

Rider AMICOO – Advanced Metering Infrastructure Community Opt-out

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**Definitions**

“Requesting Community” is a Governmental Unit, or a Community which has legally-binding authority over members of the Community.

“Governmental Unit” is any county, municipality, township, special district, or unit designated as a unit of local government by law and which exercises limited governmental power or powers in respect to limited governmental subjects. All IPL customers in any Governmental Unit shall be located in a reasonably contiguous geographic area within IPL’s service territory.

“Community” is a non-governmental legal entity that has authority to select a community opt-out option on behalf of all eligible IPL customers within its membership and desires to be subject to this rider. All IPL customers in any Community shall be located in a reasonably contiguous geographic area within IPL’s service territory.

“Individual non-standard meter options (NSMA Option) Tariff” is Section 14.05 of the Electric General Rules and Regulations.

**AMI Community Opt-out Process**

A Requesting Community may, by any legal method of decision-making, determine that it wants to opt out from the Company’s installation and use of advanced metering infrastructure (AMI) for all eligible customers in the Requesting Community (an AMI Community Opt-out). Such application to IPL shall include the following and any other information reasonably requested by IPL:

- Evidence supporting the legal process by which the Requesting Community determined to be subject to this tariff and can legally take such action on behalf of the members of the Requesting Community, including a certification that it has met all such obligations of that process. An ordinance or similar legislation (for a Governmental Unit); and a declaration of covenants, conditions, and restrictions (CCR) or the rules and regulations of a homeowners’ association or condominium association (for a Community) will suffice as adequate evidence of such legal process, provided the following conditions are met:
  - A legal document has been properly authorized and contains a determination or decision that the Community or Governmental Unit wants an AMI Community Opt-Out and requires eligible IPL customers in the Requesting Community to comply with any Board order implementing the AMI Community Opt-out and this tariff, until such time as the tariff is suspended, revoked, terminated, or otherwise superseded;
  - The legal document contains language sufficient to cause the obligation of the AMI Community Opt-Out to run with the subject property or otherwise bind assigns and successors in interest; and
  - Considered alongside other relevant legal documents (e.g., formation and governance documents, existing declaration of covenants, etc.), the legal document shows that the Community or Governmental Unit has authority to make the determination or decision for eligible IPL customers in the proposed Requesting Community and has followed the proper process for doing so.

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A Community may provide evidence supporting the legal process by which the Community determined to be subject to this tariff and can legally take such action on behalf of its members other than those enumerated herein (i.e., other than through a CCR or the obligations of a homeowners' association or similar body) provided the evidence meets the conditions above.

- A detailed geographic description of the Requesting Community;
- A listing of residential customer names within the Requesting Community and corresponding service addresses; and
- The Requesting Community designated point of contact for responding to all inquiries regarding the application.

IPL will indicate to the Requesting Community within 30 days of receipt of the application a determination on whether the Requesting Community is eligible for the AMI Community Opt-out and, if eligible, IPL's calculation of the costs to implement the AMI Community Opt-out pursuant to this tariff. If IPL finds a Requesting Community is not eligible for the AMI Community Opt-out, and the request was made in good faith, IPL will not assess any costs to the Requesting Community for its application. During this time period, IPL and the Requesting Community shall jointly cooperate in the timely exchange of information to facilitate IPL's review. If IPL identifies deficiencies in the Requesting Community's application, IPL shall provide a detailed explanation of those deficiencies to the Requesting Community. The Requesting Community may submit an amended application which addresses those deficiencies. The Requesting Community may file a new or amended application without a waiting period unless the Requesting Community has filed a complaint with the Board. If a complaint is filed with the Board, the Requesting Community may reapply to IPL when the complaint process with the Board is completed. If IPL determines that the Requesting Community is eligible, the Requesting Community may, within 60 days of IPL's notification to the Requesting Community of such eligibility, request IPL to file with the Board a tariff revision for Board approval which identifies the Requesting Community, tariff effective date, and rates applicable to the Requesting Community for an AMI Community Opt-out. If IPL concludes in IPL's sole determination that the Requesting Community is not eligible for the AMI Community Opt-out, or if the Requesting Community does not, within 60 days from receipt of the notification of IPL's determination indicating eligibility, request IPL make the tariff filing, no filing to the Board will be made. Pursuant to 199 IAC Chapter 6, the Requesting Community shall have the right to appeal to the Board IPL's determinations, decisions, or proposals under this tariff, including IPL's determination that the Requesting Community is not eligible for the AMI Community Opt-out or IPL's proposed agreement with the Requesting Community.

