

MISSION VALLEY POWER OPERATIONS MANUAL

INCLUDING SERVICE POLICIES

Effective October 18, 2021



**Serving the Mission Valley and beyond
From Lake Mary Ronan to just two miles north of Evaro
From Hot Springs to the peaks of the Mission Mountains**

(406) 883-7900 or (406) 675-7900

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Table of Contents

MISSION VALLEY POWER

INCLUDING SERVICE POLICIES	1
Serving the Mission Valley and beyond.....	1
GENERAL INFORMATION ABOUT MVP.....	6
WHAT TO DO IN CASE OF AN OUTAGE.....	7
INTRODUCTION	7
Mission Statement	7
Scope	7
Revisions to Operations Manual	8
Section 1: CUSTOMER INFORMATION.....	9
1.1 General Application Information	9
1.2 Classes of Service	10
1.2a Residential	10
1.2b General Services Without Demand.....	10
1.2c General Services With Demand.....	11
1.2d New Large Single Load (NLSL).....	11
1.2e Large Commercial Load with Demand.....	12
1.2f Irrigation	12
1.2g Unmetered Services Using Kilowatt Hours.....	13
1.2h Security/ Area Lighting	14
1.2i Street Lighting Unmetered.....	14
1.2j Street Lighting Metered.....	15
1.3 Reclassification of Service	15
1.3a Reclassification Requested by Customer	15
1.3b Reclassification at MVP's Discretion	16
1.4 Businesses Located in Residences.....	16
1.5 Contracts.....	16

1.5a	Cancellation of a New Contract	18
1.5b	Cancellation of a Continuing Contract	18
1.6	Interruption of Service	19
1.7	Notice of Trouble	19
1.8	Service Fees.....	20
1.8a	Service Call.....	21
1.8b	Meter Test.....	21
1.8c	Unauthorized Re-supply Fine.....	21
1.8d	Connect or Transfer Fee	21
1.8e	Late Fee.....	22
1.8f	Service Fee	22
1.8g	Reconnect Fee.....	22
1.8h	Service Fee – Non-payment	23
1.8i	Reconnect Fee – Irrigation Accounts.....	24
1.8j	Dishonored Payments.....	24
1.8k	Application Fee	25
1.8l	Temporary Construction Service Fee.....	25
1.9	Deposits	26
1.10	Establishing Credit References.....	27
1.10a	Residential or General Services Without Demand	27
1.10b	General Services With Demand or Large Commercial	27
1.10c	Transfer of Deposits.....	27
1.11	Payment/Assistance Programs	28
1.11a	Budget Billing.....	28
1.11b	Payroll Deduction.....	29
1.11c	Automatic Payment.....	29
1.11d	Pre-pay Metering	29
1.11g	Assistance Programs.....	30
1.11h	Senior Citizen and Disabled Fee Waiver.....	31
1.11i	Customer of the Month.....	31
Section 2: BILLING.....		32
2.1	Meter Readings	32
2.1a	System meters (all Classes of Service except Irrigation)	32

2.1b	<i>Irrigation meters</i>	32
2.2	Billing Process	32
2.2a	<i>System meter bills</i>	32
2.2b	<i>Transfer of Previous Unpaid Accounts</i>	33
2.2c	<i>Final Billing</i>	34
2.2d	<i>Over/Under Billing</i>	34
2.2e	<i>Rate Adjustments</i>	34
2.3	Disconnect Policies.....	36
2.3a	<i>Disconnects for Residential or General Services Without Demand</i>	36
2.3b	<i>Disconnects for General Services With Demand</i>	38
2.3c	<i>90 Day Letter Process</i>	39
2.4	Payment Agreements.....	40
2.4a	<i>Residential or General Services Without Demand (CPS)</i>	40
2.4b	<i>General Services With Demand (CP1 or CP2)</i>	40
2.5	Discontinuance or Refusal of Service.....	41
2.6	Reconnecting Services	41
Section 3: ENGINEERING & OPERATIONS		42
3.1	Line Extension	42
3.1a	<i>Design and Planning New Line Extensions</i>	42
3.1b	<i>Applicant Responsibilities</i>	42
3.1c	<i>Relocating/Converting Existing Power Lines</i>	43
3.1d	<i>Idle Services</i>	43
3.1e	<i>Temporary Services</i>	44
3.1f	<i>Scheduling Line Extension Work</i>	44
3.1g	<i>Additional Party To New Line Extensions</i>	44
3.1h	<i>New Line Extensions</i>	45
3.1i	<i>Trailer and Mobile Home Courts</i>	45
3.1j	<i>RV Parks</i>	45
3.1k	<i>Subdivisions</i>	45
3.2	Line Extension Credits Schedule	46
3.3	Detrimental Loads.....	47
3.4	Standard Delivery Phase and Voltages.....	47

3.5	Power Factor Adjustment	47
3.6	Motor Loads	48
3.7	Non-Standard Service	48
3.8	Structure Moves Near MVP Power Lines	49
3.9	Curtailment	49
Section 4: CUSTOMER’S RESPONSIBILITY		50
4.1	Point of Delivery	50
4.2	Customer’s Wiring and Equipment	50
4.3	Metering	51
4.3a	<i>Separate Meter</i>	52
4.3b	<i>Meter Tampering</i>	52
4.4	Customer’s Responsibility for MVP’s Property	52
4.4a	<i>Additional Load</i>	53
4.5	Tree Trimming	53
Section 5: CUSTOMER APPEALS PROCESS		54
GLOSSARY		55
Index		58

GENERAL INFORMATION ABOUT MVP

Pablo Office

(406) 883-7900 or 675-7900

Business Hours: Pablo Office:

Monday through Thursday, 7:00 a.m. to 5:30 p.m.

Payments may be made at:

Valley Banks in Arlee, Hot Springs, Polson, St Ignatius or Ronan

Branch Offices in:

Pablo: Inside Pablo Family Foods

St. Ignatius: Inside Rod's Harvest Foods

Payment may be made by phone: 877-779-7947

Payments made at Valley Bank locations will be posted to MVP customer accounts on the following Mission Valley Power business day. It can take up to three working days for your payment to be posted.

Payment KIOSK's are available at MVP main office in Pablo, Valley Bank in Arlee and Hot Springs. KIOSK payments are posted to the account immediately.

**After Hours, in case of emergency or on holidays,
call (406) 883-7972.**

My name and physical address is: _____

My location number is: _____

My account number is: _____

My meter number is: _____

WHAT TO DO IN CASE OF AN OUTAGE

- Check your breaker box in your house and then at the meter. Has it tripped? If it has, reset your breakers by pushing hard to the off position then back on.
 - If you have a Prepay account then the black button on the meter will need to be pushed after power has been restored.
 - Do the neighbors have power? Are the street lights out? Do you see any lines down?
 - Keep only one light turned on so that you'll know when your power is restored.
 - Turn off appliances that were on when the power went out such as kitchen appliances, dryers, washers, televisions, radios, computers, etc. Turn them back on when the power is restored.
 - Keep a battery-operated radio on hand to listen if there are any reports on the outage.
-

INTRODUCTION

Mission Valley Power (MVP) is a federally owned electric utility, operated and maintained by the Confederated Salish and Kootenai Tribes of the Flathead Reservation. Operation and management of MVP is granted under the authority of Public Law 93-638, the Indian Self-Determination and Education Assistance Act of 1975. The Tribes, as the contracting party, are committed to exercising responsible control over the utility for the benefit of all power customers on the Reservation.

The federal regulations governing the operation of the utility are contained within Title 25, Code of Federal Regulations, Part 175. This Operations Manual provides additional information regarding service policies, practices and procedures that govern service provided by Mission Valley Power.

Mission Statement

MVP is organized and exists to provide the best possible and most cost effective electric power service to its customers consistent with sound business principles.

Scope

The policies in this booklet are a part of all agreements for delivery of electric energy. They are equally binding on MVP and its customers. Copies are available for inspection at all MVP offices.

Revisions to Operations Manual

The Operations Manual may be revised or amended as needed. The public will be provided notice of, and opportunity to comment on, such changes. These policies cancel and supersede all previous utility policies.

Section 1: CUSTOMER INFORMATION

1.1 General Application Information

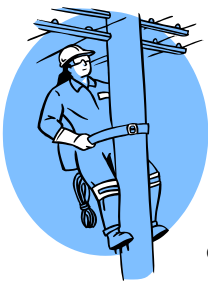
The Federal Government requires each prospective customer who desires service at an existing location to sign an Electrical Service Contract, and a Customer Service Information Sheet. The prospective customer will also be required to supply a photo ID and Social Security number. A meter deposit may be required.



Each prospective customer desiring a new service, temporary service, or service upgrade, is required to fill out and sign an Electrical Service Application and remit with an application fee. This completed application provides MVP with pertinent information needed to start the process for the customer's request for service. A meter deposit may be required.

The contract establishes a billing account with MVP and becomes active when MVP's side of the service is completed. Where the term "new service" is referred to in the Class of Service, it is the original established date of a billing account.

No purchaser of electric energy will connect their service with that of any other person, or in any way resell, rebill or supply any other person or premises with electric energy through their service. Any violation of these guidelines will result in a \$500 fine and/or immediate discontinuance of service.



All electrical service is subject to compliance with the most current National Electric Codes, National Electrical Safety Codes, State Building Codes, electric permits process, and the terms of the applicable rate schedule and policies. The prospective customer will obtain right-of-ways or easements applicable to a service request. A work order for new services and/or upgrades is issued when an application is received. If the customer takes no action on the work order for six (6) months, the work order will be cancelled and all fees paid by the customer will be forfeited.

It is the customer's responsibility to give notice prior to a change of occupancy or change of legal responsibility for the account within ten (10) calendar days. The customer of record will be held responsible for all services supplied until such notice has been received by MVP. The new occupant must sign an Electrical Service Contract. This becomes the binding contract between the customer and MVP.

All line extensions are the property of MVP to own, operate and maintain regardless of the consumer's contribution to construction with the exception of

the meter pole. In 1991, a policy was established for a meter base attached to an MVP installed meter pole becomes the responsibility of the customer to maintain and/or replace the pole.

1.2 Classes of Service

Where the term “demand” is used herein, or in the rate schedules, it refers to the average energy consumption over any fifteen minute period, as indicated or recorded by a demand meter. Demand is measured in kilowatts (kW). Demand is not currently charged to all customer classes, but is measured for all accounts.

