

## **SERVICE POLICIES – GENERAL (Adopted by Res. No. 2014-3)**

### **1. Rate Adjustment, Revision of Rule and Regulations (Customer Policies)**

- 1.1** MW&L reserves the right to change any or all of its rate schedules, or rules and regulations (referred to herein also as “Customer Policies” or “Requirements and Guidelines” or standards, or otherwise), as it deems necessary.
- 1.2** Where applicable, these Customer Policies cancel and supersede all previous Customer Policies issued by MW&L governing its utility service.
- 1.3** Except as otherwise specifically provided, these Customer Policies apply to all utility services provided by MW&L.

### **2. Conflict & legislative construction**

- 2.1** In case of conflict between any provisions of any rate schedule and Customer Policies, the rate schedule shall apply. In case of a conflict between any provision of rules and regulations with another provision, the more specific will control the more general.
- 2.2** The use of such words as “shall, should, may,” etc., indicate the status of the Policy or Procedure. “Shall,” for example, is a requirement. “Should” is recommended. “May” is at the discretion of MW&L.

### **3. Conditions of Service**

- 3.1** Rate schedules are applied according to customer classifications. Customers are subject to, and required to comply with the utility-specific rules and regulations (whether termed a policy, procedure, standard, requirement or otherwise) for each service received from MW&L.
- 3.2** The customer is responsible to furnish, own, and maintain all materials and facilities required to distribute services beyond the point of delivery to points of use on the property. MW&L owned facilities located beyond the point of delivery shall be maintained by MW&L.
- 3.3** The customer will secure the necessary permits for customer owned facilities from the governmental agency having jurisdiction thereof and pay the costs of installing and maintaining utility materials and equipment necessary to accept MW&L services. The customer shall comply with all codes and regulatory requirements, including but not limited to, the National Electric Code (NEC) and the National Electric Safety Code (NESC). The customer shall not have any conditions on the property or structure that cause MW&L to be out of compliance with applicable safety standards or policies.
- 3.4** MW&L shall not be responsible for loss or damage to life or property resulting from non-MW&L owned installed or maintained facilities on, adjacent to, or connected to MW&L's facilities, and the customer shall assume all liability therefore.
- 3.5** Customer or applicant must pay all monies due by them to MW&L prior to service connection. MW&L reserves the right to deny new service until all monies owed are paid in full. MW&L reserves the right to terminate any service if evidence is discovered that the customer owed a debt to MW&L that was not resolved at the time of service connection.

- 3.6** MW&L does not provide utility service in the absence of a billing responsibility. In the event of a deceased customer, responsibility for billing must be assumed by the estate, an individual, or a personal representative.
- 3.7** If a metered service shows no usage for 730 consecutive days, MW&L may remove the meter, service and related equipment.
- 3.8** Service outside McMinnville's city limits is subject to the conditions set forth in **Resolution No. 2006-12**.

**4. Application for Service (Updated by Resolution 2020-4, Effective Feb. 20, 2020)**

**4.1** The "application for service" is a request for service only and does not, in itself, constitute a contract until MW&L actually delivers or is ready to deliver utility service to the customer.

4.1.1 Applications for service shall be made a minimum of one business day in advance of desired connection date. Acceptance of service shall be subject to compliance with all of MW&L's Customer Policies (rules and regulations) as well as applicable codes and inspection criteria.

4.1.2 An application for service must include all required information and be submitted in a form acceptable to MW&L under the particular circumstances.

4.1.3 MW&L recommends that persons who desire service from MW&L for the first time are to personally make application for such service at the office. If customer is unable to personally apply for service at the office, the necessary information can be sent via fax, email, or postal mail. If applicant has an outstanding bill, applicant will not be able to receive new service until the outstanding bill is paid or an arrangement acceptable to MW&L is made. Requests from persons other than the applicant will not be accepted unless a notarized letter of authorization or notarized power of attorney, signed by the applicant, in a form acceptable to MW&L, is on file with MW&L. In the absence of an approved application, pre-existing services at a property may be disconnected.

**4.2** Third Party Provision. Customers may designate a third party to receive bills and notices set forth in these rules. When MW&L receives such a designation of a billing representative, it will send the bills and any notices to the representative consistent with the Customer Policies.

**4.3** Service Declination

4.3.1 MW&L may decline to provide service if applicant-customer is not in compliance with MW&L's rules and regulations.

4.3.2 In the event service is refused, MW&L will first notify the customer or applicant of the reasons for the refusal of service, and give the customer or applicant an opportunity to respond.

**4.4** Release of Information Concerning Customers

MW&L protects the confidentiality of customers by releasing personal account information only to the customers whose names are on the account. Exceptions to this must be approved by the general manager. MW&L will comply with court orders, and local, state, and federal law enforcement as required by law, and will comply with Oregon law regarding public records.

**4.5 Individual applicants** for utility service shall provide MW&L with the following minimum information at the time each account is opened (See MW&L's Identity Theft Prevention Program):

4.5.1 Full Legal name of applicant

4.5.2 Service address as assigned by the city/county and also most recent previous address

4.5.3 Mailing address

4.5.4 Date applicant(s) wants service to begin

4.5.5 The following for each applicant:

4.5.5.1 Social Security numbers; and

At the time of collection of an SSN, MW&L will disclose to the customer that: 1) the SSN is provided **voluntarily**; 2) collection is made by authority of the MW&L Commission rules for customer service; 3) failure to provide the SSN to MW&L may result in denial of service, or requirement for a reasonable security deposit; and 4) that the SSN will be used to evaluate credit, prevent identity theft, and for use in collection of delinquent payments.

4.5.5.2 Valid Identification (one or more of the following):

4.5.5.2.1 Photo bearing, State issued ID; or

4.5.5.2.2 Passport; or

4.5.5.2.3 Alien ID Number and country of issuance; or

4.5.5.2.4 Other government-issued document evidencing nationality or residence

4.5.6 DOB

4.5.7 Employment information

4.5.8 Phone number(s)

4.5.9 Other information as MW&L may require for the applicable service

4.5.10 Rental/Lease Agreement, when customer is renter at service address

4.5.11 Proof of ownership, as applicable (deed, property tax invoice, etc.)

4.5.12 Proof of agency or other legal authority (where applicant is acting on behalf of owner)

**4.6 Business entity** applicants for utility service shall provide MW&L with the following minimum information at the time each account is opened:

4.6.1 Legal name of business customer - entity:

As applicable, full name of registered entity, proprietor and assumed or trade name of business entity

4.6.2 Service address as assigned by the city/county and also most recent previous address

4.6.3 Mailing address

4.6.4 Date applicant wants service to begin

4.6.5 Federal Tax ID No. and date of incorporation, or date of entity registration with the state of Oregon.

4.6.6 Phone numbers

4.6.7 Contact name, address and phone number of responsible party

4.6.8 Name of authorized persons to obtain account information

4.6.9 Other information as MW&L may require for the applicable service

4.6.10 Proof of ownership or other real property interest (i.e., deed, memorandum of lease, tax statement)

**4.7 Credit Evaluation.** Upon application for service, MW&L shall conduct a credit evaluation of the applicant. Based upon this evaluation, a security deposit may be required. Where MW&L denies service or requires a deposit, MW&L will first give applicant an explanation and allow applicant to respond to the proposed decision.

**4.8 Joint Liability.** Where two or more persons (or entities) join in one written or oral application or contract for utility service, such persons (and entities) shall be jointly and severally liable and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill (account holder). Whether or not the utility received a joint application, where two or more adults are living in the same residence, they shall be jointly and severally liable for the bill for utility service supplied.

## **5. Security Deposit**

### **5.1 Residential Customer**

5.1.1 MW&L may require a security deposit when there is concern for financial risk on a new or existing account. The security deposit requirements may be satisfied with either a monetary deposit or a Guarantor Agreement acceptable to MW&L.

5.1.2 Only individuals are able to serve as Guarantors for MW&L service accounts. The amount of the deposit is calculated to be twice the highest historical bill for each billable service at the applicant or customer's service address.

5.1.3 After one year of service, and establishment of favorable credit, the security deposit may be applied, at MW&L's discretion, to any monies owing MW&L by the same customer, or transferred to another account of the same customer.

5.1.4 Security deposits accrue no interest.

5.1.5 The customer may request a review of the need for security. MW&L maintains credit histories on its customer accounts.

## **5.2 General Service Customer**

5.2.1 MW&L may require a security deposit when there is concern for financial risk on a new or existing account.

5.2.2 Security deposits accrue no interest.

5.2.3 Should a deposit be required at any time, it will be calculated at twice the highest, historical bill for each utility service at the service location. The deposit shall be held for a minimum of one year or termination of the account.

5.2.4 After one year of service, and establishment of favorable credit, the security deposit may be applied, at MW&L's discretion, to any monies owing MW&L by the same customer or transferred to another account of the same customer. Upon termination of the account the security deposit may be applied, at MW&L's discretion, to any monies owing MW&L by the same customer or transferred to another account of the same customer.

5.2.5 The security deposit requirements may be satisfied with the following alternatives:

5.2.5.1 A surety bond from an acceptable surety licensed to do business in Oregon; or

5.2.5.2 An irrevocable, stand-by Letter of Credit from a financial institution acceptable to MW&L; or

5.2.5.3 A Guarantor with acceptable creditworthiness (capable of customer status without a security deposit).

5.2.6 It is the customer's responsibility to obtain a one-year surety bond or the irrevocable, stand-by Letter of Credit for one year, or a Guarantor.

5.2.7 The customer may request MW&L to review the need for security. MW&L maintains credit histories on its customer accounts.

## **5.3 Bankruptcy**

Customers who file for bankruptcy will be subject to the bankruptcy law in effect at the time of their filing. Customers filing for bankruptcy will be required to provide adequate security acceptable to MW&L and in accordance with MW&L's deposit procedures, to continue service with MW&L.

## **6. Medical (Service) Exemptions**

**6.1** MW&L will require a customer registering a health jeopardy exemption to fill out a Medical Notification Form (hereinafter referred to as Medical Form). Medical Forms are available at MW&L office. In the event that MW&L receives oral notification of a health jeopardy, the notice must be confirmed in writing within 14 days by the filing of a Medical Form. A Medical Form must be filled out by a physician who will confirm the condition of the customer.

6.1.1 The physician must include the following:

6.1.1.1 The name of the person to whom the Medical Form applies and the relationship to the customer

6.1.1.2 A description of the health condition

6.1.1.3 An explanation of how the health of the person will be significantly endangered by the termination of service

6.1.1.4 A statement of how long the health condition is expected to last

6.1.1.5 A statement specifying the particular type of utility service required

6.1.1.6 The date and signature of the physician prescribing medical care

6.1.2 A Medical Form shall be valid only for the length of time the health endangerment is certified to exist, but for no longer than 6 months, without renewal. At least 15 days

before the expiration date of the certificate, the customer will be given written notice of the date the certificate will expire unless a renewed certificate is delivered to MW&L.

- 6.2** A customer with a Medical Exemption is not excused from paying for utility service. Customers are required to enter into a Time Payment Agreement with MW&L where an overdue balance exists. The terms of that Time Payment Agreement shall be in accordance with these rules or as the parties otherwise agree. Where financial hardship can be shown, a customer with a Medical Form will be permitted to renegotiate the terms of a Time Payment Agreement with MW&L.

## **7. Landlord Interim Agreement**

When an owner signs a MW&L "Landlord Interim Service Agreement", he/she agrees to pay for the service between the times a tenant requests termination of service and the time a new tenant requests the beginning of service. If the new tenant does not arrange promptly for the service in their name, the owner is billed until the tenant does request service.

The Landlord Interim Agreement saves the owner the inconvenience of ordering the service in their name for cleaning and showing the property. It also saves the owner the Customer Processing Charge. Cancellation of this agreement must be in writing. The signed and dated cancellation portion of the agreement will be kept on file at the MW&L business office.

## **8. Temporary Service**

Temporary service refers to utility service for short-term or transient-type installations, such as short-term commercial activities, and on-site service during construction operations. Short-term temporary service is limited to twelve (12) months' use from date of connection and may be disconnected unless agreed upon with MW&L in writing. (See applicable rate schedule for additional information)

## **9. Resale of Utility Services**

**9.1** Customer's rate schedules cover the sale of utility services for the sole and exclusive use of the customer. The customer shall not resell utility services supplied by MW&L.

**9.2** Redistribution of utility charges by the customer for shared-meter services is permitted only for the purpose of allocating the actual cost of service to individual tenant-occupants. Such allocations shall be based solely on an equitable distribution of actual utility billings for services provided by MW&L through the shared-meter. In no case shall the sum of the MW&L charges redistributed by any MW&L customer to others be greater than the actual charges billed by MW&L in any given billing period, without MW&L's written consent.

## **10. Damage**

Owner/Customer is responsible to reimburse MW&L for all costs to repair or replace MW&L property and/or facilities to their original condition if damaged by owner/customer or non-MW&L persons working under authority of owner/customer. In the event that any of MW&L's property and/or facilities is required to be altered or moved because of a change in configuration or usage of the owner's property, the property owner as determined by Yamhill County records, shall be responsible for the full cost of the alteration or relocation of MW&L facilities.

## **11. No Waiver**

MW&L may exercise any or all of the options available listed in these Customer Policies or any other applicable law whenever and as often as any violation or default may occur. Any delay on the part of MW&L in exercising such option, or omission of any action permitted under such option, at any time, shall not be deemed a waiver of MW&L's rights.

## **12. Tree Trimming**

**12.1** MW&L will trim trees, overhanging branches, hedges, shrubs or other obstructions which interfere with the operation, maintenance and safety of MW&L's equipment. