

# MISSION VALLEY POWER OPERATIONS MANUAL

INCLUDING SERVICE POLICIES

Effective January 18, 2026



**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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[www.missionvalleypower.org](http://www.missionvalleypower.org)

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# GENERAL INFORMATION ABOUT MVP

## **Pablo Office**

(406) 883-7900 or 675-7900

Customer Service Email: [csrs@missionvalleypower.org](mailto:csrs@missionvalleypower.org)

Engineering Dept. Email: [engineeringservices@missionvalley.org](mailto:engineeringservices@missionvalley.org)

Visit our website at: <https://missionvalleypower.org/>

Check Facebook Updates at: <https://www.facebook.com/missionvalleypower>

## **Business Hours: Pablo Office:**

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

Lobby Hours are 7:00 a.m. to 5:00 p.m., with the drive-through open until 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: 855-957-3797

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.

A payment KIOSK is accessible 24 hours a day outside of the MVP main office in Pablo. Additional KIOSKs are available at Valley Banks in Ronan, Arlee, and Hot Springs. KIOSK payments of any amount are posted to the account immediately.

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

## WHAT TO DO IN CASE OF AN OUTAGE

- **First and foremost, if there are lines down, do not go near them as they could be energized and contact with them could be deadly.**
- 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.
- 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 to any reports on the outage.
  - Call dispatch at **406-883-7940** during business hours or after-hours dispatch at **406-883-7972** to report the outage.
  - Outages are addressed immediately, and power will be restored as quickly and safely as possible. You can check our Outage Map at <https://missionvalleypower.org/outage-map/> to see if it is a widespread outage or to monitor restoration progress.
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## 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.**

In the event of severe weather, natural disasters, or emergencies, our trained teams are mobilized promptly to assess infrastructure damage, prioritizing critical facilities such as hospitals and emergency services. We also strive to communicate with customers to provide real-time updates on power outages, restoration timelines, and safety information through multiple channels, including social media, radio stations, our website, and our automated-calling system. For this reason, it's important to keep your information updated.

Mission Valley Power is committed to providing the most reliable service possible, and this means prioritizing system infrastructure. As a non-profit federally owned utility, we cannot borrow money, so our ability to pay for these upgrades relies on ratepayer funds. This sometimes necessitates rate increases beyond the pass-throughs of changes in our cost of purchased power. When a revenue rate increase is proposed, a public hearing is held to allow consumers to voice concerns prior to implementation. MVP takes great

pride in our public process as it allows MVP and customers to mutually understand the priorities, costs, and needs of both MVP and the greater community.

### **Consumer Representation**

Under the PL 93-638 contract that governs the operation and management of Mission Valley Power, a Consumer Council is appointed that is dedicated to the purpose of providing electric power consumers with opportunities for participation in the development of policies & rate schedules to be implemented by the utility by holding public hearings when changes to either are proposed. They also exist to hear appeals from consumers that may arise from the implementation of utility policies and schedules **(See Section 6: Customer Appeals Process)**.

### **Scope**

The policies in this booklet are a part of all agreements for the delivery of electric energy. They are equally binding on MVP and its customers. Copies are available for inspection at the MVP offices as well as online at <https://missionvalleypower.org/operations-manual/>.

### **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. The currently authorized policies supersede previous utility policies.

# Section 1: CUSTOMER INFORMATION

## 1.1 General Contract Application Information

Federal regulations require that each prospective customer sign an Electrical Service Contract with MVP that specifies the terms of service. This contract establishes a billing account with MVP. Prospective customers must present a photo ID and Social Security Number with their signed contract. Contracts for corporations must have a legally authorized signature (CEO or President) and must include their corporate title and provide a Federal Business ID.



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 a contract is for a new service, the billing begins when Mission Valley Power has installed its line equipment, regardless of whether the customer's side is ready or not. The customer will be billed a basic monthly charge applicable to an assigned rate classification until a meter is installed. A minimum number of months to pay the monthly basic charge is designated on the contract. The term of contract for new services shall not be less than three (3) consecutive years. **(See Section 4: Engineering & Operations for more information on New Services)**

The contract is a binding instrument wherein the customer agrees to pay issued bills in a timely manner. If payments are not received by the due date or arrangements have not been made, the account will be considered delinquent. **(See Section 3 for the Disconnect Policy and the 90-day Letter Policy)**

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 physically unable to 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 in writing by the account holder or authorized representative on the account, 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.

An owner that has multiple locations established and that has renters/lessees continually moving in must have an original contract signed for each account on file. If an account is in both the landlord's and the renters/lessees' name, both parties may have access to detailed account information upon request.

## 1.1a Cancellation of a Contract

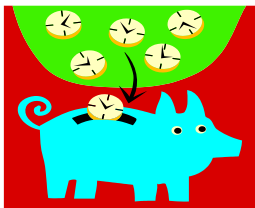
If a customer desires to discontinue service, they shall:

- 1) Give notice before a change of occupancy or change of legal responsibility for the account within ten (10) calendar days for disconnect and/or removal of service.
- 2) Make arrangements for final bill (address change, apply deposit, transfer to new account, etc.)
- 3) Submit the Service Removal form if removing service, providing documentation of property ownership.