1.2a Residential

This classification is available to customers with single-phase electric service delivered through one meter to a single-family residence including domestic farm use.

A customer exceeding 35 kW four (4) or more months out of twelve (12) consecutive months will be classified as General Services with Demand.

Reclassification to the Residential Rate will occur when the customer can demonstrate usage for 10 months out of 12 consecutive months below 35 kW.

Residence is defined as a dwelling that has full time living facilities i.e. full kitchen and bathroom facilities. This includes guest homes/cabins.

Any future modifications to the residence may require an additional service installation, at the owners expense. If the modification requires an upgrade to the transformer, the customer is responsible for the cost difference of the transformer size.

Prepaid services are only available for single phase service.

1.2b General Services Without Demand

The classification is available to single or three-phase electric service. A service panel greater than 200 amps is classified as General Service with Demand until the customer demonstrates usage for 10 months out of 12 consecutive months below 25 kW. Pivot systems are excluded from this classification because they are classified under irrigation.

The maximum horsepower (hp) allowed is ten (10) hp.

The use of this classification is required for customers requesting an additional service, other than for a second residence that is served by the Residential Rate.

Prepaid services are available for this classification of single phase service.

1.2c General Services With Demand

This classification is available to existing single or three-phase service with a demand over 25 kilowatts. On October 1, 2011, all existing accounts will remain in this classification. All new loads (defined as loads entering the system after October 1, 2011) which are over 1,000 kW or 730,000 kWhs per month will be in the New Large Single Load rate class. If more than one meter is required by the customer's installations, or for the customer's convenience, a separate billing for each meter is required.

If power factor is below 95%, an adjustment will be made to the demand usage. The customer will be billed for the power factor cost until such time as the power factor is corrected by the customer. Power factor cost is calculated by multiplying the demand by 1% for every percent that the power factor is below 95%.

A discount may be allowed if the customer takes delivery at primary distribution or transmission voltage at a location with adequate and suitable facilities for delivery.

1.2d New Large Single Load (NLSL)

The intent is to provide the first Megawatt of power to a New Large Single Load (NLSL) at the General Service with Demand rate and power in excess of one Megawatt at the NLSL rate.

Determination - A NLSL is defined as a new load that adds 1000 kW or more to Mission Valley Power's system. Mission Valley Power will make the final determination of what constitutes a NLSL.

If power factor is below 95%, an adjustment will be made to the demand usage. The customer will be billed for the power factor cost until such time as the power factor is corrected by the customer. Power factor cost is calculated by multiplying the demand by 1% for every percent that the power factor is below 95%.

Billing Procedures

- 1) If a new or existing customer is determined to be a non-NLSL, and grows to 1000 kW and/or usage is over 730,000 kWhs per month, the rate classification will be changed to the NLSL rate.
- 2) The start date for determining NLSL will be the first full month after the service is energized or commences full operation, whichever results in the highest energy rate.
- 3) A load is not classified as NLSL if it is an existing load that is only changing physical location, and does not exceed the NLSL usage threshold.

1.2e Large Commercial Load with Demand

This classification is available to three-phase electric service for all purposes that exceed 3,000 kW Demand per month.

If power factor is below 95%, an adjustment will be made to the demand usage. The customer will be billed for the power factor cost until such time as the power factor is corrected by the customer. Power factor cost is calculated by multiplying the demand by 1% for every percent that the power factor is below 95%.

A discount may be allowed if the customer takes delivery at primary distribution or transmission voltage at a location with adequate and suitable facilities for delivery. The utility will determine what qualifies for discounts.

1.2f Irrigation

This classification is available to customers with single or three-phase services used exclusively for irrigation pump motors and/or electrical drive systems (pivots) during the irrigation season (April 15 through October 15).

All motors will be equipped with power factor correction (want 100% power factor). The capacitors will be switched with the motor and installed in accordance with Article 460 NEC 2011, or most current edition.



All installations shall be equipped with low voltage lightning arrestors installed at the weatherhead of the service conduit, and in accordance with Article 460 NEC 2011, or most current edition.

All motors shall be protected on all three power legs.

This annual charge shall be due and payable every year, whether the pump is used or not, until the property owner cancels their irrigation contract in writing and signs a pump abandonment form.



A new owner is required to sign a contract for the pump service. This will be a continuation of the established contract terms. In the event, a new owner fails to contact MVP and sign a contract right away, they are still liable to pay the seasonal horsepower charges that are owed from the date of the previous customer's disconnect date. In the event a pump service (including a pump house) has been damaged by Mother Nature, the seasonal *minimum may be waived for one (1) irrigation season only*.

Informational usage bills will be sent on a monthly basis during the irrigation season. At the close of the irrigation season the meter will be read and the service may be disconnected at the transformer. The total seasonal energy use will be computed and the bill is due and payable within ten (10) working days of the issue date.

The irrigation service that is used after October 15th will be billed every month for usage that is registered. The customer will receive bills monthly for these services.

If power factor is below 95%, the customer will be billed monthly for the power factor cost until such time as the power factor is corrected by the customer. The customer is responsible for keeping track of the power factor for their account. Power factor cost is calculated by multiplying the demand by 1% for every percent that the power factor is below 95%.

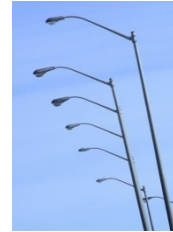
1.2g Unmetered Services Using Kilowatt Hours

(Unmetered services that do not fall under one of the existing rate schedules) - This classification is available for services using kilowatt hours without a meter registering actual usage. This rate class does not include Area Lights or Street Lights (which are in a separate class as defined within the Rate Schedule). This rate class only applies to the unmetered services (excluding Area Lights or Street Lights) in existence before November 1, 2001. Upgrades or any changes to these existing services will require a metered service and a rate change.

The term of contract for new services shall not be less than three (3) consecutive years.

1.2h Security/ Area Lighting

This classification is available to customers who desire a lighting system not to exceed ten (10) units. There must also be existing secondary distribution facilities of adequate capacity and voltage available (transformer and/or wiring).



This service is not available for seasonal use. The term of contract for new services shall not be less than three (3) consecutive years. The facilities required for supplying service, including fixture, lamps, control, relay, support bracket for mounting on the utility pole, special pole where specified, and energy for the operation thereof, are maintained by MVP for the monthly charge applicable for installation.

In the event, continuous vandalism causes MVP to replace equipment more than two (2) times a year for the same area light, the customer will be required to pay the cost of the materials.

Special Terms and Conditions

- 1) Individual users of Security/Area lighting will be required to have an established billing account under one of MVP's other rate schedules.
- 2) If an area light location is more than 150 feet from the power source, the customer will be required to pay the incremental cost in excess of 150 feet.
- 3) Customers who desire a Security/Area Light with a new pole will be required to pay for the total cost of the pole and installation. MVP will be responsible for all future maintenance. MVP will not be responsible for repair when vandalism from an unknown source or when damage by the customer occurs.

1.2i Street Lighting Unmetered

This rate class applies to municipalities or communities where there are ten (10) or more lighting units billed in a group. A group for the purposes of this section is defined as ten (10) or more lights adjacent to, or in the vicinity of, one another and which are billed to one customer. All

accounts not metered will be charged-or a 70 watt LED light, which is equivalent to a 200 HPS (22,000 lumen) bulb or other type of lighting supplied by MVP. Customer must pay for total cost of pole and installation labor. No individual rates will be negotiated.

The term of contract for new services shall not be less than three (3) consecutive years.

1.2j Street Lighting Metered

This classification is available for lighting public right-of-ways and for customers desiring 10 or more lighting units. MVP will supply power to a single metering point. The customer will be responsible for maintaining and operating the lighting system.

The term of contract for new services shall not be less than three (3) consecutive years.

1.3 Reclassification of Service

Reclassification requests must be made in writing and will be reviewed by MVP's Engineering Department within ten (10) working days.

Should the request for rate change be accepted, a new electrical service contract must be signed and all rules and regulations regarding service agreements will apply. This becomes the binding contract between the customer and MVP.

1.3a Reclassification Requested by Customer

Reclassification of service may be requested by the customer. The following conditions will be considered:

- 1) The service has to meet the required criteria for the requested rate classification for any ten (10) out of twelve (12) consecutive months.

A new service contract will be provided and all rules and regulations regarding service contracts will apply.

1.3b Reclassification at MVP's Discretion

In the event a customer's nature of service has changed sufficiently to require reclassification, MVP will notify the customer in writing. The following conditions will be considered:

- 1) A Residential service exceeding demand usage greater than 35KW four months out of twelve consecutive months.
- 2) The General Service without Demand rate class exceeding Demand usage greater than 25KW four months out of twelve consecutive months.

A new service contract will be provided and all rules and regulations regarding service contracts will apply.

A warning letter will be sent to the customer when they have exceeded the allowable demand usage two (2) times out of 12 consecutive months before proceeding to change the rate classification.

1.4 Businesses Located in Residences

If a small business is conducted within the customer's residence, the applicable rate schedule will be based on computed consumption determined by MVP's Engineering Department. If the usage is 50% or more residential, the Residential Rate will apply. If the usage is less than 50% residential, the appropriate rate schedule will apply. The following conditions will be considered:



- a. The horsepower size of all motors.
- b. The total kW load and how it is used.

1.5 Contracts

Each prospective customer is required to sign an Electrical Service Contract with MVP that specifies terms of service. This contract establishes a billing account with MVP. Prospective customers must present photo ID and Social Security Number with their signed contract.

It is the prospective customer's responsibility to keep all contact information up to date. This includes mailing address, phone number, email address, etc.

If the contract is for a new service, the billing begins when Mission Valley Power has installed its line equipment regardless if the customer side is ready or not. The customer will be billed a minimum charge applicable to an assigned rate classification until a meter is installed. A signed contract is required to bill an account, a minimum number of months to pay the monthly minimum charge or the annual minimum charge is designated on the contract.

The contract is a binding instrument wherein the customer agrees to pay issued bills in a timely manner. If payments are not received by due date or arrangements have not been made, the account will be considered delinquent. Refer to section 3 for disconnect policy. If bill debt is not satisfied the account will be referred to the Department of Treasury for collection action under the authority of the Debt Collections Improvement Act of 1996.

