



ELECTRIC SAMPLE FORM 79-1179
PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2
SINGLE CUSTOMER-OF-RECORD ENROLLMENT AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**



PLUG-IN ELECTRIC VEHICLE SUBMETERING PILOT PHASE 2

Single Customer-of-Record Enrollment Agreement

Terms and Conditions

This Participation Agreement (“Agreement”), effective upon the date a Customer Enrollment Agreement (CEA) is submitted, is entered into between Pacific Gas & Electric (PG&E), the customer that receives electric service from PG&E (hereafter, “Participant,” “Customer,” or “you”) and the Submeter Meter Data Management Agent (Submeter MDMA) providing data management services. PG&E, Participant and Submeter MDMA are referred to jointly as “Parties.”

A. Purpose and Overview of the Phase 2 Pilot

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Phase 2 Pilot. To participate in the Phase 2 Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rate requires a separate meter to measure only the energy used to charge electric vehicles. PG&E will set up a separate service account and the energy used to charge EVs will be billed on the applicable EV rate schedule. The rest of the energy used at your residence or business will be billed at your otherwise applicable tariff. For the Phase 2 Pilot, the separate meter must be a submeter owned by the Customer or by a third-party. The Phase 2 Pilot is available to eligible customers within all of PG&E’s service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap (100 submeters).

As a Participant in the Phase 2 Pilot, you agree to install an eligible Customer- or third-party-owned submeter that meets the California Public Utilities Commission (CPUC) approved Submeter MDMA Registration Agreement, Attachment 1 - Performance Standards for Metering and Submeter Meter Data Management Agents, for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable EV rate. Your Submeter MDMA will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on its or your behalf. PG&E will be the single point-of-contact for all PG&E billing issues.

The Phase 2 Pilot will begin on November 1, 2016, and enrollment will end on April 30, 2017. Any Customer enrolled in the Phase 2 Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however, the Customer may terminate participation in the Phase 2 Pilot at any time by contacting PG&E. When Phase 2 Pilot participation ends, the EV rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer’s otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator, Nexant, paid by the Investor Owned Utilities (IOUs), with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC’s instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If



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your submeter is selected for testing, tests will be arranged at a convenient time, and your Submeter MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Phase 2 Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

B. ELIGIBILITY

To be eligible to participate in the Phase 2 Pilot, Participants must:

1. Have an active PG&E service account with no Past Due Bills or Summary Bills (as defined by Rule 11).
2. Have an eligible PG&E interval data recorder (IDR) SmartMeter®.
3. Charge a plug-in electric vehicle at that account.
4. Have an approved submeter installed for the exclusive use of tracking the energy used to charge their electric vehicle.
5. Be a Bundled Service Customers or Community Choice Aggregation (CCA) customer [i. e. does not participate in Direct Access (DA) or Community Aggregation (CA) service].
6. Not be on PG&E's EV-TOU rate (EV-A). If Participant is already enrolled, they must unenroll for the duration of their participation in the Phase 2 Pilot. If the customer is on EV-A PG&E will automatically enroll the customer on the E-1 rate upon enrollment and for the duration of the Phase 2 Pilot unless instructed otherwise.
7. Not participate in the Smart Rate/Smart Day program. If Participant is already enrolled, they must unenroll for just the duration of their participation in the Phase 2 Pilot.
8. Not participate in either the Budget Billing or Automatic Payment Plan options offered by PG&E for the duration of their participation in the Phase 2 Pilot if their Submeter MDMA provides remittance payments to PG&E. If participant is already enrolled in one of these plans, Participant must unenroll for just the duration of their participation in the Phase 2 Pilot.
9. Not participate in the California Independent System Operator (CAISO) sponsored demand response programs facilitated through Electric Rule 24.