Cancellation of any contract has to be made by the authorized person(s) whose signature(s) appear on the most current contract on file. An owner or owner's representative is not authorized to request discontinuance of service if the account has a signed contract by a current renter or lessee. The 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 be 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 owner or the owner's representative 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 or the owner's representative. MVP has the right to discontinue service and cancel a contract if an account is in a non-pay status, subject to Section 3.

## 1.2 Deposits



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 13<sup>th</sup> month. Additionally, if the customer keeps their bill current for twelve (12) consecutive months and they have used a co-signer instead of a deposit, the co-signer will be removed from account responsibility.

If an account becomes delinquent with two (2) months of past due bills, a deposit can be requested, or you will be required to sign up for a prepay account.

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 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).

### **1.3 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, the signee becomes the owner of the deposit, and it will be transferred to the new signee's account or issued via check for a closed account. The signer's account must be paid in full before the transfer will take place.

### **1.4 Establishing Credit References**

#### **1.4a Residential or Small General Services**

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 Small General Services 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.

#### **1.4b Large General Services**

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 13<sup>th</sup> month if no delinquency occurs.

### **1.5 Service Fees (See Appendix A for current fee amounts referenced herein)**

#### **1.5a Service Call**

When a service call is requested by a customer, and it is not a MVP service problem or MVP underground conductor, a charge is assessed. If a service call is requested by a customer either during working hours or outside of regular working hours for a non-MVP service problem, the actual cost will be charged.

#### **1.5b Re-Selling Fine**

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

#### **1.5c 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 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.

#### **1.5d Late Fee**

An account that is not paid within four (4) days of the due date and/or a payment agreement has not been made, the account will be assessed a late fee. The late fee will be assessed on the fifth day past the due date of the bill, when the Friendly Reminder is sent out.

#### **1.5e Penalty Fee**

A penalty fee will be billed to the account when no payment or payment agreement is made after the Friendly Reminder late fee notice due date, and the collection process has started. In the event there is more than one meter billed under the same account, one penalty fee will be charged.

#### **1.5f Reconnect Fee**

A general reconnect fee is required before reenergizing an existing service. This fee is the current basic charge applicable to the last recorded rate class times the number of months disconnected, three (3) year maximum, plus the connect fee. Owners/managers are responsible for paying the back basic 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. **(See 3.4 for Reconnection Policy)**

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

For same-day service order request for disconnection or reconnection, there will be a fee charged.

#### **1.5g Service Reconnect Fee – Non-payment**

Customers will be disconnected for nonpayment only after all reasonable alternatives have been exhausted. A service fee will be billed to the account when the disconnect list has been run for customers who have not paid their balance by the due date of the Friendly Reminder notice. If the customer has more than one location associated with their account, the service fee will be charged for each location. **(See Section 3 for Disconnect & Reconnect Policies)**

#### **1.5h Reconnect Fee – Irrigation Accounts**

Irrigation accounts disconnected for non-payment will be charged a reconnect fee and will be required to make full payment of any outstanding bills before re-energizing the service.

### **1.5i Dishonored Payments**



Any person from whom a dishonored payment is received will be assessed a handling fee. This includes checks or credit cards that are denied for insufficient funds, closed accounts, incorrect information input into the Kiosk or online, declined cards, stopped payments, 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 an MVP office in cash, money order, certified check, cashier's check, or valid credit card within five (5) working days or the service may be discontinued without further notice to the customer. If the nonpayment was caused by the financial institution, the customer may provide a letter from that institution to have the fee waived.

In the event MVP receives two (2) dishonored checks (including 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 resume accepting checks or credit cards for payment again.

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

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

### **1.5j Application Fee**

A minimum non-refundable fee is required for new line extension requests. This applies to all applications, including net metering, new services, existing service upgrades, and light installations.

### **1.5k Senior Citizen/Disabled Fee Waiver**

**(See Section 1.12h for details)**

## **1.6 Net Metering**

Net metering is the utility billing practice of recording the excess energy generated by a power-generating installation (typically solar) and applying it to the customer's bill as credit toward energy drawn from the grid. The type of net metering allowed by MVP is "1-for-0.5 net metering" because the utility offers a half credit for each kilowatt-hour (kWh) of electricity sent to the grid. At the end of each billing period, MVP totals the energy exported to the grid and the energy used from the grid. If the customer uses more

electricity than they export, MVP bills the customer for the difference in usage. If they export more than they use, MVP records a credit balance that will be applied to the next monthly bill.

MVP allows these credits to carry over month-to-month for up to twelve (12) months when the credits are zeroed out on April 1<sup>st</sup> each year. Additionally, MVP limits the total size of the bi-directional meter (Net Metering) project to no more than 20 kW.

All Net Meter projects are subject to the terms and conditions as specified in the Net Metering policy updated and authorized on November 1, 2023. This policy is available on request at the MVP offices, at [www.missionvalleypower.org](http://www.missionvalleypower.org), and is attached to all Net Metering applications.