If the debt is referred to Treasury, the customer may incur additional fees up to 30%. The Department of Treasury has the authority to report debts to a credit bureau, offset any Federal tax refund or other Federal payments owed to the customer. They may report the debt to a private collection agency, or refer the debt to the Department of Justice for litigation. Once the account is referred to Treasury, they will be solely responsible for collection. Debt sent to the Treasury may be recalled as long as a payment or payment arrangement was not made on the debt thru Treasury. Mission Valley Power cannot accept any further payments for the debt if a payment was made or a payment arrangement was established with Treasury.

The persons whose signatures are on the contract are the only authorized persons who may inquire and receive detailed information on an account.

The persons whose signatures are on the contract are the only authorized persons who may inquire and receive detailed information on an account. If it is proven that the authorized person is unable to physically make the inquiry or if a valid subpoena is presented, information may be disclosed.

The utility may release “history usage” to others than those listed on the current contract of record if it is requested. However, the accountholder of the usage history must provide written authorization, whether the customer has current or past service with MVP.

Payment arrangements on an account can be made only with those who have signed the contract. In the event a contract has a customer name and a “c/o”

name, both signatures must be on the contract. In such a case, both parties may have access to detailed account information upon request.

An owner that has multiple locations established and that have renters/lessees continually moving in and out, may provide MVP a written request to put a “c/o” name on a specific account. The owner must have an original contract signed for each account on file. Both parties may have access to detailed account information upon request.

Where the term “new service” is used in the Classes of Service, it refers to the original established date of a billing account.

Contracts for corporations must have a legally authorized signature (CEO or President) and must include their corporate title.

1.5a Cancellation of a New Contract

If a customer desires to discontinue service, they shall:

- 1) Provide written transfer of contract, to be approved by MVP or
Provide documentation of property ownership. Must be rightful owner before MVP will approve service removal.
- 2) Sign abandonment form if removing service.

1.5b Cancellation of a Continuing Contract

If a customer desires to discontinue service, they shall:

- 1) Notify MVP of request to disconnect and/or abandon service.
Provide documentation of property ownership. Must be rightful owner before MVP will approve service removal.
- 2) Make arrangement for final bill (address change, apply deposit, transfer to new account, etc.)
- 3) Sign abandonment form if removing service.

Cancellation of any contract has to be made by the authorized person(s) whose signature(s) appear on the most current contract on file. A landlord is not authorized to request a discontinuance of service if the account has a signed contract by a current renter or lessee. Exception to this would apply in the event a renter or lessee vacates a location without notice. In such a case, the power can be transferred to the owner or new lessee but not disconnected. If a tenant has

been evicted and the owner requests the power discontinued, the owner must provide MVP a copy of the eviction notice and must sign a statement releasing all liability from MVP. If the current contract has been signed by the landlord and the renter/lessee, then either party can request discontinuance of service. In the event, a renter/lessee makes a request for discontinuance of service, MVP will notify the owner. MVP has the right to discontinue service and cancel a contract if an account is in a non-pay status.



1.6 Interruption of Service

MVP will use reasonable diligence to provide an adequate and uninterrupted supply of electrical energy at normal voltage, but if the supply is interrupted without notice for any cause, MVP will not be liable for personal injuries, losses or damages resulting therefrom, nor will such failure constitute a breach of agreement for services.

MVP will have the right to temporarily suspend service for the purpose of making repairs or improvements to the system, but in such cases, when practicable, notice will be given to the customers and every effort will be made to make interruptions as short as possible.

If the supply is interrupted without notice for any cause, MVP will not be liable for personal injuries, losses or damages resulting therefrom,

1.7 Notice of Trouble

In the event that service is interrupted or not satisfactory or any hazardous condition is known to exist, it will be the obligation of the customer to notify MVP.

Only MVP will perform all necessary routine maintenance and repair work during regular scheduled working hours. MVP will respond promptly, but in no circumstances, will be more than three (3) working days.

In the event of a service failure, the customer must attempt to determine if the failure is due to a fault in his or her own equipment. If the fault is found to be in **the customer's equipment, or if the customer's main breaker is in the off position**, the customer will be responsible for the cost of a service call.

1.8 Service Fees

Service Fees Summary

- a. Customer requests service call and/or underground locates on customer's side of meter.

Hours 7:00 a.m. to 4:30 p.m. \$60.00 minimum

Hours after 4:30 p.m. or weekends/holidays \$250.00 minimum

- b. Meter test \$50.00
(The fee will be refunded if analysis indicates problem with MVP equipment)

- c. Unauthorized Re-supply Fine \$500.00

- d. Connect or Transfer Fee \$10.00

- e. Late Fee (prepay exempt) 1.5% of Bill

- f. Penalty Fee (pre-pay exempt) \$25.00

- g. Reconnect Fee – General
After customer requests Disconnect Varies

- h. Service Fee – Non-payment:
Hours 7:00 a.m. to 4:30 p.m. (pre-pay exempt) \$60.00
Hours after 4:30 p.m. or weekends/holidays \$250.00

- i. Reconnect Fee – Irrigation-Non-payment: \$100.00
Plus Estimated energy charge (penalty) \$22.50/HP

- j. Dishonored Payments \$35.00

- k. Application (minimum) Fee \$100.00

- l. Temporary Construction (minimum) Service Fee, non-refundable \$200.00

- m. Meter Tampering Fee
First Offense \$500.00
Second Offense \$700.00
Third Offense Denial of Service

1.8a Service Call

When a service call or an underground locate is requested by a customer, and it is not a MVP service problem or MVP underground conductor, a charge is assessed. If either of these is requested by a customer outside of regular working hours for a non-MVP service problem, the minimum charge is \$250.00. During working hours the actual cost will be charged or a minimum charge of \$60.00, whichever is greater.

For same day service order request there will be an additional charge of \$60.00 or \$250.00 if the request is made after 4:30 p.m.

1.8b Meter Test

When a meter test is requested by the customer, MVP will analyze the customer's actual usage and billing information prior to authorizing a test. A \$50.00 test fee will be collected from the customer prior to the actual test.

Upon receipt of this fee, a test meter will be installed next to the meter in question within seven (7) working days. The reading from both meters, the time and the date will be documented. The standard test will last 7-10 days and the reading from both meters, the time and the date will be documented.

Should the register be within the allowable 2%, plus or minus, the test fee will be forfeited.

If the reading of the meter registers higher or lower than the allowable 2% margin of the meter in question, the test fee may be refunded or credited to the account. MVP will make an adjustment to the billing based on estimated usage for a period not exceeding six (6) months or the current occupancy time, whichever is less.

1.8c Re-Supply Fine

Mission Valley Power will fine the customer \$500.00 for the installation of personal meters for the purpose of reselling, rebilling, or supplying another person or premises with electrical service through their service.

1.8d Connect or Transfer Fee

A general connect/transfer fee is collected for a service connection, or the transfer of the billing name of a location.

The \$10.00 connect or transfer fee will be included in the first month's billing.

An owner of record will be charged the connect or transfer fee one (1) time per location.

1.8e Late Fee

An account that is not paid within two (2) days of the due date and/or a payment agreement has not been made, the account will be assessed a 1.5% late fee on the balance owing. The late fee will be assessed on the third day past the due date of the bill.

Prepay accounts are exempt from a late fee. Disconnect meter accounts will receive a late fee charge.

1.8f Penalty Fee

A \$25.00 penalty fee will be billed to the account when no payment or payment agreement is made after the late fee notice due date and the collection process has started. **(The fee is charged on the 2nd working day after the due date of the final notice or "Friendly Reminder" notice).** In the event there is more than one meter billed under the same account, one penalty fee will be charged.

Prepay accounts are exempt from this fee.

1.8g Reconnect Fee

A general reconnect fee is required prior to reenergizing an existing service. This fee is the current monthly/annual minimum and/or basic charge applicable to the last recorded rate class times the number of months disconnected, three (3) year maximum, plus the \$10.00 connect fee. Owners/managers are responsible to pay the back minimum charges when the power has been off between renters. This reconnect fee also applies to immediate members of the same family residing at the same location.

An outside breaker is required for reconnecting a service when no one is at the location. In the event there is no outside breaker, the customer must assure MVP that the inside breakers are off in order to get the service re-energized. This is done by signing a release form or by telephone, identifying account holder by social security number.

Reconnections will be made within two (2) regularly scheduled working days, providing the customer has met all the necessary requirements for the taking of service (contracts, deposits, fees, outstanding previous power bills).

1.8h Service Fee – Non-payment

Customers will be disconnected for nonpayment only after all reasonable alternatives have been exhausted. **A \$60.00 service fee will be billed to the account when a door hanger notification of disconnect has been released for delivery. If the customer has more than one location associated with their account, the \$60.00 service fee will be charged for each location.**

Prepay accounts are exempt from a service fee for nonpayment. Disconnected meter locations will be charged the service fee for nonpayment, however a door hanger may or may not be placed at the home.

If the customer is known to be ill, elderly, handicapped, disabled/impaired, or if special circumstances warrant (electricity is needed for life support or resident is in need of a special medical appliance or qualifies for a medical emergency, all of which require authorized written verification), MVP will place a door hanger stating payment is due in full the following day prior to disconnect.

After disconnect, a door hanger will be placed at the physical location of the applicable account. In the event there is more than one meter billed under the same account, one door hanger will be placed on the “home” meter of the account name and a service fee will be charged to each location. It will state the amounts that must be paid in full prior to reconnect. A deposit or additional deposit may be collected before re-energizing. If no delinquency occurs during 12 months of payments, the deposit will be applied as a credit to the account on the 13th month.

An outside breaker is required for reconnecting a service when no one is at the location. In the event there is no outside breaker, the customer must assure MVP that the inside breakers are off in order to get the service re-energized. This is done by signing a release form or by telephone, identifying account holder by social security number.

1.8i Reconnect Fee – Irrigation Accounts

Accounts disconnected for non-payment will be charged a \$100.00 connect fee prior to re-energizing the service.

Accounts disconnected for non-payment and owing a balance from the previous year will be required to make full payment of any outstanding bills, the estimated energy charge for the coming season (based on \$22.50/hp), the annual horsepower charge, and a \$100.00 connect fee prior to re-energizing the service.

1.8j Dishonored Payments

Any person from whom a dishonored payment is received will be assessed a thirty-five dollar (\$35.00)-handling fee. This includes checks or credit cards that are denied for non-sufficient funds, closed accounts, declined cards, and not providing updated card information. The individual will be notified of the dishonored check or denial of electronic payment. The dishonored payment must be redeemed at a MVP office in cash, money order, certified check, cashier's check or valid credit card within five (5) working days of notice. Payment must include the handling fee. Upon redemption, the dishonored check will be returned. If the payment is not redeemed within five (5) working days, the service may be discontinued without further notice to the customer. Electronic payments will be backed out of the account the same day as MVP's notice for denial.