C. DUTIES AND OBLIGATIONS OF PG&E:

PG&E will:

1. Respond promptly to questions from a Submeter MDMA on customer's eligibility without disclosing confidential customer data.
2. Enroll you in the Phase 2 Pilot beginning with your next PG&E billing period, provided that your Submeter MDMA has submitted your complete Customer Enrollment Agreement (CEA) at least five (5) business days prior to the end of your current billing cycle and if the volume of customer agreements in process at that time does not exceed an average of five (5) agreements per business



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day over any five (5) business day period. In that event, your enrollment will be effective beginning with your subsequent PG&E billing period. Note: A CEA is not considered complete if it contains inaccurate, missing or crossed-out information.

3. Set up your separate service account and bill for energy used to charge your EV on the applicable EV rate schedule (i.e. Residential: EV-B; Commercial/Industrial: Rate Schedule A-1, A-10, A6, B-1, B-6 or B-10, depending on demand level);
4. Receive your submeter EV usage information from your Submeter MDMA;
5. Use this information to separately calculate your usage for charging your electric vehicle on the applicable EV rate and the rest of your home or business usage on your current rate. Accuracy of your bill is dependent on receiving timely and accurate information from your Submeter MDMA and the accuracy of the submeter itself.
6. Late, incomplete, or inaccurate EV submeter usage information will be disregarded [treated as if there was no EV usage for the time interval(s) involved] only where the Submeter MDMA action is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at your current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.
7. Work with you and your MDMA to resolve any disputes. Your Submeter MDMA will be the single point-of-contact for all submeter data issues regardless of any agreement you or the Submeter MDMA may have with other organizations providing Submeter Pilot services on your or your Submeter MDMA's behalf. PG&E will be the single point-of-contact for all PG&E billing issues.
8. Provide you a summary bill reflecting all of your charges, including your submetered EV usage.
9. After 12 consecutive billing cycles PG&E will close your submeter account. Your entire residence or business usage, including your EV usage, will then be charged at your otherwise applicable rate.

D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter¹ for the exclusive use of tracking the energy used to charge your electric vehicle;
2. Own the EV submeter and be entirely responsible for its ongoing accuracy, maintenance and services.
3. Acknowledge that the submetered account will be set up and electric vehicle charging usage during the Phase 2 Pilot will be billed on the applicable EV rate schedule.

¹ Submeter MDMA Registration Agreement, Attachment 1: *EV Submeter Pilot Phase 2 Performance Standards for Metering and Meter Data Management Agents.*



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4. Have an approved Submeter MDMA provide PG&E with your submetered usage data as scheduled in the required format in compliance with the Submeter MDMA performance requirements (copy available upon request).

Participant will:

1. Provide an independent third-party evaluator with feedback on your experiences with Phase 2 Pilot participation, including enrollment, equipment installation, and billing.
2. Authorize the Submeter MDMA to submit this CEA to PG&E on behalf of the Participant.
3. Provide access and assistance to facilitate random meter testing by an independent third-party evaluator, if selected.
4. Acknowledge that the EV submeter usage information may not meet the accuracy standards required by PG&E for billing purposes. The Phase 2 Pilot Participant's EV usage will be billed based on the submetered data provided by the Submeter MDMA, who is solely responsible for the accuracy and timely delivery to PG&E of submetered usage information.
5. Retain sole responsibility for paying the entire monthly bill including EV usage and other charges regardless of any agreement between you and your Submeter MDMA.
6. Contact your Submeter MDMA who will be the single point-of-contact for all submeter data issues regardless of any agreement you or your Submeter MDMA may have with any third party providing services on your or your Submeter MDMA's behalf.
7. Contact PG&E, who will be the single point-of-contact for all PG&E billing issues.
8. Be allowed to re-enroll for the remainder of Participant's Phase 2 Pilot term of 12 consecutive billing cycles in the event the Participant has a change of address. For customers that relocate within PG&E's service territory: 1) their Submeter MDMA must submit a new, separate Customer Enrollment Agreement for their new service address at least five days before the end of the current billing period; and 2) they are eligible to reenroll in the Phase 2 Pilot after the Enrollment Period. Similarly, customers that relocate to another IOU's service territory may reenroll for the remainder of Participant's Phase 2 Pilot term if the other IOU's 500 submeter limit has not been met.
9. Notify PG&E of a change-of-address or request to end Phase 2 Pilot participation at any time before the completion of 12 billing cycles. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