## **1.7 Classes of Service**

Class of service refers to the Rate Class each customer is assigned to, which determines the rates they will pay for their service.

### **1.7a 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.

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

Prepaid services and Net Metering are only available for single-phase service.

### **1.7b Small General Services**

The classification is available for single or three-phase electric service. A service panel greater than 200 amps is classified as Small General Services until the customer demonstrates usage for 9 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.

Prepaid services and Net Metering are available for this classification of single-phase service.

### **1.7c Large General Services**

This classification is available to existing single or three-phase service with demand over 25 kilowatts. 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. **(See 2.2c Power Factor Adjustment)**

### **1.7d New Large Single Load (NLSL)**

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 an NLSL. **(See 2.2c Power Factor Adjustment)**

### **1.7e 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).



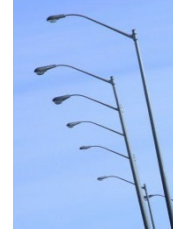
1. All motors will be equipped with power factor correction (want 100% power factor). The capacitors will be switched with the motor and installed in accordance with Article 460 NEC 2011, or the most current edition. **(See 2.2c Power Factor Adjustment)**
2. All installations shall be equipped with low-voltage lightning arrestors installed at the weatherhead of the service conduit, and in accordance with Article 460 NEC 2011, or the most current edition.
3. All motors shall be protected on all three power legs.

### **1.7f 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). 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.

### **1.7g Security/ Area Lighting**



This classification is available to customers who desire a lighting system up to nine (9) 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 are maintained by MVP for the monthly charge applicable for installation.

In the event of continuous vandalism, the customer will be required to pay the cost of the materials.

### **1.7h Street Lighting Unmetered**

This rate class applies to municipalities or communities where there are ten (10) or more lighting units billed in a group that are billed to one customer. All accounts not metered will be charged for an LED light. The term of contract for new services shall not be less than three (3) consecutive years.

### **1.7i Street Lighting Metered**

This classification is available for lighting public right-of-ways and for customers desiring ten (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.

## **1.8 Reclassification of Service**

### **1.8a Reclassification Requested by Customer**

Reclassification of service may be requested in writing 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 nine (9) out of twelve (12) consecutive months.

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

### **1.8b 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 35 kW three months out of twelve consecutive months.
- 2) The Small General Service rate class exceeding Demand usage greater than 25 kW for three 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 if exceeded a third time.

### **1.9 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.

### **1.10 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. It is the customer's responsibility to protect their equipment from surges. MVP will have the right to temporarily suspend service to make repairs or improvements to the system.,

### **1.11 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 to Mission Valley Power equipment.

## 1.12 Payment/Assistance Programs

### 1.12a Budget Billing



Budget billing is a program that will keep your payments consistent throughout the year. Your monthly payment will be set as the average of your previous 12 months of bills. **Customers may only sign up for Budget Billing from May through September 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 established history, \$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.

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.

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.

If the customer chooses to stop Budget Billing, the customer will be required to wait until the beginning of the new budget billing season (May, June, July, August, and September) to sign up again.

### 1.12b Payroll Deduction

Payroll Deduction is a program where a business will automatically deduct a specified amount from the customer's paycheck every payday 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 paycheck will be determined the same way that budget billing amounts are determined, based on 24 pay periods 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 (**May, June, July, August, and September**) to sign up again.

### **1.12c 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's 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.

### **1.12d Pre-pay Metering**

Prepaid metering is a program where the customer pays an upfront reconnect fee for the meter and a specified payment 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.

The prepaid option is only available for single-phase services.

A security deposit is not required for this program, and there will be no late payment charges, service fees, or service fees 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 the 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 of any amount can be made by phone, website, Kiosk, or using the Smarthub app on your cell phone.

### **1.12e Telephone Service**

MVP offers a 24-hour phone line for payment. A payment through this system is posted to your account immediately. Call 1-855-957-3797 and follow the prompts.

### **1.12f Web Payments**

There are two options for payment on our website at [www.missionvalleypower.org](http://www.missionvalleypower.org). The first option is to create a user ID for future log-on and account usage monitoring through Smarthub.

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

### **1.12g Assistance Programs**

If an MVP customer is covered by a local, state, or federal utility assistance program, the customer must ensure that MVP receives notice of approval from the energy assistance program via a written notice, email, or telephone call.

Delays in notices could result in a disconnection of utility service. Ultimately, the customer is responsible for all balances due to Mission Valley Power. Customers are encouraged to verify with MVP that the notice was received so that service is uninterrupted.

### **1.12h Senior Citizen and Disabled Fee Waiver**

Full-time senior citizen residents age 62 and older may qualify for a monthly credit of during the winter months of November 1 to March 31 if they provide the utility with verification of low-income status, as determined by agencies that use income criteria. This proof may be a letter of eligibility from LIHEAP, Food Stamps, Commodity Program, Medicaid, SSD, SSI, Cash Assistance, and General Assistance, for example.