In the event MVP receives two (2) dishonored checks (includes-credit card denials) from the same customer within a twelve (12) consecutive month period, payments by check, or credit card will not be accepted for **twelve (12)** months from the date of the last unpaid check. After that time, MVP can begin to accept checks or credit cards for payment again.

When a dishonored check or credit card is in payment of an account in a non-pay status, service will be discontinued immediately with no notice, and the charge for delinquent accounts will apply.

When a dishonored check is in payment of aid-to-construction, the work in progress will stop.

When a check is in payment of a deposit the service will be discontinued immediately with no notice. Charges for delinquent accounts will apply.

1.8k Application Fee

A minimum non-refundable fee of \$100.00 is required for new line extension requests. This does not apply to a single area light application. If assistance exceeds one meter location, or involves significant engineering time, this fee may be adjusted accordingly.

1.8l Temporary Construction Service Fee

A non-refundable fee of \$200.00 is required at the time of application. This fee covers the cost of installation and removal.

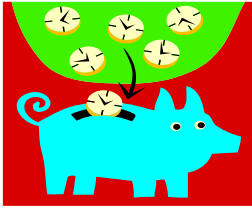
Service is normally rendered for construction purposes, but may also be rendered to traveling shows, public events, displays, etc. where there are existing facilities, sufficient capacity, and suitable phase and voltages, service may be provided for a period of time not to exceed six (6) months unless otherwise defined in a written agreement, at applicable rates if there is:

- 1) Provision by the customer of suitable approved meter pole or other structure with entrance conduit, meter socket, and suitable protective devices; and
- 2) Payment, at the time of application, by the customer of \$200.00 temporary non-refundable fee, or the actual cost of installation and removal, whichever is greater.

In cases where higher voltage is necessary or where the point of delivery is remote from MVP's existing systems, the customer may obtain service by:

- 1) Payment to MVP, prior to construction, an amount equal to the estimated cost of installing and removing the facilities, including overhead costs (up and down costs) plus loss of material. After completion of the work, the customer's payment will be actual costs; or,
- 2) MVP may contract to furnish the facilities for a fixed price agreed upon in advance of construction. MVP may require appropriate guarantees or deposits to assure that the financial obligations of the customer will be met.

1.9 Deposits



If a deposit was not collected at the time of application, a request for deposit can be made at any time if payment problems occur.

A deposit is required to be paid in full before an account can be connected under the name of an individual that has no established credit, who cannot provide an excellent credit reference from a previous electric utility for 12 months of service, within the last 3 months, or who does not have a co-signer that currently has an account with MVP and has excellent credit history.

In the event a customer is requesting service with MVP who has a previous unpaid balance, the unpaid amount must be paid prior to service and a deposit is required regardless of a recent good credit reference. If the customer keeps their bill current for twelve (12) consecutive months of payments, the deposit will automatically be credited to their account in the 13th month.

If a deposit was not collected at the time of application, or if an account becomes delinquent with two (2) months past due bills, a deposit of \$500.00 can be requested.

If the landlord of a residence consents to have the account remain in his/her name, this is an agreement that the landlord will be responsible for any and all amounts charged to the account and there will not be a deposit assessed on the renter. The landlord must have an acceptable credit standing and a service contract with MVP that includes the rental dwelling(s).

A deposit of \$500.00 will be required if an excellent utility credit history cannot be provided.

All deposits will be held for twelve (12) months of payments, and if no delinquency occurs during that time, it will be applied as a credit to the account in the thirteenth (13th) month. In some cases, if approved by the Customer Service Manager, a refund may be allowed upon personal request from the customer. If a customer is not transferring to another location in MVP's service area the deposit will be applied to the account and any remaining credit balance will be refunded.

In the event an account has a deposit and the customer is transferring to another service location within MVP's service area, the deposit will automatically be transferred to the new location.

Prepay accounts do not require a standard deposit. A \$50.00 payment is required to start the service.

1.10 Establishing Credit References

1.10a Residential or General Services Without Demand

Customers may establish credit by providing one or more of the following:

- 1) Prior excellent credit reference from a previous electric utility for 12 months of service, within the last 3 months. This service must have been in the applicant's name.
- 2) Guarantee of payment to the Utility in writing by an active, excellent credit customer of MVP.

If acceptable credit cannot be established, and it is for an existing service that has at least one (1) year of recorded usage, a deposit of the service billing account's actual highest usage is required for General Services without Demand three phase service and \$500.00 for single phase service.

Established customers must maintain an excellent credit rating with MVP. In the event an established customer is transferring locations, and has not maintained an excellent rating, a deposit will be required or the customer may elect to utilize the prepay program.

1.10b General Services With Demand or Large Commercial

Customers may establish credit by providing one or more of the following:

- 1) A reference showing prior service as a business or commercial account with a utility. The reference must show a minimum of twenty-four (24) months without disconnects for non-payment or delinquency notices.
- 2) An execution of a guarantee or surety agreement.

If acceptable credit as a business or commercial account cannot be established, a deposit equal to one-fourth (1/4) of the estimated annual billing will be required. This will be held for twelve (12) months of payments and applied to the account in the 13th month if no delinquency occurs.

1.10c Transfer of Deposits

If a customer with a deposit takes service at another location within MVP's service area, MVP will require the customer's account to be paid

in full prior to transfer to a new location. The deposit will automatically stay on the customer's account.

If a customer moves out of MVP's service area, and all bills (including the final bill) are paid in full, the deposit will be refunded to the most current address of record.

A customer may transfer their deposit to another customer by signing a form requesting the transfer. Once the document is signed then the signee becomes owner of the deposit, and it will be refunded to the new signees account or via check for a closed account. The signer's account must be paid in full before the transfer will take place.

1.11 Payment/Assistance Programs

1.11a Budget Billing

Budget billing is a program that will keep your payments consistent throughout the year. To be eligible, the customer must not have more than two (2) marks against his/her credit history for the previous twelve (12) consecutive months. New customers to MVP must provide an excellent credit reference from their previous utility that is for the previous twelve (12) months.



Customers may only sign up for Budget Billing from June through August each year. This is to ensure sufficient credit is built up for the winter months.

If the customer has no history with MVP at the location they are requesting to be put on budget billing, the amount of the monthly billing will be determined from the billing record of the customer previously occupying the location.

If the service is new and has no history established, \$300.00/month for electric heat and \$150.00/month for non-electric heat will be used as a budget billing amount for one (1) year, or until recalculation in May.

All budget billing accounts are reviewed every three (3) months to attempt to assure that the designated amounts are sufficient for the recorded usage at a location. MVP may request that an adjustment be made in order to avoid a balance owing by the annual review in May.

In the event there is a credit balance owing at the time of the annual budget billing review in May, the adjustment will take this into consideration.

1.11b Payroll Deduction

Payroll Deduction is a program where a business will automatically deduct a specified amount from the customer's pay check every pay day and pay Mission Valley Power directly.

A potential participant is required to be a full-time employee (not seasonal or part time). If the employer agrees, an employee can sign up for this program.

The amount to be deducted from a pay check will be determined the same way that budget billing amounts are determined, based on 24 pay periods per year.

The customer must ensure 24 payments per year. If the customer chooses to stop a payment it will result in removal from the payroll deduction program. The customer will be required to wait until the beginning of the new budget billing season (**June, July and August**) to sign up again.

1.11c Automatic Payment

Automatic Payment is a program designed to have a payment automatically deducted from your checking, savings, or credit card. To be eligible the customer must sign an authorization form and provide a voided check along with bank information. Credit card customers must sign an authorization form and provide credit card information.

The payment will be withdrawn from the customer account on the due date of the bill each month. Should the date fall on a weekend or holiday, payment will be processed on the next working day.

The customer may also sign up for automatic payment through the SmartHub phone app or on our website.

1.11d Pre-pay Metering

Prepaid metering is a program where the customer pays an upfront fee for the meter to establish a credit balance on the account. The customer is

required to sign a prepay service agreement in addition to the standard electrical service contract.

Prepaid option is only available for single phase service.

A security deposit would not be required for this program, and there will be no late payment charges, service fee, or service fee for non-payment.

The traditional account must be paid in full, and any unbilled usage, before starting the prepay program. MVP may, at its discretion, enter into a payment arrangement for a balance owed on a traditional account, with Customer Service Manager approval.

A credit balance must be maintained at all times or the meter will automatically turn off when the credit has been expended. Medical conditions, inclement weather or customer not receiving account balance notifications will not prevent the meter from automatically shutting off.

Prepaid customers will not receive a monthly billing statement and are solely responsible for monitoring their account balance. Payments can be made by phone, website, or using the Smarthub app on your cell phone.

1.11e Telephone Service

MVP offers a 24-hour phone line for payment. A payment through this system is posted to your account immediately. Call 1-887-779-7947 and follow the prompts.

1.11f Web Payments

There are two options for payment on our website at www.missionvalleypower.org. The first option is to create a user ID for future log on and account usage monitoring.

The second option is to use the “Pay Now” feature. The Pay Now option only requires your account number to make a payment. It does not require creating a login account.

1.11g Assistance Programs

Programs are offered through the Confederated Salish and Kootenai Tribes to help pay energy and/or fuel for qualified customers. The State also offers energy and/or fuel assistance for those who qualify.

Note that some of these programs pay and/or accept applications only within a designated timeframe. An application from the appropriate agency must be completed by the applicant.

MVP must be provided with written acceptance or must receive a telephone call and purchase order number from the agency that will be paying on an account in order for a service to avoid getting disconnected for non-pay.

1.11h Senior Citizen and Disabled Fee Waiver

**62+
and/or
Disabled**

The Senior Citizen and Disabled Fee Waiver is a credit offered to those who qualify for one of the assistance programs mentioned in 1.11g. MVP will credit \$35.00 per month towards an account during the winter months (November 1 to March 31) to those who qualify for the Tribal or State assistance program, are year round residents, and who are age 62 or older or who are deemed disabled/impaired. The credit will begin when MVP receives notification of eligibility from an assistance program.

