

SECTION 12
METERS

12.1 SUPPLY OF METERS

The measurement of electric service shall be by meters installed, owned, and maintained by the Company. The Company will select the type and make of metering equipment, and may, from time to time, change or alter the equipment.

12.2 SPECIAL MEASUREMENTS

The Company shall have the right, at its option and its own expense, to place demand-meters, load survey meters, or other instruments and equipment on the premises of any customer for the purpose of measuring the demand, collecting interval data, or for other measurements of all or any part of the customer's load.

12.3 METER TESTS

The Company, at its expense, will make periodic or sample tests and inspections of its meters in order to maintain them at a high standard of accuracy. The Company also will perform such other tests as it deems necessary for the proper administration of its rates, or as required by law.

12.4 REQUEST TESTS

The Company will make additional tests or inspections of its meters at the request of a customer provided said meter has not been tested within the previous 12 months. The Company reserves the right to make the charge provided for in Maine Public Utilities Commission Rules, Chapter 320 - Service Standards of Electric Utilities when such test shows the meter to be in error no more than plus or minus (+/-) four percent (4%). The customer(s) shall be allowed to be present during such testing.

12.5 ADJUSTMENT OF BILL - REFUND

- a) When the Company determines that it has over-billed a residential customer because 1) the test of his or her meter reveals its average accuracy to be more than four percent (4%) high, 2) the Company discovers that the meter records have been switched or 3) for other reasons, the Company will refund to the customer excess charges for the previous six (6) months, or the actual period of error, not to exceed six (6) years, if the actual period can be determined.

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Raymond W. Hepper

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General Counsel

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12.5 ADJUSTMENT OF BILL - REFUND (Continued)

- b) When the Company determines that it has over-billed a non-residential customer because 1) the test of his or her meter reveals its average accuracy to be more than four percent (4%) high, 2) the Company discovers that the meter records have been switched or 3) for other reasons, the Company will refund to the customer excess charges for the previous six (6) months, unless it can be shown from the records of either party that the error has existed for a greater or lesser period, in which case the refund shall cover the actual period; provided, that in no case shall a refund cover a period longer than the previous six (6) years.

12.6 ADJUSTMENT OF BILL - CHARGE

- (a) When the Company determines that it has under-billed a residential customer because 1) the test of his or her meter reveals the meter's average accuracy to be more than four percent (4%) low, 2) the Company discovers that the meter records have been switched or 3) for other reasons except for unauthorized use or fraud by the customer, the Company may issue a make-up bill for the unbilled charges for the previous six (6) months, or the actual period of error, not to exceed twelve (12) months (consistent with Section 8E1 of Chapter 815 of the Maine Public Utilities Commission), if the actual period can be determined. In the event of unauthorized use or fraud by a residential customer, the Company may issue a make-up bill for the unbilled charges for the previous six (6) months, or the actual period of unauthorized use or fraud, not to exceed six (6) years, if the actual period can be determined.
- (b) When the Company determines that it has under-billed a nonresidential customer because 1) the test of that customer's meter reveals the meter's average accuracy to be more than four percent (4%) low, 2) the Company discovers that the meter records have been switched or 3) for other reasons except for unauthorized use or fraud by the customer, the Company may issue a make-up bill for the unbilled charges for the previous twelve (12) months, or the actual period of error if the actual period can be determined; provided, however, that in no case shall the Company issue a make-up bill for a period longer than the previous six (6) years.

12.7 RENTAL METERS

Cancelled.

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12.8 METER LOCATION ADJUSTMENT

When service is metered at a lower or higher voltage than the delivery voltage, the measured kWh will be increased or decreased respectively by 2% for billing purposes or, at the option of the Company, a continuous on-site adjustment will be made through compensating metering equipment or a factor applied based on the transformer manufacturer's data.

12.9 NONSTANDARD METER INSTALLATIONS

The Company will install a nonstandard meter at the request of a customer and will accommodate requests for nonstandard meters as quickly as practicable in the normal course of the Company's business. Nonstandard meters include meters installed as part of CMP's Smart Meter Opt-Out Program.

With the exception of meters installed as part of CMP's Smart Meter Opt-Out Program, the Company will charge its incremental costs of owning, maintaining, and installing the nonstandard meter to the customer. The Company, at its sole discretion, may require advance payment from the customer.

Section 12.11 of CMP's Terms and Conditions describes requirements for participation in the Company's Smart Meter Opt-Out Program.

12.10 MASTER METERING STANDARD

1. RESIDENTIAL SERVICE

Each dwelling unit in a building that contains more than one residential dwelling unit will be separately metered unless the occupant of each such unit does not have control over any portion of the electric energy used in such unit, or with respect to any portion controlled by the occupant, the long-run benefits to the electric consumers in such building do not exceed the costs of purchasing and installing separate meters in such building. Master metered residential services existing as of December 16, 1983 may be continued.

2. GENERAL (NON-RESIDENTIAL) SERVICE

All new commercial buildings that will contain more than one separately leased or owned unit will be separately metered unless the occupant of each such unit does not have control over any portion of the electric energy used in such unit, or with respect to any portion controlled by the occupant, the long-run benefits to the electric consumers in such building do not exceed the costs of purchasing and installing separate meters in such building.

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Vice President – Controller, Treasurer & Clerk

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12.11 SMART METER OPT-OUT PROGRAM

Any residential customer or any non-residential customer eligible to take service under CMP's SGS or SGS-TOU Electric Delivery Rate Schedule and who chooses not to have a standard wireless smart meter installed on their premises may select one of the following alternatives:

- a. an electro-mechanical meter. A customer selecting this alternative will pay (i) an Initial Charge of \$40.00 per meter, which will appear on the customer's first bill following the date the customer chooses this alternative and; (ii) a Recurring Monthly Charge of \$12.00 per meter beginning by the later of October 1, 2011 or the date the customer chooses this alternative.