E. TERMINATION:

1. This Agreement shall be effective for no more than 12 consecutive billing cycles after Phase 2 Pilot enrollment.
2. PG&E may petition the CPUC's Energy Division to terminate this Agreement, with no cost, liability, or further obligation, if the Submeter MDMA fails to meet Submeter MDMA performance requirements for three consecutive months.



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3. PG&E shall have the right to modify or immediately terminate this Agreement upon written notice to Participant if PG&E determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable laws or if Participant fails to satisfy its obligations pursuant to this Agreement.
4. Participant shall email or call PG&E promptly if Participant no longer desires to participate in the Phase 2 Pilot. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).
5. PG&E will notify Participant if the Submeter MDMA service is terminated and Participant may complete the remainder of its 12 consecutive billing cycles subject to completing the requirements to re-enroll with an alternative Submeter MDMA.

F. NOTICES

PG&E will provide notices to Customer about the Phase 2 Pilot by email or mail to the Customer name and address listed on the Customer Enrollment Agreement. Notices from Customer to PG&E, except Disenrolling from the Phase 2 Pilot per section E. 4, hereunder shall be in writing and sent via electronic mail:

By Email: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

G. LIMITATION OF LIABILITY:

1. Participant shall indemnify, hold harmless and defend PG&E and its directors, employees, agents, and contractors from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, this Agreement, unless solely caused by the negligence or willful misconduct of PG&E.
2. In no event shall PG&E be liable for any incidental, indirect, special, consequential, or punitive damages (including lost income), for any cause of action, whether in contract or tort, arising in any manner from this Agreement or the performance or non-performance of its obligations under this Agreement, regardless of the cause or foreseeability thereof. Unless solely caused by PG&E's negligence or willful misconduct, and except as expressly stated otherwise in this Agreement, PG&E shall not be liable for any costs, liabilities, claims or expenses in connection with this Agreement, including any loss or damage to any Participant's property. Further, in no event shall the amount of PG&E's aggregate liability or damages shall not exceed ten thousand dollars (\$10,000.00).
3. Participant acknowledges that PG&E has not promised Participant energy or bill savings from use of the EV submeter and/or participation in the Phase 2 Pilot.



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4. Participant will hold PG&E harmless for its participation in and use of any other PG&E programs or features during the course of the Phase 2 Pilot. Programs such as My Account, Green Button, and Budget Assistant may be available to customers participating in the Phase 2 Pilot but the accuracy of the data may be affected.
5. Participant will hold PG&E harmless for its inability to participate in PG&E Direct Pay, Level Pay Plan, Peak Time Rebate (Save Power Day), and any CAISO-sponsored demand response programs facilitated through Electric Rule 24 during the course of the Phase 2 Pilot.

H. WARRANTY DISCLAIMER:

PG&E makes no warranties, whether statutory, express, or implied, including, but not limited to, any warranties regarding the safety, design, construction, function, performance, fitness for a particular purpose, or placement of customer-owned or third-party owned submeters, or any benefits to be derived from the placement, operation, or use of the customer owned or third-party owned submeters.

I. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California, without reference to its choice of law provisions, and it is subject to modifications by the California Public Utilities Commission in the exercise of its jurisdiction.

J. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties related to Participant's participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of the Phase 2 Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

K. APPLICABLE PG&E RATES FOR PHASE 2 PILOT:

1. Where the Primary Meter qualifies for Residential Service:
 - Rate Schedule EV, option B
2. Where the Primary Meter qualifies for Commercial/Industrial Service
 - Rate Schedule A-1 or B-1 (customers < 75 kW)
 - Rate Schedule A-10 or B-10 (customers > 75 kW < 500 kW)
 - Rate Schedule A-6 or B-6 (customers with demands < 500 kW)

More detail on these rates can be found at <http://www.pge.com/tariffs/ERS.SHTML#ERS>



*Pacific Gas and
Electric Company*[®]

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Special Notes:

Rate Schedule NEM may be applied as a “rider” to all the schedules above, subject to the 100 submeter cap, and would be applicable to customers with photovoltaic systems meeting the tariff requirements.

All charges and provisions of the customer’s current tariff shall apply to the primary meter, except that the PEV usage, as measured by the submeter, will be billed on an applicable PEV rate schedule.

Any exceptions to the above rates are defined in Schedule PEVSP Phase 2, Special Condition 17.



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Single Customer of Record Enrollment Agreement Instructions

Instructions to Customer:

STEP 1: Read the Plug-In Electric Vehicle Submetering Phase 2 Pilot Participation Agreement in its entirety

STEP 2: Install an eligible submeter(s) (i.e. EVSE with embedded submeter or stand-alone submeter) owned or leased by you or a third party

STEP 3: Retain the services of a CPUC-approved Submeter Meter Data Management Agent (Submeter MDMA)

STEP 4: Complete this Customer Enrollment Agreement (your Submeter MDMA may assist you with completing the form)

STEP 5: Sign the last page of this form (Section 4) to authorize the entire Agreement

STEP 6: Have your Submeter MDMA sign the last page of this form (Section 4) to authorize the entire Agreement.

STEP 7: Your Submeter MDMA must submit this Customer Enrollment Agreement to PG&E for processing:

- At least five (5) business days before the end of your billing cycle for you to be enrolled in the next billing cycle, subject to the exceptions described above
- By Email: PEVSP@pge.com

NOTE: If you cannot send enrollment via electronic mail, please contact PG&E at 1-800-PGE-5000 (1-800-743-5000).

STEP 8: Retain a copy of the completed Agreement for your records.

Processing:

PG&E will review the Agreement and reply as follows:

- If Agreement is not complete (i.e. contains inaccurate, missing or crossed-out information): You and your Submeter MDMA are notified. You and your Submeter MDMA must complete and sign and date a new Agreement correcting the error(s) and resubmit to PG&E.
- If Agreement is complete: Enrollment process continues. Upon completion, PG&E will inform you and your Submeter MDMA when your EV Phase 2 Pilot participation begins.

For questions or for more information regarding this agreement, customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

Entire Agreement This Agreement, together with the applicable EV Rate and Phase 2 Pilot Terms and Conditions, contains the entire agreement and understanding between the Parties related to Participant's



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participation in the Phase 2 Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs or as modified by the Commission in the exercise of its jurisdiction. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter.

Section 1 Property Type (Check one)

Detached Home (Residential) Multi-family Dwelling/Attached Home (Residential) Commercial (Business)

Section 2 PG&E Customer Account Information

2-____-____-____-____
Customer Account Number (Appears below your name on your PG&E bill)

____-____-____-____-____-____
Primary PG&E Electric Meter ID Number (Appears below the "Compare the Electricity You Are Using" header section on the first page of your bill; Enter 9s for non-metered service)

First and Last Name (As it appears on your bill) Print Name

Service Account Street Address City State Zip

____-____-____-____-____-____@_____
Telephone Number Email Address (To be used for communications regarding Phase 2 Pilot)

If Commercial Account: Business Name Contact Name Title

* Alternate Mailing Address (Provide if applicable):

Street Address City State Zip

Section 3 MDMA Submeter Information (If customer elects to have multiple submeters, up to 19, please attach separate sheet for each submeter. Note: Multiple level submeters in a series are not allowed.)