MVP will credit \$25.00 per month towards an account during the winter months (November 1 to March 31) to those who are up to 15% above the assistance programs maximum income, year round residents, and are 62 or older, or who are deemed disabled/impaired (no age limit). The credit will begin when MVP receives notification of eligibility from an assistance program.

1.11i Customer of the Month

Residential – MVP will credit \$20.00 toward two random customer accounts per month that have good pay history the previous twelve (12) months.

General Services Without Demand – MVP will credit \$50.00 toward two random customer accounts per month that have good pay history the previous twelve (12) months.

General Services With Demand – MVP will credit \$100.00 toward two random customer accounts per month that have good pay history the previous twelve (12) months.

Irrigation – MVP will credit \$100.00 annually to ten (10) random “irrigation customers” (not accounts) that pay their usage bill in full by the due date.

Section 2: BILLING

2.1 Meter Readings

2.1a System meters (all Classes of Service except Irrigation)

MVP will bill system meters once a month. In the event reads are not received through the Automated Meter Reading (AMR) system, usage will be estimated based on the average of the previous three (3) months of usage.

A bill will be generated within fourteen (14) working days after the meter reading date. The usage registered by each meter will be charged the applicable rate for each Class of Service.

2.1b Irrigation meters

MVP receives monthly readings for irrigation meters. The accounts that have not paid their horsepower charges by the specified due date will be de-energized until payment has been made in full or a payment arrangement has been made.

2.2 Billing Process

2.2a System meter bills

System meter bills must be paid in full by the due date following the issue date.

Billing Dates:

- Cycle one: billed the 10th of each month and due the 5th of the following month.
- Cycle two: Billed the 15th of each month and due the 10th of the following month.
- Cycle three: Billed the 20th of each month and due the 15th of the following month.

If the bill is not paid in full by the due date, the customer will receive one (1) written final notice or Friendly Reminder dated on the 3rd day requesting that payment of all amounts owed be paid by the 7th working day following the date of the written notice. This notice will go to the last address of record. A disconnect report is run the second (2nd) working day following the written final notice due date. A Penalty is assessed and a notice of disconnect is mailed. MVP will proceed with the disconnect

process if full payment is not received (this includes budget billing payments) or if documented payment arrangements are not made by the written final notice or Friendly Reminder due date, the customer's account will be included on this report. The account is considered delinquent at this point and a penalty fee will be assessed when the disconnect report has been run. In the event there is more than one meter billed under the same account, one penalty fee will be charged.

Irrigation meter bills - The annual horsepower charges are billed in mid February and are due the 15th day of the following month. The pump service will be disconnected if the horsepower charges and all other amounts owing are not paid in full on the due date.

Non-payment by the due date of amounts owing will result in a service charge. This is described in Section 1, under 1.8 Service Fees.

The irrigation customer will receive a monthly bill for energy usage. The monthly bill will be informational only during the irrigation season of April 15-October 15. During irrigation season the customer can choose to pay the monthly usage charges, or a portion thereof, or wait until the end of the season to pay for the entire irrigation season's usage. Bills will be due monthly during the off season.

If the customer does not use their pump during the season, the minimum seasonal charge shall be assessed (as specifically set out in the Mission Valley Power Rate Schedule). This anticipates that the horsepower charge was billed and paid by the due date. The customer may receive a partial credit in the fall if the meter reading confirms no electrical usage for the season.

If power factor is below 95%, the customer will be billed monthly for the power factor cost until such time as the power factor is corrected by the customer. The customer is responsible for keeping track of the power factor for their account.

2.2b Transfer of Previous Unpaid Accounts

MVP will transfer to an existing or new service, any unpaid charges for service previously rendered to a customer at any location in the Utility service area. This includes, but is not limited to:

- 1) Irrigation charges transferred to the "home" account;
- 2) Any billable charge resulting from damages incurred to MVP property or equipment by a customer;

3) Other services rendered by MVP.

A transferred balance will be considered part of the customer's current obligation and must be paid in full by the designated due date unless payment arrangements are set forth in writing and approved by a Customer Service Representative. MVP may refuse service to any delinquent customer at a present or previous account unless these arrangements are made or the past balances have been satisfied.

Working day is classified as by MVP's 4/10 work week schedule.

2.2c Final Billing

It is the customer's responsibility to notify MVP when terminating or disconnecting service. The customer is responsible for all usage up to the date of disconnect or transfer of service. MVP is allowed up to three (3) working days from the date the customer completes and submits the requested paperwork to have the meter read and/or disconnected.

In the event an account has a deposit and the customer is transferring to another service location within MVP's service area, the final bill and the deposit will automatically be transferred to the new location.

If a customer is not transferring to another location within MVP's service area, the final bill will be taken from the deposit. Any remaining credit balance will be refunded to the customer at the last known address of record.

2.2d Over/Under Billing

In the case of under-billing the customer will be billed for all monies due up to a maximum of three (3) years. Payment arrangements can be made in most cases if needed.

In the case of an over-billed account, the customer will be notified by mail and reimbursed by crediting their account up to the maximum of three (3) years.

The over/under billing applies to MVP billing issues only. Credit or billing will not be applied in the case of tenant-to-tenant or landlord-to-tenant errors.

2.2e Rate Schedule Adjustments

Rate schedules shall be adjusted as necessary and appropriate to reflect costs of wholesale power. When a rate adjustment is determined to be necessary, there shall be sufficient notice to customers and other interested parties. All other rate adjustments will be considered only through the Public Hearing Process.

Section 3: Discontinuance of Service

3.1 Discontinuance or Refusal of Service

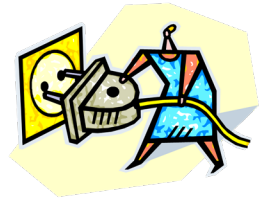
MVP may discontinue service if a customer violates any of its Operations Policies, fails to pay charges for service when due, violates rate schedules or contract provisions, has a service that is a safety hazard, or in cases of theft or illegal diversion of energy.

The discontinuance of service for any of these causes does not release the customer from the obligation to pay for services received or changes specified in the existing contract.

MVP reserves the right to refuse service loads that are seriously detrimental or hazardous to the utility system, or that hinder service to other customers.

3.2 Disconnect Policies

3.2a Disconnects for Residential or General Services Without Demand



After due date of final notice and prior to termination of service, MVP will attempt to notify customer of a potential disconnect by an automated telephone call to the last telephone number of record advising them the account is past due. As a second step, if unable to contact by automated telephone call, a letter will be sent to the address of record noting the account is subject to disconnection. This notice will be placed at least twenty-four (24) hours prior to the date of the scheduled disconnect. *A \$25.00 penalty fee will be assessed to accounts that are not paid by the due date of the final notice or Friendly Reminder statement.*

In the event the service is disconnected for non-pay, a deposit (or additional deposit equal to the past due amount may be required). This will have to be paid “in addition” to a \$60.00 service fee and all amounts owed before the service is re-energized.

The deposit will be kept for twelve (12) months of payments. If no delinquencies occur during that period, the deposit will be credited to the account in the 13th month.

Prior to actual discontinuance of service, a Customer Service Representative (CSR) will make evaluation of any known special circumstances.

In the case of a **disconnect meter** installed at a location, the customer may or may not receive a door hanger. MVP will make every attempt to contact the customer via an automated phone call before the day of disconnection. MVP will use the phone number provided by the customer. If the bill has not been satisfied, the account will be disconnected from the office on the day scheduled for discontinuance of service for non-payment. MVP will require the full payment, and may require a deposit to be paid “in addition” to a \$60.00 service fee.

An MVP customer has the ability to sign up for the Do Not Call List. Once on this list the customer will not receive an automated call. The customer is still responsible for any and all payments due on the account. MVP will note your account stating it is on the Do Not Call List.

3.2b Disconnecting in Winter

Termination of residential service will not take place during the winter season (November 1 to March 31) **when:**

At 7:00 a.m., the weather service forecasts temperatures below freezing and/or a major snowstorm for the succeeding twenty-four (24) hour period.

And, the customer can establish to the Utility’s satisfaction that one of the following applies:

- 1) They, or a full-time resident of the household, are at least 62 years of age.
- 2) They, or a full-time resident of the household, are disabled/impaired and need a special medical appliance, or qualifies for a medical emergency. An authorized written verification is required.
- 3) Children 5 years of age or younger, are full time residents of the home.
- 4) They are on a fuel assistance program. Verification must be in written form from the assistance program. Applying for a program does not relieve the customer from obligation for payment to the account.

Disabled/impaired is defined in this manual as: a medically determinable physical or mental impairment, or combination of impairments that causes

marked and severe functional limitations that will be severely affected without the provision of electrical service.

It shall be the responsibility of the customer to notify MVP of any special conditions and circumstances described above. MVP will not disconnect for non-payment if the customer has fulfilled these responsibilities. When the temperature has returned to above freezing, and there has been no payment or a payment agreement made, the service will be disconnected without further notice.

The above described criteria and process is designed to protect those customers with limited resources, protect the elderly and the disabled/impaired, and to give adequate notice to the customer. Those customers who do not meet the special conditions as described above may be disconnected with adequate notice without regard to the temperature.

These conditions do not relieve the customer from their obligation to pay for services rendered. The regular disconnect process applies to everyone after March 31.

3.2c Prepay Program

Potential customers can choose to utilize this program instead of supplying the required deposit. If the account has not been disconnected for lack of funds, the customer may request to return to a conventional account after 13 months of service.

Should the customer have continual payment issues MVP has the discretion to require a customer enter into this program.

The following bulleted items will necessitate a customer be moved to a prepay account:

- If an account appears on the disconnect list 2 times in a calendar year the customer will be moved to a pre-pay account. The customer will be required to stay on prepay for a minimum of 2 years. If the customer has maintained their prepay account efficiently (no disconnects) for the required number of years they may opt to return to a traditional account after paying all applicable deposits.
- If an account appears on the orange/green card list 3 times in a calendar year the customer will be moved to a pre-pay account. The customer will be required to stay on prepay for a minimum of 2 years. If the customer has maintained their prepay account efficiently

(no disconnects) for the required number of years they may opt to return to a traditional account after paying all applicable deposits.

- Any customer who has tampered with a meter previously, has vicious animals, or aggressive to MVP employees will be required to establish a pre-pay account. A customer on prepay, under this condition, will not be eligible to return to a traditional electrical account.

A customer will remain on the prepay program even if moving to another location within the MVP service area.