**62+**  
**and/or**  
**Disabled**

In addition, disabled persons may also qualify for the winter season credit if they are full-time residents and provide proof of disability determination to the utility. Disability determinations are made by the Social Security Administration (SSA),

and individuals are determined eligible for SSDI or SSI. It is that determination of record from the SSA that must be provided to the utility to seek the winter season credit.

### **1.12i Customer of the Month Awards**

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

**Small General Services**– MVP will credit \$50.00 toward two random customer accounts per month that have a good payment history in the previous twelve (12) months.

**Large General Services**– MVP will credit \$100.00 toward two random customer accounts per month that have a good payment history in 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.

### **1.12j Rebate Programs**

Bonneville Power Rebate programs are offered to qualified customers who install certain heating and cooling systems, appliances, and insulation in their existing homes. For the current rebates available and more information, please visit our website at <https://missionvalleypower.org/conservation-form/> or contact our Conservation Department at 406-883-7910.

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## **Section 2: BILLING**

### **2.1 Meter Readings**

#### **2.1a System meters**

MVP will bill system meters once a month according to the Cycles listed below in 2.2a. In the event that 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 plus the current month of the previous year of usage. **(See Appendix C for How to Read Your Bill)**

### **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 10<sup>th</sup> of each month and due the 5<sup>th</sup> of the following month.
- Cycle two (Irrigation): Billed the 15<sup>th</sup> of each month and due the 10<sup>th</sup> of the following month.
- Cycle three: Billed the 20<sup>th</sup> of each month and due the 15<sup>th</sup> of the following month.

If the bill is not paid in full by the due date, the customer will incur a late fee and will be sent a Friendly Reminder notice on the 5<sup>th</sup> day, requesting that all amounts owed be paid by the 7<sup>th</sup> working day following the date of the Friendly Reminder. If no payment is received by the Friendly Reminder due date, a Final Disconnect notice is sent on the second (2<sup>nd</sup>) working day following the Friendly Reminder due date, and an additional penalty fee is assessed. If full payment is not received or if documented payment arrangements are not made by the Final Disconnect notice due date, an additional penalty fee will be assessed when the disconnect report is run at that time. In the event there is more than one meter billed under the same account, one penalty fee will be charged. **(See Section 3.2 Disconnect Policies)**

## **2.2b Irrigation meter bills -**

Non-payment by the due date of amounts owing will result in a service charge. This is described in Section 1, under 1.5 Service Fees.

The irrigation customer will receive a monthly bill for energy usage. The monthly bill will be informational only during the irrigation season from April 15 to 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.

## **2.2c Power Factor Adjustment**

Power Factor (PF) is a measurement on how efficient power is used in a circuit as verified by a meter reading. A high power factor efficiency is ideally close to 1. This identifies high efficiency usage. A low power factor, below one, suggests wasted power and leads to system inefficiency. The PF adjustment is applied to irrigation loads, demand charge for Large General Services, and New Large Single Load. 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 the lagging power factor is less than 95%. This includes any load served by MVP, including irrigation.

## **2.2d 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 outlined in writing and approved by a Customer Service Representative. **(See Section 3: Discontinuance of Service)**

## **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 two (2) 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 and reimbursed by crediting their account up to a 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.

### **2.2f Customer and/or Contractor Billables**

There are instances where it is necessary to charge a customer or a contractor for work performed by MVP to rectify circumstances, including but not limited to damages caused by the customer or contractor. In these instances, the practice of billing the responsible party for actual costs will be done in accordance with the current billable procedure as authorized by the Utility Board and in effect on the date of discovery. A copy of the current Billable procedure for billing actual cost is available for review by customers and contractors at the MVP office, on request.

## **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 of energy.

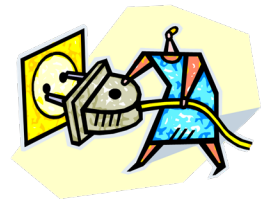
The discontinuance of service for any of these causes does not release the customer from the obligation to pay for services received or changes specified in the existing contract.

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 Small General Services**

After the due date of the final notice and before termination of service, MVP will make every reasonable attempt to notify the customer of a potential disconnect by telephone call to the last telephone number of record, advising them that the account is past due. Before the actual discontinuance of service, a Customer Service Representative (CSR) will evaluate any known special circumstances. *A penalty fee will be assessed to accounts that are not paid by the due date of the Friendly Reminder statement.*



In the event the service is disconnected for non-payment, a deposit or additional deposit equal to the past due amount may be required (**See Section 1.2 Deposits**). This will have to be paid in addition to a service fee and all amounts owed before the service is re-energized.

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.

An MVP customer can 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**

MVP will not conduct service disconnects during times of temperature extremes and will provide utility service-based temperature protections for the protection of health, life, limb, and property.

Winter disconnections from service will not occur during the months of November through March. This is in recognition of the potential property damage that can occur when temperatures fall to 32 degrees Fahrenheit or below.

### **3.2c Prepay Program**

Potential customers can choose to utilize this program instead of supplying the required deposit for reconnect.

Should the customer have continual payment issues, MVP has the discretion to require the customer to enter into this program. The following bulleted items will necessitate a customer to 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.