Submeter unique identifier (Appears on the Submeter)

Date Submeter(s) installed: ____/____/____

Expected charging demand (kW): _____

Check the appropriate box below.

- Single Customer-of-Record Scenario #1
- Single Customer-of-Record Scenario #2



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Check all applicable statements below and complete table for your specific device(s)

Devices installed prior to Phase 2 Pilot:

Any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Phase 2 Pilot must have been certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or EVSE with embedded submeter¹, and related PEV charging circuits, must have been installed by a person or entity with a general electrical contractor’s license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: <https://www.osha.gov/dts/otpca/nrtl/>

Device	Manufacturer	Model	NRTL Certified
EVSE			<input type="checkbox"/>
EVSE with Embedded Submeter			<input type="checkbox"/>
Stand-alone Submeter			<input type="checkbox"/>

Devices installed as part of the Phase 2 Pilot:

Any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Phase 2 Pilot must be certified to Underwriters Laboratories (UL) standards by an OSHA-approved NRTL or meet PG&E’s safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter, except a plug-in EVSE or EVSE with embedded submeter,¹ and related PEV charging circuits must be installed by a person or entity with a general electrical contractor’s license issued by the California Contractors State License Board and must obtain any required inspection and approval by the local AHJ.

Device	Manufacturer	Model	UL Std./NRTL Certified
EVSE			<input type="checkbox"/>
EVSE with Embedded Submeter			<input type="checkbox"/>
Stand-alone Submeter			<input type="checkbox"/>



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Section 4 Customer & Submeter MDMA Authorization

Customer:

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from any actions taken by my Submeter MDMA. I understand that I may cancel my participation in the Phase 2 Pilot at any time by calling PG&E. Customers can email PG&E at PEVSP@pge.com or can call PG&E at 1-800-PGE-5000 (1-800-743-5000).

By checking the box, you are signing this Customer Enrollment Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual or "wet" signature on this Agreement as of the date on this Agreement. By typing your name, entering the date, and checking the box to the left, you consent to be legally bound by the terms and conditions in this document. *Copies of Customer's signed signature page may be transmitted to PG&E by facsimile or other electric means. Copies of the signature page may be used for the purpose of enforcing the terms of this agreement.*

[This form must be signed by someone who has authority to financially bind the customer]
[For example, CFO of a company or City Manager of a municipality]

Authorized Customer Signature

Authorized Customer Name (Print)

____-____-____-____-____-____
Telephone Number

Executed this _____ day of _____ at _____
Month Year City and State Where Executed

To sign this document electronically:

- Check the box indicating that you are signing this Customer Enrollment Agreement electronically and agree that your electronic signature is the legal equivalent of your manual or "wet" signature on the Agreement.

Sign your name as follows: /s/ Customer Name.

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Attachment 1

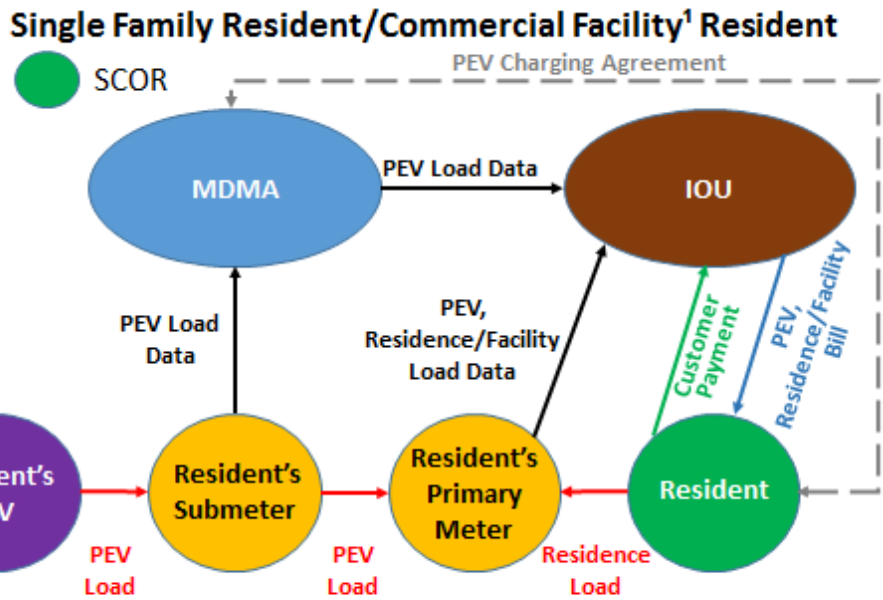
Single Customer-of-Record (SCOR) Scenarios