The participating customer is required to sign a Prepay service agreement. However, the signed prepay service agreement may be waived if participation is not voluntary, and is a requirement by MVP.

In the event the account has been disconnected for two (2) or more days due to lack of funds, the account will be closed. The customer will be required to sign all applicable documents and pay all fees to reestablish service. The process will be treated as a new connection and MVP will have up to two (2) working days to connect power.

3.2d Disconnects for General Services With Demand

After due date of final notice and prior to termination of service, MVP will attempt to notify the customer of a potential disconnect by an automated telephone call to the last telephone number of record advising them the account is past due.

As a second step, if unable to contact by automated telephone call, a written letter will be sent to the address of record alerting the customer that payment has not been received and advising them of their rights and/or provide the opportunity to disclose the inability to pay. This notice will be sent at least twenty-four (24) hours prior to the date of the scheduled disconnect. *A \$25.00 penalty fee will be billed to the account and the fee is charged when the disconnect report has been run.*

Accounts classified as General Services With Demand cannot be more than one (1) month past due. In the event the service is disconnected for non-pay, a deposit (or additional deposit) that equals the amount of the past due bill may be required. This will have to be paid “in addition” to a service fee and all amounts owed before the service is re-energized.

3.2e 90 Day Letter Process

A letter is sent to the last known address of record for collection. If payment is not received by the due date or arrangements have not been made, the account will be referred to the Department of Treasury for collection action under the authority of the Debt Collections Improvement Act of 1996.

If the debt is referred to Treasury, the customer may incur additional fees up to 30%. The Department of Treasury has the authority to report debts to a credit bureau, offset any Federal tax refund or other Federal payments owed to the customer. They may report the debt to a private collection agency, or refer the debt to the Department of Justice for litigation.

Once the account is referred to Treasury, they will be solely responsible for collection. Debt sent to the Treasury may be recalled as long as a payment or payment arrangement was not made on the debt thru Treasury. Mission Valley Power cannot accept any further payments for the debt if a payment was made or a payment arrangement was established with Treasury.

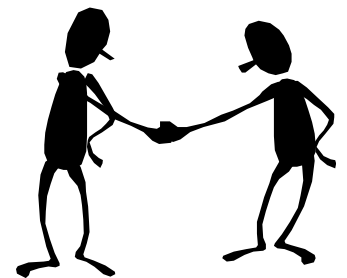
3.2f Transfer of Disconnected Services

Electrical services cannot be transferred to a family member and/or members of the same household to avoid payment of services rendered. All amounts owing on the disconnected service shall be paid in full prior to services being reenergized.

3.3 Payment Agreements

3.3a Residential or General Services Without Demand (CPS)

Residential or General Services Without Demand payment agreements are limited to four (4) broken per year and one (1) change per agreement, for the same customer. If a payment agreement is broken, and MVP is not notified of a change in advance, MVP can refuse to do another agreement. When a payment agreement is broken, the service will be discontinued without further notice on the day following the date of agreement to pay. In the event an extreme hardship has been determined, an additional payment agreement may be granted.



3.3b General Services With Demand (CP1 or CP2)

General Services With Demand payment agreements are limited to two (2) per calendar year for the same customer to have bill paid in full on or before the next month's billing due date. In the event the payment

agreement is broken, the service will be discontinued without further notice on the day following the date of agreement to pay.

3.4 Reconnecting Services

Customers requesting that a service be connected or reconnected must assure that the main breaker is in the off position. In the event a second trip is needed because the services shows load that is too large for a safe connect, a \$60.00 service fee will be billed to the customer.

Section 4: ENGINEERING & OPERATIONS

4.1 Line Extension

Mission Valley Power (MVP) will extend service in accordance with these Line Extension Procedures to all areas within MVP service territory. Line Extension refers to all primary (distribution high voltage) lines, structure, fixtures and equipment, and secondary lines (consumer utilization voltage) serving multiple service lines, and those service lines to the metering point.

Multi-phase line extensions will be provided on the same basis as single-phase installations.

Upon requesting a Work Order for a line extension, the applicant will pay a non-refundable \$100.00 fee. This fee is to cover the work order preparation costs. An additional fee may be collected for each change in design once the original design has commenced or for larger projects.

All line extensions are the property of MVP to own, operate and maintain regardless of the consumer's contribution to construction, with the exception of the meter pole. In 1991 a policy was established for a meter base attached to an MVP installed meter pole becomes the responsibility of the customer to maintain and/or replace the pole.

4.1a Design and Planning New Line Extensions

In consultation with the applicant, the MVP Staking Tech will do planning and design of all line extensions. Consideration will be given to access, right-of-way, acquisition, economy, and future development when applying generally accepted principles and MVP Standards in line construction and design. Deviation from the most economical route will be solely at the discretion of MVP. The customer will pay all additional associated costs, including overhead, which exceeds the amount of the original MVP preferred route.

4.1b Applicant Responsibilities

The applicant will be responsible for procuring all easements on MVP forms or other land use rights for line extensions. The applicant will also provide a clear right-of way to MVP specifications prior to scheduling construction. The applicant will be responsible for furnishing the meter pole or meter pedestal with a meter base meeting MVP specifications applicable to the type service that is required.

4.1c Relocating/Converting Existing Power Lines

A customer requesting the relocation of existing lines or converting existing overhead lines to underground will be responsible for 100% of the cost. Such requests will be considered on a case-by-case basis and completed only at the discretion of MVP.

All conversions are generally scheduled for construction when crews are available and not tied up with projects providing power to new construction sites. A longer than normal lead-time may be required.

All conversion proposals are evaluated, first on how they affect the safety of personnel and operations of the line. Safety and satisfactory operation of the line cannot be compromised in any situation. Main line feeders are not considered for conversion to underground.

Lines that are converted to underground will be converted from the origination point to the end of the line. Customers beyond the underground takeoff pole will have to convert their meter base to an underground service type. Spans within the overhead line will not be buried and an overhead line will not be built off the end of an underground line.

Converting overhead lines to underground may also be considered if public safety cannot be addressed by more conventional designs.

4.1d Idle Services

All line extensions are the property of MVP to own, operate and maintain regardless of the consumer's contribution to construction, with the exception of the meter pole. Power lines and associated equipment not utilized for one year will be considered idle and will be subject to removal at MVP's discretion. Idle services (transformers and/or meters not in use) may be removed unless an application for new or continuing service is made. Owners of accounts idle for one year will be notified and given the option of activating the account prior to removal. MVP will remove the service if no response is received within two (2) weeks of notice via registered letter.



In the event the account is re-activated, all monthly/annual minimum and/or basic charges are required to be paid in full.

Accounts subsequently disconnected or delinquent will forfeit all prepaid deposits and facilities will be retired at MVP's discretion. Any of these

circumstances will not release the customer's responsibility to pay all monthly/annual minimum and/or basic charges in order to satisfy the applicable rate class contract.

Service equipment removal will be at the discretion of MVP. This can include the meter, transformer, wire, and carrier pole. A customer wanting to establish service again at the location will be treated as a new service. All fees, rules and regulations will apply for a new service application.

4.1e Temporary Services

Temporary services are available for a minimum fee of \$200.00 **and are limited to six months only unless otherwise defined in a written agreement.** This fee covers the cost of installing a temporary service from an existing transformer installation. If there are not any transformer installations near, the customer will pay 100% of the estimated installation and removal costs of the temporary service.

4.1f Scheduling Line Extension Work

Line extensions are normally done on a first come-first serve basis after all requirements of these line extension procedures are met. However, MVP reserves the right to make changes to the schedule when emergencies or other priorities supersede the anticipated schedule.

4.1g Additional Party To New Line Extensions

If a new service (up to 3) is added to a new line extension that is three (3) years old or less, MVP will divide the primary line costs equally among the parties utilizing that portion of line. The original party (parties) must have paid MVP more than \$3,500 aid-to-construction (ATC) for the initial line extension in order for this provision to apply.

Prior to construction of any additional services attaching to the initial line extension, MVP will assist in the collection of any shared costs required, based on the location of the additions. The additional party (parties) will contribute their fair share of the cost from the beginning point of the initial primary line extension to the point where their service takes off.

The minimum amount forwarded to the original party (parties) must be more than \$200. The original party (parties) cannot be refunded more than they paid for the initial primary extension.

It is the responsibility of the original party (parties) to inform MVP of any refund that is due to them prior to construction of additional line extensions.

4.1h New Line Extensions

New Line Extensions require an electrical service contract. The applicant agrees to pay the monthly minimum/annual charge, and any usage accumulated each month, from the date MVP's side of construction is completed.

4.1i Trailer and Mobile Home Courts

Trailers or mobile homes will be supplied and billed through individual meters. The trailer or mobile home owners will provide each site with an adequate secondary service supply, individual metering service panels that meet MVP, State (if applicable), and National Electrical Code requirements, and the court owner guarantees payment of minimum bills on vacant stalls.

An electrical permit is required each time a trailer is moved into a space.

MVP requires a signed contract for each meter by the owner of the court regardless if the power is registered under a renter or lessee.

4.1j RV Parks

RV Parks that have one (1) master meter to serve all the RV stalls will be under the General Services With Demand rate (CP1). This service will be sized to the number of stalls it will be serving.

In the event a separate meter is installed to serve an individual stall, the Residential rate will apply. A 200 amp service will be required.

RV Parks will not be allowed to supply their own meters to the RV stalls.

4.1k Subdivisions

The developer/contractor of a subdivision is required to pay 100% of all primary conductor and equipment and its installation. If the developer/contractor provides a metering point, MVP will offer a contribution-in-aid equal to a year round residence for each service. The developer/contractor is required to sign an electrical service contract and then is obligated to pay the minimum monthly charge for each service until a new owner takes over.