Approval of the AMI Community Opt-out requires the execution by the Requesting Community of an agreement with IPL addressing the obligations and requirements of compliance with this tariff. An AMI Community Opt-out shall not grant the Requesting Community customers preferential treatment in IPL's rates, charges, or application of electric service general rules and regulations. Costs charged to the Requesting Community or its eligible customers shall be those described further in this tariff.

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**AMI Community Opt-out Eligibility**

An AMI Community Opt-out shall be applicable to all the Company's residential customers in the Requesting Community who are otherwise eligible to opt out of AMI metering pursuant to the Individual NSMA Option Tariff, and regardless of whether such customer desires to opt out of AMI metering. Upon the effective date of a Board-approved AMI Community Opt-out tariff for a Requesting Community any customers on the Individual NSMA Option Tariff within the Requesting Community will be converted from the Individual NSMA Option Tariff rate to the approved AMI Community Opt-out rate.

Metering options for individual residential customers in an approved Requesting Community shall be limited to those options available pursuant to the Individual NSMA Option Tariff.

Once subject to this rider, a Requesting Community may request to be removed from the rider by filing a request with IPL, supported by a decision of the Requesting Community, made in the same or similar manner as the request to be covered by the rider, meeting the conditions above. IPL shall then file a tariff revision for Board approval removing that Requesting Community from this rider and IPL's proposal for recovering all outstanding costs from the Requesting Community associated with its AMI Community Opt-out.

**AMI Community Opt-out Costs and Payment Responsibility**

Each eligible residential customer in the Requesting Community shall be responsible for paying, on a pro rata basis, all costs associated with this tariff. Costs shall include a one-time application fee covering IPL's costs associated with the application process and the following costs included in a monthly charge, which are of the same type of costs that are included in the Individual NSMA Option Tariff:

- Setting up each individual eligible customer in the IPL billing system for opt-out treatment;
- Maintaining non-standard alternative meters;
- Reading non-standard alternative meters;
- Replacing AMI meters in the Requesting Community, if necessary;
- Complying with meter testing requirements; and
- Any customer service and field expenses in maintaining opt-out accounts.

A Requesting Community has the right to elect, in their application, that the Requesting Community, rather than eligible residential customers in the Requesting Community, be billed for the costs of this tariff.

In the event that a Requesting Community requests to be removed from the rider and receives Board approval to do so, IPL will collect all outstanding costs, if any, that the Requesting Community is responsible for paying as determined at the time of the application, from the Requesting Community associated with its AMI Community Opt-out and any costs associated with removal from this rider.

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**Billing**

The one-time application fee will be billed to the Requesting Community or on a pro rata basis billed to all eligible residential customers within the Requesting Community, based on the preference of the Requesting Community and reviewable by the Board for reasonableness.

The monthly charges due under this rider will be determined based upon the costs estimated for that Requesting Community and approved by the Board, subject to annual reconciliation of actual costs incurred. The monthly charge under this rider shall not exceed the monthly charge under the Individual NSMA Option Tariff rate per eligible meter, inclusive of any annual over/under collection. All eligible residential customers (or the Requesting Community if the Request Community so requests) shall be billed monthly by the Company on a pro rata basis for all costs associated with this tariff.

IPL will conduct an annual reconciliation to compare the actual costs incurred to provide the tariffed service versus the actual revenues collected to provide the tariffed service. Any over/under collection of costs shall be carried forward into the following year's cost estimate and reflected in revised rates. All eligible residential customers and the Requesting Community will be notified annually of any change in the monthly charges.

If an eligible customer does not pay the applicable charges on or before the due date shown thereon, IPL may move to follow its normal collection procedures, up to and including service disconnection. If the Requesting Community is the billed entity and does not pay the applicable charges on or before the due date shown thereon, the Requesting Community is subject to the charges, procedures, and remedies provided in the agreement executed with the Company, but in no event will customers in the Requesting Community have service disconnected as the result of a Requesting Community's failure to pay any applicable bill. In addition, for failure of a Requesting Community to timely pay its bill or for failure of a Requesting Community to comply with other portions of this tariff or the agreement executed with the Company, IPL may file a request with the Board to terminate the application of this tariff to the Requesting Community. Any Board approval of an IPL request to terminate the application of this tariff to the Requesting Community shall ensure that the Company recovers all outstanding costs from the Requesting Community associated with its AMI Community Opt-out and any costs associated with removal from this rider.