The following scenarios are single customers-of-record scenarios that will be supported by the IOUs.

Scenario 1: Residential (IOU Customer) Pays Submeter and Primary Meter Bills

Process Flow

1. Resident generates load recorded on primary meter
2. Resident charges PEV recorded on resident's submeter and primary meter
3. PEV load data received by MDMA from submeter
4. MDMA sends PEV load data to IOU
5. PEV and residence load data received by IOU from primary meter
6. IOU performs subtractive billing
7. Resident receives IO bill for separate residence and PEV accounts and pays IOU
8. Note: Resident retains sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA or any other party.



¹ Facility includes residents in MUD, condo complex or commercial facility

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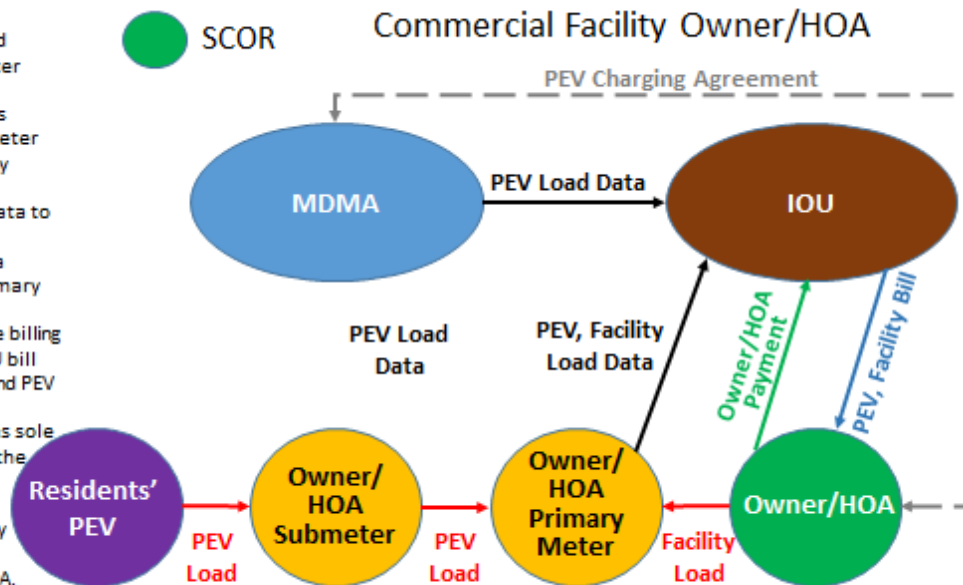
Attachment 1

Single Customer-of-Record (SCOR) Scenarios

Scenario 2: Owner/HOA (IOU Customer) Pays Submeter and Primary Meter Bills

Process Flow

1. Owner/HOA's facility load recorded on primary meter
2. Resident's PEV charging recorded on owner/HOA's submeter and primary meter
3. PEV load data received by MDMA from submeter
4. MDMA sends PEV load data to IOU
5. PEV and facility load data received by IOU from primary meter
6. IOU performs subtractive billing
7. Owner/HOA receives IOU bill for separate residence and PEV accounts and pays IOU
8. Note: Owner/HOA retains sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA, the resident, or any other party.



¹ Facility includes residents in MUD, condo complex or commercial facility