4.2 Line Extension Credits Schedule

<u>Class of Service</u>	<u>MVP Contribution</u>	<u>Applicant Pays</u>
<u>Residential (RES)</u>		
3) Year Around (Min. 3 years in residence)	\$500.00 towards construction cost and meter	All costs greater than \$500.00
	Meter	Cost of a meter pole (if applicable) is not included in MVP's contribution.
4) Seasonal/Temporary*	Meter	All Primary Line Costs
		All Service Costs
		Cost of meter pole (if applicable) is not included in MVP's contribution
<i>*Seasonal/Temporary is defined as living in the residence less than seven (7) months during one (1) calendar year.</i>		
<u>General Services without Demand (CPS)</u>		
1. Year Around (Min. 3 years in residence)	\$500.00 towards construction cost and meter	All costs greater than \$500.00
	Meter	Cost of a meter pole (if applicable) is not included in MVP's contribution.
5) Seasonal/Temporary*	Meter	All Primary Line Costs
		All Service Costs
		Cost of meter pole (if applicable) is not included in MVP's contribution
<i>*Seasonal/Temporary is defined as living in the residence less than seven (7) months during one (1) calendar year.</i>		
<u>General Services with Demand (CP1/CP2)</u>		
1. Single Phase (CP1)	\$500.00 towards construction cost and meter	All costs greater than \$500.00
	Meter	Cost of a meter pole (if applicable) is not included in MVP's contribution.
2. Three Phase (CP2)	\$500.00 towards construction cost and meter	All Primary Line Costs
		All Service Costs
	Meter	Cost of meter pole (if applicable) is not included in MVP's contribution
<u>Irrigation (IRR)</u>		
1. Irrigation	\$500.00 towards construction cost and meter	All costs greater than \$500.00
	Meter	Cost of a meter pole (if applicable) is not included in MVP's contribution.

4.3 Detrimental Loads

Electric service will not be utilized in a manner that could cause service disturbance transients or voltage fluctuations to other customers of MVP. In the event, that any customer uses equipment, such as welders, variable frequency drives, pipe thawing equipment, or large motor starting equipment, that is detrimental to the service of other customers of MVP, she/he may be required to install, at his/her own expense, regulative equipment to control the fluctuations. Individual voltage distortion shall be limited to 3% and total harmonics shall be limited to 5% total voltage distortion THD, according to IEEE 519, by applying filters. Service will not be supplied or, may be discontinued, until corrective measures are taken.

4.4 Standard Delivery Phase and Voltages

All services will be alternating current, 60 cycles.

<u>VOLTAGE</u>	<u>CONNECTION</u>	<u>WIRE</u>	<u>PHASE</u>
120/240V		3	1
120/208V	Wye	4	3
120/240V	Delta	4	3
277/480V	Wye	4	3

*120/240V 3-phase pad mount transformer is not supplied by MVP.

All voltages and connections must be approved by MVP's Engineering Department.

In general, delivery voltages and phases will be those available at the point service is desired, and if other phases or voltages are requested, the Engineering Department must approve them. In the case of large loads, power may be delivered at other voltages, than those listed above, if approved by MVP.

Except in the case of three-phase four-wire delta service, MVP will require that the current taken by each phase of the three-phase service be reasonably balanced at times of maximum or near maximum load.

4.5 Power Factor Adjustment

An adjustment for power factor (PF) will be made by increasing the billing demand for each month by 1% for each 1% or major fraction thereof by which

lagging power factor is less than 95%. This includes any load served by MVP, including irrigation. The PF adjustment is applied to the horsepower charge for irrigation loads, demand charge for General Services with Demand, Large Commercial Load with Demand, and New Large Single Load.

4.6 Motor Loads

Both single and three-phase motors must not exceed 270 amps starting current when started across-the-line. Generally, this implies the running current is less than 45 amps.

Both single and three-phase motor loads must satisfy the following criteria: (REA Bulletin 100-3)

- Full load running current does not exceed 45 amps if motor is to be started across-the-line.
- The locked motor current does not exceed 270 amps.

Generally, this results in the following horsepower guidelines for across-the-line starting of motors.

**Table-Guide for Maximum Allowable Motor
Horsepower for Across-the-Line Starting**

MOTOR	Rated Voltage 115V	Rated Voltage 230V	Rated Voltage 460V
Single Phase	3 H.P.	7.5 H.P.	-
Three Phase	-	15 H.P.	30 H.P.

All ten (10) HP and larger motors, including irrigation pumps, must be equipped with overload and low voltage protection. It is recommended that overload protection be included in each phase of three-phase motors.

Customers shall be responsible for providing suitable protective equipment, such as fuses, circuit breakers and overload relays to adequately protect their equipment. If three-phase equipment is used, it shall be the customer's responsibility to protect his/her equipment against phase failure or under/over voltage conditions.

4.7 Non-Standard Service

The customer will pay the cost of any special installation necessary to meet his/her particular requirements for service at, other than standard voltages, or for

the supply of closer voltage regulation than required by standard practice. Prior approval from MVP will be required, and any costs will be paid by the customer.

4.8 Structure Moves Near MVP Power Lines



MVP will accommodate the transportation of buildings or other structures in and around our power lines, poles, or guy wires. An estimate will be prepared for all reasonable labor, material and equipment costs for moving poles, and for raising or cutting wires necessary to accommodate the hauling of such structures. Estimated costs must be paid in full, prior to any structure move. At the completion of the structure move, actual cost will be

compared with the estimate. Any difference will be reconciled within seven (7) working days. We require a minimum of fourteen (14) days' notice prior to the move so that MVP has lead-time to evaluate the proposed route. We require the height and width of the loaded structure at the time of the application. Per Federal Regulations, only MVP personnel will be allowed within ten (10) feet of energized primary electric lines or equipment.

4.9 Curtailment

Should a serious power shortage develop, making it necessary for MVP to enact a curtailment program, MVP reserves the right to limit the use of electric energy as may be necessary.

Section 5: CUSTOMER'S RESPONSIBILITY

5.1 Point of Delivery

The point of delivery is that point on the customer's premises (or other agreed point) where MVP terminates its electrical service conductors, and the customer's wires are connected to MVP's facilities. All equipment beyond this point, in the direction of power flow, will belong to, and be the responsibility of the customer, except meters, meter poles, metering equipment, and other equipment provided by MVP. It will be the customer's responsibility, or his/her electrical contractor, to advise MVP of his/her service requirements in advance of installing the service entrance equipment, and to ascertain that the location is acceptable to MVP.



5.2 Customer's Wiring and Equipment

The customer will provide and maintain a service entrance with a meter socket and outside mainline breaker or distribution center complete with all necessary wiring. The entrance will be located convenient to the lines of MVP and, unless otherwise specified, on the outside of the building or on a meter pole. The service must be accessible to MVP at all times.

When prior approval by MVP has been obtained, the meter may be mounted on approved service pedestals or meter pole. The meter will be furnished by MVP and must be accessible to MVP Personnel at all times.

The entire service installation must be satisfactory to MVP and must conform to the provisions of the National Electric Code then in force. MVP will require compliance with the State Building Codes and Electrical Permits process where appropriate. Proof of a permit must be obtained and available to MVP prior to connecting a new service.

The customer will install, own and maintain all wiring, meter pole, and equipment beyond the point of delivery except meters and special facilities installed or furnished by MVP.

The customer will not resell, rebill or supply any other person or premises with electric energy through their service. Violation will result in a fine of \$500.00 and/or discontinuance of service.

MVP will take reasonable precautions to prevent abnormal voltage variations, but cannot guarantee that these conditions will not occur due to circumstances beyond its control. The customer will be responsible for provision of suitable protective equipment of his/her installation.

MVP will refuse service or discontinue service to a customer's equipment or wiring when it is in a hazardous condition, or plainly appears to MVP not to be in conformance with lawful codes. The customer will be solely responsible for the maintenance and safety of his/her wiring, meter pole or pedestal, and equipment. MVP will not in any way be liable for accidents, or damages occurring to the customer, or to third parties because of contract with, or failure of, any portion of the customer's installation.

5.3 Metering

Meter sockets, as specified by MVP, shall be installed on the outside of buildings and/or service structures so that the socket is not more than 5'6" (plus or minus 6") from the ground or floor. It will be the customer's responsibility to maintain a clear space of at least 30 inches in front of, and either side of, the meter socket.

Meters shall not be installed in places difficult to access, such as over open pits, moving machinery, hatchways, or in the path of water from eaves or rain spouts, blocked by debris, shrubs or trees, or where they are subject to live steam or corrosive vapors and hazardous materials such as gas or oil, or obstructed by vicious animals. Nor will a meter be allowed to be in an enclosure, such as garage, shed, porch, or hidden enclosure.

MVP, through its authorized employees, will have access to its equipment at all reasonable times for the purpose of reading meters and testing, repairing or replacing equipment which is the property of MVP. If such equipment is located behind locked gates and/or locked doors, MVP will supply its own lock to be incorporated into the customer's locking system.

MVP, at its discretion, can request the meter be moved to a more accessible location. Failure to comply with the request can result in discontinuance of service until the situation is remedied.



5.3a Separate Meter

When the customer desires to use electricity for purposes classified under different rate schedules, separate meters will be installed for each rate schedule.

The electricity registered by each meter will be charged at rates specified in the appropriate class of service.

5.3b Meter Tampering



Tampering with meters and other federally owned facilities of MVP is a violation of these policies and may subject the violator to criminal and civil penalties. If the customer tampers with meters and/or other facilities of MVP, MVP will recover all associated costs from the customer. The service will immediately be disconnected and a meter tampering fee will be charged. For the first offense, the tamper fee shall be \$500.00. For the second offense, the tamper fee shall be \$700.00. A third offense will result in denial of services supplied by MVP.

Additional charges will include, but are not limited to, cost of estimated usage, cost of meter or meter damages cost of employee(s) time, and cost of all MVP vehicles/equipment used for tampering incident.

Any customer who has tampered with a meter previously, will be required to establish a prepay account. A customer on prepay, under this condition, will not be eligible to return to a traditional electrical account.

5.4 Customer's Responsibility for MVP's Property

It will be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to MVP's property on his/her premises. Property of MVP will include, but is not limited to, meters, transformers, service conductors, poles, anchors, and other equipment installed by and remaining the property of MVP.

Mission Valley Power will charge the following fees for damages to any of its equipment described above, whether the damage occurs from snow plowing, burning, mowing, or other negligent occurrences.

- 1) When MVP responds to calls from the public during regular working hours to a property damage incident, MVP will charge a minimum service fee of \$60.00.
- 2) When MVP responds to calls from the public outside our regular working hours, MVP will charge a minimum service fee of \$250.00.

- 3) MVP personnel will determine the damage to its equipment, whether in whole or in part. The customer will be responsible for such damage which will include costs of all labor and materials in order to assess and replace equipment loss.

5.4a Area Lighting

It is the responsibility of the customer to notify MVP for area light repair. MVP will ensure the repair is made in a timely manner.

