

TERMS AND CONDITIONS

X. BILLING AND RE-BILLING OF METERED AND UNMETERED SERVICES

A. When meters are installed by the Company to measure the Electric Service used by the Company's Customers, all charges for Electric Service used, except certain minimum charges, shall be calculated from the readings of such meters. All meters used to determine billing will be solely owned and operated by the Company. The Company may for its own purposes use meters that are read remotely.

B. Normally, Electric Service will be furnished and metered through one Delivery Point and will be billed separately on the applicable Rate Schedule selected by the Customer. However, the Company reserves the right where for the Company's own purposes because of the amount or characteristics of electricity required, to install two or more sets of metering apparatus, to combine the readings of meters so installed for billing purposes, and to bill these combined readings on the applicable Rate Schedule selected by the Customer. When the number of days in the billing period are less than 26 or more than 40 on a "Monthly Rate" Rate Schedule, the Rate Schedule is subject to proration of the Basic Customer Charge, any Demand Charge, and each kWh block size for all kWh blocks with the exception of the last kWh block. If the Rate Schedule does not include blocked kWh charges, proration is not required as the kWh charge does not change with usage. For all "30-Day Rate" Rate Schedules, prorate according to the instructions stated in the rate schedule.

C. When one or more transformers are installed at one Delivery Point by the Company for the Company's convenience to provide Electric Service to a single Customer at one nominal voltage, the Company reserves the right, where for the Company's own purposes because of the amount or characteristics of electricity required, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the Company's charges that are priced per kilowatt-hour.

D. Meters in service may be tested by the Company, the Commission or any other lawfully constituted authority having jurisdiction. When, as a result of such a test, a meter is found to be no more than 2% fast or slow, no adjustment will be made in the Customer's bills. If the meter is found to be more than 2% fast or slow because of incorrect calibration, the Company will rebill the Customer for the correct amount as calculated for a period equal to the lesser of:

1. One-half of the time elapsed since the most recent test of the metering apparatus.
2. 150 days for Customers having a maximum demand below 50 kW during the past year.
3. 12 months for Customers having a maximum demand of 50 kW or more during the past year.

The percentage registration of a meter will be calculated by the "weighted average" of light load and full load, which is calculated by giving a value of 1 to the light load and a value of 4 to the full load.

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E. Whenever it is found that unmetered Electric Service is being used as a result of tampering, the Customer will pay to the Company an amount estimated by the Company to be sufficient to cover the Electric Service used but not recorded by the meter and for which the Customer has not previously paid.

F. Whenever it is found that, for reasons other than incorrect calibration or tampering, the Company has not properly billed the Customer, the Company will rebill the Customer in accordance with the terms of this paragraph. In the event the true amount of Electric Service used by the Customer cannot be determined, an estimate will be made of the Electric Service used during the period in question. Such estimate will be based on all known pertinent facts and will be used in calculating the corrected bill. The period of rebilling under this paragraph will be the lesser of the following:

Undercharges

1. The period during which improper billing occurred.
2. 150 days for Customers having a maximum demand below 50 kW during the past year.
3. 12 months for Customers having a maximum demand of 50 kW or more during the past year.

Overcharges

The period of rebilling for overcharges under this paragraph will be for the period during which the improper billing occurred not to exceed 36 months, unless the Customer can provide original bills beyond the 36-month period to support any additional refund amount.

G. If, during the term of agreement for furnishing Electric Service to a Customer, the Customer is unable to operate the Customer's facilities, in whole or in part, because of accident, act of God, fire, or strike of the Customer's employees occurring at the location where Electric Service is supplied, the charge for Electric Service used during the period reasonably necessary to correct any such conditions will be reasonably adjusted in accordance with all pertinent facts and conditions.

H. As provided for in the table below, Contact Closures shall be available to all of the Company's Customers upon Customer request.

The specified charges shall apply as follows:

The applicable Installation Charge listed below has been increased by the Tax Effect Recovery Factor, pursuant to Rider D - Tax Effect Recovery, and shall be paid by the Customer prior to the installation.

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Installation and Removal Charges for Contact Closures (for kW Data Only)		
Type	Installation Charge	Removal Charge
One Circuit (Assumes Recorder Under Glass), or Single Service (Assumes Demand Meter Installation)	\$547.75	\$307.23
Additional Circuits at Same Site (Assumes Recorder Under Glass)	\$451.25	\$223.44

If Customer requests a special metering functionality (i.e., a configuration that is different from the types stated above, and that is determined by the Company to be within its capability to provide), the Company will acknowledge receipt of Customer's request for the special metering functionality in writing within five business days after receiving such request. The Company's response shall indicate that within 30 days the Company will provide the Customer with the applicable Installation Charge (calculated by the Company on the basis of net incremental cost), Removal Charge, Monthly O & M Charge, the process, and the Customer's prerequisites, which must be completed before the Company can commence and complete the installation of the special metering functionality. Once Customer has completed the applicable prerequisites, Company shall provide the special metering functionality within 45 calendar days, or as promptly as working conditions permit.

The Company is responsible for the installation and removal of all meters.

I. Smart Meter Opt-Out:

Customers served under Residential Service – Schedule 1 may request to opt-out of receiving a smart meter and have a non-communicating digital meter installed by the Company as an alternative. Such Customers are referred to as AMI Opt-Out Customers. By definition, an AMI Opt-Out Customer is a Customer served under Residential Service – Schedule 1 that requests to opt-out of receiving a smart meter and has a non-communicating digital meter installed by the Company as an alternative.

1. The following conditions are required for a Customer to be eligible to opt out of the smart meter installation:
 - a. The person requesting to opt-out of the smart meter installation must be the Customer.

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- b. The account must be in good standing. Good standing is defined as:
(i) no history of energy diversion; (ii) no more than 2 disconnect notices generated in the last 12 months as of the date of the Customer's opt-out request; and (iii) no disconnection for nonpayment in the last 12 months as of the date of the Customer's opt-out request.
 - c. The Customer shall complete and return the Company provided Non-Communicating Meter Option Enrollment Form within 45 days after it is provided to the Customer by the Company.
 - d. The Customer must currently receive electric service from the Company in accordance with residential Rate Schedule 1 or transfer to Rate Schedule 1 prior to opting-out of the smart meter installation. Customers receiving electric service on any time-of-use or demand rate and customers who generate electricity (e.g. net-metering customer) are ineligible to opt-out because the data recorded by the smart meter is required for billing and/or operating purposes.
- 2. AMI Opt-Out Customers shall pay a monthly Non-Communicating Metering Service Charge of \$10.35 to cover incremental costs associated with manually reading the Customer's non-communicating digital meter. Such payment shall continue until either a) the Customer requests removal of the non-communicating digital meter and agrees to the installation of a smart meter, or b) the Customer discontinues Electric Service at the location of the non-communicating digital meter. Such charge shall be waived if the Company estimates the reading due to any reason other than the Customer not allowing access to the meter (e.g. weather or other workload issues preventing meter reading activities, equipment failure, etc.).
 - 3. The Customer must allow the Company access to exchange the currently installed meter for a non-communicating digital meter and the meter location must be readily accessible to the Company for monthly readings. In the event the Customer refuses such access, the Company may charge the Non-Communicating Metering Service Charge.

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4. Once the Company receives a complete Non-Communicating Meter Option Enrollment Form, the Company shall install the non-communicating digital meter as promptly as working conditions permits, but no later than 30-days from receipt of the signed Non-Communicating Meter Option Enrollment Form, provided that applicable equipment is available.
5. The Company will own the non-communicating digital meters used for measuring and billing the Customer for energy consumption. The Company is responsible for the installation and removal of all meters.
6. In addition to AMI Opt-Out Customers, the Company will charge the monthly Non-Communicating Metering Service Charge of \$10.35 when the Customer refuses the installation of a smart meter and does not comply with the smart meter opt-out process.