rate under which the *Customer* takes *Service* for the net electrical energy supplied by TCL&P. In addition, the *Customer* shall be billed any other charges billed to other *Customers* in the same rate class for each *Meter*.

iii. If Customer Generation Exceeds Consumption: If the electrical energy generated by the *Customer* during the monthly billing period, or any portion thereof, exceeds that supplied by TCL&P, then the *Customer*:

1. shall be billed for the appropriate *Customer* charge as other *Customers* in the same electrical tariff rate class for each *Meter* and any other charges, such as Demand and reactive power charges and any applicable adjusting rates; and
2. shall be credited for the net excess kilowatt-hours generated during the billing period. The kilowatt-hour credit may be used to offset future consumption but shall not be carried forward more than 12 monthly billing cycles.
3. shall grant to TCL&P without any compensation to the *Customer* on the first billing cycle in April of each year, any unused energy (kWh) credits accumulated by the *Customer* during a continuous twelve-month period.

iv. Generation Capacity Limitation: A *Customer* shall be considered to be in violation if the *Customer* installs a generating facility with a nameplate capacity greater than that which was approved by TCL&P. All agreements shall immediately be void, the *Meter* may be removed, and the project must be suspended, or the *Customer* may have the *Net Metering* Agreement terminated until the violation is corrected and approved by TCL&P.

v. Renewable Energy Credits (RECs): RECs shall be owned by the *Customer* unless stated otherwise in the *Net Metering* Agreement.

g. Customer Responsibilities

Inspection, preventive and corrective maintenance, operation, and replacement of *Customer-Owned Equipment* is the responsibility of the *Customer.*

Schedule of Fees & Allowances

Type	Description	Amount
Extension Allowance	Residential	$929.00
	Commercial (General & Demand)	Three (3) years of estimated annual added revenue
Fee	Security Deposit – Residential	$110.00
	Security Deposit – Commercial	Greater of $300.00 or 2 x average monthly bill
	Simple Temporary Service	$250.00
	Service Disconnect/Reconnect for *Customer* Maintenance (during business hours)	No Charge
	Service Disconnect/Reconnect for *Customer* Maintenance (outside of business hours)	Actual Charges
	Service Disconnect/Reconnect for *Seasonal Service Customers*	6 months monthly base charge plus actual charges for any labor/equipment
	Service Reconnect for Non-Pay -8:00 AM to 2:00 PM	$20.00
	Service Reconnect for Non-Pay – before 8:00 AM or after 2:00 PM	$50.00
	Service Disconnect/Reconnect for Non-Pay – Line Crew Required	Actual charges
	Late Payment Penalty	2.0%
	Insufficient Funds Charge	$15.00
	Final Delinquency Notice	$5.00
	Tampering Fee	Actual Charges
	Additional *Meter* Test	$50.00
	Guaranteed Monthly Minimum Billing – New Commercial *Service*	1.67% of allowance
	Guaranteed Monthly Minimum Billing – Upgraded Commercial *Service*	1.67% of allowance + 1-year avg existing monthly bill