5.4b Additional Load

MVP has the responsibility of providing electrical equipment of suitable capacity to deliver power in accordance with the customer's load. In the event that the customer changes his/her load materially, they must notify MVP sufficiently in advance so that MVP may modify its facilities accordingly. In the event that the customer fails to notify MVP, and as a result MVP's equipment is damaged, the customer will be liable for damages.

5.5 Tree Trimming

Mission Valley Power maintains a ten (10) foot clearance from the outside wire of the power line. Whenever Mission Valley Power has a concern with trees (dead or alive) outside of the right-of-way that are a hazard to the power line, trees will be trimmed, topped, or cut down. A hazard tree is any tree that jeopardizes the integrity of the power line. Work will be done in accordance to MVP's safety standards to protect the crews and the public.

Normally, felling of a hazard tree will be the responsibility of the property owner to clean up.

Upon a customer's request to trim or cut a tree, Mission Valley Power will assess whether the tree is a hazard to its power line before a crew is scheduled. In the event the tree is dead, it will be cut to the ground.

The customer will be responsible to maintain all trees that are within the clearance area and the right-of-way of the power line to prevent a hazard. In the event Mission Valley Power has to trim or cut these trees, the customer will pay all associated costs. A letter will be sent to the customer before a cost assessment would be implemented.

Section 6: CUSTOMER APPEALS PROCESS

The customer appeals process for individual customer complaints will begin with MVP's Customer Service Manager. If the complaint cannot be resolved at this level, it will be passed on to the General Manager. If the General Manager reaffirms the utility decision to which the customer is objecting, the customer may take the complaint to the Consumer Council. If the customer takes the complaint to the Consumer Council, it is the responsibility of MVP to notify the Northwest Regional Office.

The maximum amount the Consumer Council is authorized to award shall not exceed \$5,000.00. Although the Utility Board cannot allow decisions that affect the financial viability of the utility to be made by others, most consumer complaints are not of this character. Issues such as errors or disputes over billing, calculation of line extension charges, decisions to disconnect service, and other issues clearly related to utility/customer relations, may be left to the Consumer Council for resolution when the utility fails to resolve them "in-house".

Consumers objecting to a general utility policy will first ask the Customer Services Manager to review their complaint. If the complaint cannot be resolved at this level, it will be passed on to the General Manager who may, if necessary, ask the Utility Board to reconsider the policy. If the issue is not resolved at this level, the consumer may present the complaint to the Consumer Council. The Consumer Council, after investigating the complaint, may uphold the utility policy or make recommendations to the Utility Board to change its policy. Although these recommendations carry considerable weight, the Utility Board will make the final decision. It is the goal of the utility that all complaints will be processed in thirty (30) days or less.

Complaints or appeals that cannot be resolved as provided above may be filed with the Northwest Regional Director under the authority of Title 25, CFR, Section 175.60.

**Northwest Regional Director
Bureau of Indian Affairs, Northwest Regional Office
911 N.E. 11th Avenue
Portland, OR 97232-4169**

Complaints or appeals that is not resolved at the Northwest Regional Director level may be appealed or referred to the Interior Board of Indian Appeals pursuant to Section 175.61. The address is as follows:

Interior Board of Indian Appeals
801 North Quincy Street
Suite 300
Arlington, VA 22203
(703) 235-3810

GLOSSARY

Aid-to-Construction (ATC) – funds provided to MVP by the applicant under terms of a line extension, contract, and/or service modifications.

AMR – Automated Meter Reading

Appellant – any person who files an appeal under 25 CFR 175.

Applicant – a person requesting the Utility to supply power.

Application – a written request to MVP for service, as distinguished from an inquiry of the availability or charges for such service.

Billing Month – the time interval between two (2) consecutive regular readings of the utility's meters at approximately thirty (30) day intervals.

Billing Period – the time interval between two (2) consecutive regular meter readings that are taken for billing purposes.

Clearance – the approval of an electric installation by the city, county, or Tribal Authority having jurisdiction in accordance with its standards.

Contract – the written terms which constitute a binding agreement between the customer and MVP for services provided.

Customer – any individual, business, or government entity which is provided, or which seeks to have provided, service of the Utility.

Customer Service – the assistance and service provided to customers.

Disable/Impaired – A medically determinable physical or mental impairment or combination of impairments that causes marked and severe functional limitations that will be severely affected without the provision of electrical service.

Distribution Lines – the utility system of poles, ducts, conductor, or fixtures operated at distribution voltages which are constructed along public roadways or other bona fide rights-of-way, including easements on customer's property.

Electric Service – the delivery of electric energy by the Utility to the point delivered pursuant to a service contract.

Energy – electric power expressed in kilowatt hours (kWh).

Energy Diversion – the unauthorized connection to the utility system or the bypassing of authorized metering point(s).

General Manager – the chief executive officer of MVP that directs all aspects of utility operations. He/she is responsible to the Utility Board.

Illness – a medical ailment or sickness, verified by a doctor in writing stating the nature of illness and the danger to the customer’s health in the case of discontinuance of service.

Line Extension – the extension of conductor to provide service.

Master Meter – a meter that records energy at a single location and then distributes it to individual points of service.

Meter – the instrument for recording the energy passing through it.

Meter Tampering – unauthorized alterations to a meter.

Monthly Minimum – the amount that is paid to the Utility for availability of electric service, excluding any energy used.

MVP – the abbreviation for Mission Valley Power

Northwest Regional Director – the Bureau of Indian Affairs official in charge of the Portland Area, or an authorized delegate.

Operations Manual – the Utility’s written procedures and practices that govern service provided by MVP.

Prepay Metering – a program where the customer keeps a credit balance to maintain electrical service.

Point of Delivery – as used in this manual, the point on the customer’s premises where MVP terminates its electrical service conductors, and the customer’s wires are connected to MVP’s facilities.

Power Rates – the charges established by the Utility in a rate schedule(s) for electric service to a customer.

Service Fees – the charge for providing administrative or customer service to customers, prospective customers, and other entities having business relationships with MVP.

Special Contract – the written terms for special conditions of service which constitute a binding agreement between the customer and MVP. This contract may include such items as, but not limited to: street or area lights, traffic lights, telephone booths, irrigation pumps, unmetered services, system extensions, or payment agreements.

Unauthorized Re-supply Fine – A fine imposed by MVP for the resale of power through a customer installed meter.

Utility – as used in this manual, another term for Mission Valley Power (MVP).

Working Days – As used in Mission Valley Power's Operations Manual, working days are Monday through Thursday. This includes all holidays and/or unexpected unscheduled days off that fall between Monday and Thursday. Due dates will not fall on a holiday.

Index

200 amps, 9

90 Day Letter Process, 37

abandonment form, 18

access, 48

Additional Load, 49

Additional Party To New Line Extensions, 41

age 62 or older, 30

Application Fee, 24

Automatic Payment, 28

Billing Process, 32

Budget Billing, 27

Businesses Located in Residences, 15

Cancellation of a Continuing Contract, 18

Cancellation of a New Contract, 17

Connect or Transfer Fee, 21

Consumer Council, 51

Contracts, 16

corporations, 17

Credit References, 26

Curtailment, 46

CUSTOMER APPEALS PROCESS, 51

Customer of the Month, 30

Customer Services Manager, 51

CUSTOMER'S RESPONSIBILITY, 47

Customer's Responsibility for MVP's Property, 49

Customer's Wiring and Equipment, 47

Debt Collections Improvement Act of 1996, 16

Debt Collections Improvement Act of 1996., 8

demand over 25 kilowatts, 10

Department of Treasury, 16

Department of Treasury, 8

deposit, 27

Deposits, 25

deposits will be held for twelve (12) months, 26

Design and Planning New Line Extensions, 39

Detrimental Loads, 44

disabled/impaired, 30

disconnect meter, 22, 35

Disconnect meter, 23

disconnect meters, 22

Disconnect Policies, 34

disconnected for non-pay, 35

Discontinuance or Refusal of Service, 38

Dishonored Payments, 20

Dishonored Payments, 23

Drop Boxes, 6

easements, 39

electrical permit, 42

Electrical Service Application, 8

Electrical Service Contract, 8

eviction, 18

Final Billing, 34

final notice, 34

General Manager, 51

hazardous condition, 48

history usage, 17

Idle Services, 40

Interruption of Service, 18

Irrigation meter bills, 33

landlord, 18

landowner/landlord, 17

Late Fee, 20

life support, 23

lighting public right-of-ways, 14

Line Extension, 39

Megawatt of power, 10

meter pedestal, 39

Meter Readings, 32

Meter Tampering, 49

meter tampering fee, 49

Meter Tampering Fee, 20

Meter test, 20

Meter Test, 21

Metering, 48

Motor Loads, 45

National Electric Codes, 8

New Large Single Load, 8

New Line Extensions, 42

Non-Standard Service, 45

Northwest Regional Office, 51

Notice of Trouble, 19

notice prior to a change of occupancy, 8

Over/Under Billing, 34

Payment Agreements, 38

Payment arrangements, 17

Payment/Assistance Programs, 27

- Payroll Deduction, 28
- photo ID, 16
- power factor, 33
- Power Factor Adjustment, 44
- prepay, 8, 20, 29
- Prepay, 22, 26
- property of MVP, 8

- Rate Adjustments, 34
- Reclassification of service, 14
- Reclassification requests, 14
- Reconnect Fee – General, 20
- Reconnect Fee – Irrigation Accounts, 23
- Reconnecting Services, 38
- Relocating/Converting Existing Power Lines, 40
- renters/lessees, 17
- responsibility of the customer, 36
- right to limit the use of electric energy, 46
- right-of-way, 8
- right-of-way on either side, 50
- right-of-ways or easements, 8
- RV Parks, 42

- Scheduling Line Extension Work, 41
- seasonal horsepower charges, 12
- Security/ Area Lighting, 13
- Security/Area Light, 8
- Senior Citizen and Disabled Fee Waiver, 30
- Service Call, 21
- Service Fees, 20
- shared costs**, 41
- Standard Delivery Phase and Voltages, 44
- Structure Moves Near MVP Power Lines, 46
- Subdivisions, 42

- Temporary Construction Service Fee, 24
- Temporary Services, 41
- Trailer and Mobile Home Courts, 42
- Transfer of Deposits, 27
- Transfer of Previous Unpaid Accounts, 33
- Tree Trimming, 50
- trim or cut a tree, 50

- underground locate, 21

- vandalism, 13
- variable frequency drives**, 44
- voltage fluctuations**, 44