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 Large General Services**

After the due date of the final notice and prior to disconnection of service, MVP will attempt to notify the customer of a potential disconnect by telephone call to the last telephone number of record, advising them that the account is past due. *A penalty fee will be billed to the account, and the fee is charged when the disconnect report has been run.*

Accounts classified as Large General Services cannot be more than one (1) month past due. In the event the service is disconnected for non-payment, 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.

In the case of discontinuation for any other cause as described in Section 3.1, the cause shall be resolved to the satisfaction of MVP, applicable fines and outstanding balance must be paid in addition to a reconnection fee, (**see Section 1.9g**), 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% of the unpaid balance. 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. Mission Valley Power can no longer accept payments on debt or recall the debt. Customer will not be allowed to sign up for service until the debt is settled with Treasury.

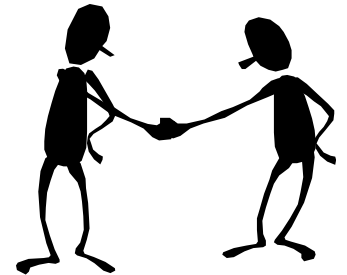
### **3.2f Transfer of Disconnected Services**

Electrical services cannot be transferred to a family member and/or members of the same household to avoid payment of services rendered. In the case of a deceased customer, any delinquent balance must be paid prior to the transfer of service. All amounts owing on the disconnected service shall be paid in full prior to services being reenergized. If the property owner has a past-due bill, no renters shall be allowed to start service at that location until the bill is paid.

### **3.3 Payment Agreements**

#### **3.3a Residential or Small General Services (CPS)**

Residential or Small General Services payment agreements are limited to four (4) 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 enter into another agreement. When a payment agreement is broken, the service will be discontinued without further notice on the day following the date of the agreement to pay. In the event an extreme hardship has been determined, an additional payment agreement may be granted.



#### **3.3b Large General Services (CP1 or CP2)**

Large General Services payment agreements are limited to two (2) per calendar year for the same customer to have the 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 ensure that the main breaker is in the off position. In the event a second trip is needed because the service shows a load that is too large for a safe connection, a service fee will be billed to the customer.

## **Section 4: ENGINEERING & OPERATIONS**

### **4.1 Line Extension and Aid-to-Construction**

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

Upon requesting a line extension, the applicant will pay a non-refundable application fee. Additional design fees will be collected for each change in design once the original design has commenced, or for larger projects. Engineering and/or design costs will be estimated during the design phase, following the creation of the work order, after the application fee has been received. These estimated costs are only for work that MVP may complete, and these costs are due before issuance of the work order, construction scheduling, and execution.

All line extensions are the property of MVP to own, operate, and maintain, regardless of the consumer's contribution to construction, except for the meter pole.

For all line extensions referenced in this section, a Service Line Agreement must be procured by MVP for line extensions on Tribal lands and Tribal trust land. The customer shall be responsible for all costs and/or fees associated with procuring a Service Line Agreement. For all line extension construction on Tribal land and Tribal trust land, MVP may grant access (where a Service Line Agreement has been executed) to the customer and/or their contractor/s for construction on Tribal land or Tribal trust land.

#### **4.1a Design and Planning New Line Extensions**

In consultation with the applicant, the MVP Staking Tech will do the 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 applicant will be provided with an estimated cost for the line extension based on the original design. The estimate is valid for **2 weeks (14 calendar days)**. The customer will pay all additional associated costs, including overhead, that exceed 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, except for applicable service line agreements procured from the Confederated Salish and Kootenai Tribes. The applicant will also provide a clear right-of-way to MVP specifications prior to

scheduling construction. The applicant will be responsible for the cost of furnishing the meter pole or furnishing the meter pedestal with a meter base meeting MVP specifications applicable to the type of service that is required.

If the customer or agent of the customer makes changes to the original design for any reason (i.e., field change), the customer is responsible for providing notification of these changes to MVP as soon as they become known. The customer is also responsible for the cost of these changes above the original design furnished by MVP, regardless of prior notification.

These responsibilities are further detailed in Section 5 and subject to billing practices as specified in Section 2.2f. Field changes not communicated to MVP before attempted construction will be billed to the customer at actual costs. See Section 2.2f for details regarding Billing Practices for actual costs.

#### **4.1c Line Extensions and Service Installations on Tribal Allotments, Tribal Leases, or Trust Lands**

A Right-of-Way Application and Service Line Agreement must be completed and obtained from the CSKT Tribal Lands Department, granting MVP Right-of-Way for all line extensions and service installations on an Allotment, Homesite/Commercial Lease, or Tribal Trust Lands. This application must be completed in coordination with the customer, MVP, and CSKT Tribal Lands Department.

Upon completion of the Right-Of-Way-Application and Service Line Agreement, MVP shall provide service line descriptions and appropriate staking sheets for the customer to return to CSKT Tribal Lands Department. CSKT Tribal Lands requires an administrative fee, to be paid to Tribal Lands to process an executed Service Line Agreement. Any associated fees will be passed to the customer in accordance with **Section 4.1**.

In addition, the customer is bound by the applicant's responsibilities outlined in **Section 4.1b**.

#### **4.1d 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 costs and fees. Such requests will be considered on a case-by-case basis and completed only at the discretion of MVP.

#### **4.1e 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 will be



considered idle and will be subject to removal at MVP's discretion.

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 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 to a new service application.

#### **4.1f 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 the line. The original party (parties) must have paid MVP more than \$3,500 for the initial line extension in order for this provision to apply.

Prior to the 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 the construction of additional line extensions.

#### **4.5 Motor Loads**

Both single and three-phase motor loads must satisfy the following criteria: (REA Bulletin 160-3 "Service to Induction Motors" and ANSI C84.1 "American National Standard for Electric Power Systems and Equipment-Voltage Ratings (60 Hertz)).

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

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.

All thirty (30) HP and larger motors shall be equipped with devices to reduce starting current. Devices will be evaluated and approved by the MVP engineering staff. Devices will be determined on a case-by-case basis and by frequency of motor starts, size, and character of load and distribution system strength in the area.

Equipment to convert single-phase voltage for use with three-phase loads (Add-a-Phase, Roto-Phase, etc.) shall be selected such that the single-phase full-load input amperage does not exceed an equivalent thirty (30) HP motor, even during start-up.

Customers shall be responsible for providing and maintaining protective equipment below MVP's service meter, such as fuses, circuit breakers, or overload relays in accordance with applicable codes. 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 and overload protection on each phase.

#### **4.6 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.

#### **4.7 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, the 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.

#### **4.8 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.

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## 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, 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 conveniently located to the lines of MVP 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 the Electrical Permits process, where appropriate. When applicable, the customer will obtain the right-of-way or easements applicable to a service request. 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 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 the 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 is not 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 on 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 a 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 that is the property of MVP. If such equipment is located behind locked gates, MVP will supply its own lock to be incorporated into the customer's locking system.

MVP, at its discretion, can request that the meter be moved to a more accessible location. Failure to comply with the request may result in the 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, a tamper fee shall be assessed, and an additional fee will be assessed for the second offense. For a third offense, services will be denied for 1 year, and an additional non-refundable fee will be assessed, in addition to all applicable fees and deposits required.

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

Any customer who has previously tampered with a meter 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 the actual cost.
2. When MVP responds to calls from the public outside our regular working hours, MVP will charge actual cost. 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 an immediate hazard to the power line, trees may 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 with MVP's safety standards to protect the crews and the public. Clean-up of hazard trees will be the property owner's responsibility.

When a customer requests to personally (or through a contractor) trim or remove trees on their property, Mission Valley Power will assess if they can de-energize, ground, and/or remove the line involved so the customer or the customer's contractor can remove the trees. MVP will reinstall and/or re-energize the line when the customer's work is clear of the line and it is safe to do so.

The customer will be responsible for maintaining all trees that are under a tree trimming agreement, which MVP has trimmed to 12 feet below the line and within the right-of-way of the power line to prevent a hazard. In the event the trees grow back into the 10-foot clearance area and Mission Valley Power has to trim or cut these trees, the customer will pay all associated costs as stated in the tree trimming agreement.

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## Section 6: CUSTOMER APPEALS PROCESS

The customer appeals process for individual customer complaints must be made in writing and 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. 11<sup>th</sup> 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)** a.k.a. Engineering/Design– funds provided paid to MVP by the applicant as estimated by the Engineering Department under terms of a line extension, contract, and/or service upgrade modifications.

**Actual Cost** - includes all labor, materials, and equipment associated with the charges incurred.

**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 that constitute a binding agreement between the customer and MVP for services provided.

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

**Customer Service** – the assistance and service provided to customers.

**Demand-** 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).

**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, conductors, or fixtures operated at distribution voltages, which are constructed along public roadways or other bona fide rights-of-way, including easements on customers’ property.

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

**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 including attempted theft of services and cut seals or rings.

**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.

**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 Factor** - is a measurement of how efficiently power is used in a circuit, as verified by a meter reading. A high power factor efficiency is ideally close to 1. This identifies high efficiency usage. A low power factor, below one, suggests wasted power and leads to system inefficiency.

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

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

**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.

## Appendix A

### Service Fees Summary (See Section 1.8 for details)

a.	Customer requests service call on the customer's side of the meter.	
	Hours 7:00 a.m. to 4:30 p.m.	Actual Cost
	Hours after 4:30 p.m. or weekends/holidays	Actual Cost
b.	Unauthorized Re-Selling Fine	\$500.00
c.	Connect or Transfer Fee	\$10.00
d.	Late Fee (prepay exempt)	5% of bill, minimum of \$10.00
e.	Penalty Fee (pre-pay exempt)	\$40.00
f.	Reconnect Fee – General Service Order	
	Same-day before 5:00 pm	\$60.00
	Same-day after 5:00 pm (see page 12)	\$150.00
g.	Service Fee – Non-payment:	
	Hours 7:00 a.m. to 5:15 p.m. (pre-pay exempt)	\$60.00
	Hours after 5:15 p.m. or weekends/holidays	\$150.00
h.	Reconnect Fee – Irrigation-Non-payment:	\$200.00
	<b>After Hours or weekends/holidays</b>	<b>Actual Cost &amp; Fees</b>
i.	Dishonored Payments	\$35.00
j.	Engineering Application Fee, Includes Net Metering (non-refundable)	\$200.00
k.	Meter Tampering Fee	
	First Offense	\$750.00
	Second Offense	\$1,000.00
	Third Offense	\$1,000.00
		& 1 Year Denial of Service
l.	Senior Citizen & Disabled Fee Waiver Program	\$45.00

## Appendix B



### MISSION VALLEY POWER

P.O. BOX 97, PABLO MT 59855-0097

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

[www.missionvalleypower.org](http://www.missionvalleypower.org)

## STANDARD RATE SCHEDULE AND CLASSES

Effective March 1, 2026

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.

### Billing Demand

Demand is classified as the highest amount of power used in a rolling 15-minute period. As an example, it is turning on lights, appliances, and heating all at once. This creates an immediate demand for power. The meter captures the reading at this moment in time and records the information. Billing cycles are 30 days; therefore, we capture the highest demand reading for the month and bill it out at the applicable rate classification.

### RESIDENTIAL

Basic Charge:	\$27.00/month <i>with or without meter</i>
Prepay Meter Basic Charge: Net	\$32.40/month
Meter Basic Charge:	\$32.00/month
Energy Charge:	
Tier 1 (0-1,000 kWh)	\$.0902/kWh
Tier 2 (1,001- 2,000 kWh)	\$.1007/kWh
Tier 3 (2,001+ kWh)	\$.1249/kWh
Demand Charge	\$0.80/kW

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 for three (3) 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 **has not exceeded 35 kW** for less than three (3) months out of twelve (12) consecutive months.

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

### **SMALL GENERAL SERVICES <25kW**

Basic Charge:	\$27.00/month <i>with or without meter</i>
Prepay Meter Basic Charge: Net	\$32.40/month
Meter Basic Charge:	\$32.00/month
Energy Charge:	\$0.1136/kWh
Demand Charge	\$1.00/kW

This classification is available for single or three-phase electric service. This class is limited to a maximum monthly metered demand of 25 kW (kilowatts). A *Service panel greater than 200 amps is classified as Large General Service* until the customer demonstrates usage for 10 months out of 12 consecutive months below 25kW

The maximum horsepower allowed is ten (10).

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.

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

## **GENERAL SERVICE**

Basic Charge: Single Phase Single Phase Net Meters Three Phase Three Phase Net Meters	\$50.00/month <i>with or without meter</i> \$55.00/month \$81.92/month <i>with or without meter</i> \$90.17/month
Demand Charge:	\$5.75/kW
Energy Charge:	\$0.0797/kWh
No Minimum Monthly Bill	N/A

This classification is available for existing single-phase or three-phase electric service with a demand over 25kW (kilowatts). As of October 1, 2011, all existing accounts will remain in this classification. All *new* loads (defined as loads entering the system after October 1, 2011) that are over 1,000 kW or 730,000 kWh per month will be in the New Large Single Load rate class. If more than one meter is required by the customer's installation, or for the customer's convenience, a separate billing for each meter is required. The term of contract for new services shall not be less than three (3) consecutive years.

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

### **Special Terms and Conditions**

#### **1. Discount**

- A. A five percent (5%) discount will be allowed and applied after the monthly bill has been computed:
- 1) If the customer takes delivery at the primary voltage of the distribution or transmission system and at a location where adequate and suitable facilities for such delivery are available,
  - 2) If the customer furnishes, installs, operates, and maintains the substation or substations with step-down transformers, protective equipment, and all other facilities (except metering

equipment) needed by the customer in distributing and utilizing the delivered power and energy.

## **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.

<b>Rate Class</b>	<b>Demand &amp; Usage</b>	<b>Cost</b>
<b>General Service (three phase)</b>	First 1000 kW: First 730,000 kWh: Basic Charge:	\$4.50/kW \$0.0797/kWh \$81.92/meter
<b>New Large Single Load</b>	Over 1000 kW: Over 730,000 kWh: Basic Charge:	\$4.10/kW \$0.06395/kWh \$45.00/meter

### **Determination**

An 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 an NLSL.

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

### **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 kWh 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 use.
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.

## **IRRIGATION**

Energy Charge:	\$0.0746 /kWh ***
Basic Charge/Month:	\$20.00
Demand Charge:	\$5.75/kW

\*\*\* Agricultural and Ranching irrigators (for the months of May through September) will receive an annual credit based on BPA's Irrigation Mitigation Product. This credit will be included on qualified customers' bills after BPA provides MVP with the final irrigation credit.

This classification is available to customers with single or three-phase services used exclusively for irrigation pump motors and/or electric drive systems. The term of contract for new services shall not be less than three (3) consecutive years.

### **Special Terms and Conditions**

1. Irrigation accounts disconnected for non-payment require full payment for any outstanding bills, the estimated energy charge for the coming season, and a \$200.00 connect fee prior to re-energizing the service.
2. If the power factor is below 95%, the customer will be billed for the power factor cost until such time as the power factor is corrected by the customer.

## **UNMETERED SERVICES USING KILOWATT HOURS**

(UNMETERED SERVICES THAT DO NOT FALL UNDER ONE OF THE EXISTING RATE SCHEDULES)

Basic Charge: \$27.00/month

This classification is available for services using kilowatt-hours without a meter registering actual usage. This rate class does not include Security/Area Lights or Street Lights (which are in a separate class as defined within the Rate Schedule). It does include services such as traffic lights, billboards, and telephone booths. Generally, no new services will be added to this rate schedule.

## **UNANTICIPATED NEW LARGE LOAD**

This rate class will apply to new customers larger than 5MW and current customers with a load that will increase by more than 5 MW during a 12-month period.

Rate: Specified by contract and determined using cost of service principles. The customer's load shape, size, timing, and special attributes, or any other factors, will determine the rate.

Customer may be required to pay up front for any facilities and certain services, such as line load studies, as required by Mission Valley Power's wholesale power and transmission providers.

The customer may be required to pay for two months' estimated service in advance. This is considered a deposit that will be refunded when the customer disconnects, and all bills are paid in full.

## **LIGHTS**

### **SECURITY/AREA LIGHT ON EXISTING POLE OR ON NEW POLE**

LED Light	\$15.43/month
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#### **INSTALLATION OF SECURITY/AREA LIGHT WITH NEW POLE:**

*As of January 1, 2011, 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.*

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. 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 fixtures, lamps, control relay, support bracket for mounting on the utility pole, special pole where specified, and energy for the operations thereof, are maintained by MVP for the monthly charge.

### **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 a Security/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.

### **STREET LIGHTING (UNMETERED)**

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

LED Light	\$9.55/month
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### **STREET LIGHTING (METERED)**

This classification is available for lighting public right-of-way and for customers desiring ten (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.

Basic Charge:	\$15.43/month
Energy Charge:	\$0.1136/kWh

**If you have any questions about any of these rates, please call a Mission Valley Power Customer Service Representative at (406) 883-7900 or (406) 675-7900.**

# Appendix C



Post Office Box 97  
Pablo, Montana 59855-0097

Billing/disconnect information call:  
Pablo - Main Office 833-7500 or 675-7500

Account Number	90000	
Statement Date	01/10/20XX	Due Date 02/05/20XX
<b>Billing Summary</b>		
Balance from Last Billing:	XXX.XX	
Payments	XXX.XX CR	
Balance Forward:	0.00	
Total Previous Balance:	XXX.XX	
<b>AMOUNT DUE</b>	<b>XXX.XX</b>	

Number Assigned by MVP when signing up for Service

Due Date of Current Bill

Any balance forward amounts listed above in the "Billing Summary" will receive add'l Service Fees and may be subject to immediate disconnect. The Due Date of this Bill does not apply to "Balance Forward" amounts still owing.

Area for MVP messages

Start and End dates you are being billed for

Meter	Type	From	To	Days	Prev Read	Pres Read	Usage	Mult
22-99999	KWH	Dec 16, 20XX	Jan 16, 20XX	31	17320	19966	2646	1
22-99999	KW	Dec 16, 20XX	Jan 16, 20XX	31	21.136	21.448	21.44	1

Total KWH used in a one month period

KW (Demand) - Highest used in a one month period

Number Assigned by MVP based on Geographic Area

Referred to as Pole Number using Township & Range

Physical Location of the Service

Type of Rate Class Assigned for Billing Purposes

Provides a Comparison of your Usage from the Same Time Last Year

Demand Usage (Highest amount of KW used in any 15 minute period during the month)

KWH Usage for Tier 1 (First 1000 kwh)

KWH Usage for Tier 2 (1001-2000 kwh)

KWH Usage for Tier 3 (2001 & over kwh)

Location: 7709999900  
Service Address: 18-99 999999  
Service Description: 101 Random Lane  
Rate Schedule: 010  
This Month Last Year Usage 2346 Days Served 31

Detail of Charges:  
Basic Charge  
1000 KWH @ 0.X Current Rate  
1000 KWH @ 0.X Current Rate  
646 KWH @ 0.X Current Rate  
21.448 KW Dmd @ 0.A Current Rate

XX.XX  
XX.XX  
XX.XX  
XX.XX  
X.XX

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

Account Number	90000
Statement Date	01/10/20XX
Amount Due By	02/05/20XX
Message Varies by Account	

Cycle 03

**Mission Valley Power**  
PO Box 97  
Pablo, MT 59855-0097

Messages here for Budget Billing, ACH & Credit Balances

PLEASE INDICATE CHANGE OF ADDRESS/ PHONE NUMBER HERE.

MAILING ADDRESS		
QTY	STATE	ZIP
LOCATION PHONE NUMBER		OTHER PHONE NUMBER
{ }	{ }	{ }
EMAIL ADDRESS		