If the customer's existing meter is a properly functioning electro-mechanical meter, the customer may retain said meter and will pay the Initial Charge and Recurring Monthly Charge described above. The Company, at its sole discretion, may replace the customer's existing electro-mechanical meter with an equivalent meter.

- b. a standard wireless smart meter with the internal network interface card operating in receive-only mode. A customer selecting this alternative will pay (i) an Initial Charge of \$20.00 per meter, which will appear on the customer's first bill following the date the customer chooses this alternative and; (ii) a Recurring Monthly Charge of \$10.50 per meter beginning by the later of October 1, 2011 or the date the customer chooses this alternative.

If these meters are not available at the time the customer requests this option, the customer may retain their existing electro-mechanical meter and pay the Initial Charge and Recurring Monthly Charge described in subsections b(i) and b(ii). A customer who initially selects a standard wireless smart meter with the internal network interface card operating in receive-only mode but decides to retain their existing electro-mechanical meter will be billed the Initial Charge and Recurring Monthly Charge described in subsections a(i) and a(ii). CMP will include these charges beginning with the first bill following the date the customer notifies CMP of their decision to retain their existing electro-mechanical meter.

- c. A customer will be subject to the charges outlined above each time they establish service at a new premise location.
- d. If a customer has multiple meters that are not standard wireless smart meters and the energy usage registered on those meters is added together and combined into one bill, with one customer charge, the customer will pay a single Initial Charge and Recurring Monthly Charge. For all other multiple meter situations, the customer will pay an Initial Charge and Recurring Monthly Charge for each meter that is not a standard wireless smart meter.

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12.11 SMART METER OPT-OUT PROGRAM (Continued)

- e. A customer choosing to convert to a standard wireless smart meter from an electro-mechanical meter or from a wireless smart meter with the internal network interface card operating in receive-only mode will not be charged for the conversion. The customer remains responsible for any unpaid opt-out charges incurred by said customer prior to conversion to a standard wireless smart meter.

Residential Electricity Lifeline Customers

If the customer participates in the Company's Residential Electricity Lifeline Program described in CMP's Term and Condition 33 and has an income level equal to or less than 100% of the Federal Poverty Guidelines, the customer will pay fifty percent (50%) of the Initial Charge and Recurring Monthly Charge related to their opt-out selection. If the customer participates in the Company's Residential Electricity Lifeline Program and has an income level greater than 100% of the Federal Poverty Guidelines, the customer will pay seventy-five percent (75%) of the Initial Charge and Recurring Monthly Charge related to their opt-out selection.

Short-Term and Temporary Service

For any short-term service customer participating in the Company's Smart Meter Opt-Out Program, the Company will bill the Recurring Monthly Charge consistent with the billing of the Service Charge or Minimum Charge. The Company will bill the Initial Charge on the customer's first bill following the date the customer chooses their opt-out alternative.

For any temporary service customer participating in the Company's Smart Meter Opt-Out Program, the Company will bill an Initial Charge and Recurring Monthly Charge consistent with subsections a and b above. If the temporary service customer becomes a permanent service customer, the Company will continue to bill a Recurring Monthly Charge but will not bill an additional Initial Charge.

Selection Period

- (a) Through the earlier of December 31, 2012 or the conclusion of the standard wireless smart meter deployment period, the Company will communicate with customers regarding opt-out alternatives using an opt-out enrollment mailing. A customer must notify the Company of their opt-out selection within thirty (30) days of the date of the opt-out enrollment communication from the Company. A customer who has received an opt-out enrollment mailing from the Company and who notifies the Company of their opt-out selection after the thirty (30) day period will be subject to a \$25 surcharge in addition to the charges outlined in subsections a and b above. The Company will apply the surcharge to the customer's first bill following the date the customer chooses their opt-out alternative. The Company may waive the surcharge if the Company determines the customer had sufficient reason for their failure to notify the Company of their opt-out selection within the thirty (30) day period.

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12.11 SMART METER OPT-OUT PROGRAM (Continued)

Selection Period (continued)

- (b) Customers who do not notify the Company of an opt-out selection and who refuse to allow the Company to install a standard wireless smart meter shall be deemed to have selected the electro-mechanical opt-out alternative and shall be charged in accordance with Paragraph a on Page 12.3 of the Company's Terms and Conditions. Prior to the first billing containing opt-out charges, the Company shall notify each Customer of the additional charges and shall explain why the Company is assessing the charges. If a Customer refuses to pay for the opt-out alternative and continues to refuse installation of a standard wireless smart meter, the Company shall take appropriate action as allowed under Chapter 815 of the Maine Public Utilities Commission's Rules.

Inaccessible Meters

In accordance with Section 10.4 of the Company's Terms and Conditions, a customer, at their expense, shall maintain suitable and safe access to all equipment owned by the Company on the customer's property. If the Company receives no response from a customer after repeated attempts to arrange to install a standard wireless smart meter for said customer, the customer shall be deemed to have selected the electro-mechanical opt-out alternative and shall be charged in accordance with Paragraph a on Page 12.3 of the Company's Terms and Conditions. Prior to the first billing containing opt-out charges, the Company shall notify each Customer of the additional charges and shall explain why the Company is assessing the charges. If a Customer refuses to pay for the opt-out alternative and does not schedule an appointment with the Company to install a standard wireless smart meter, the Company shall take appropriate action as allowed under Chapter 815 of the Maine Public Utility Commission's Rules.

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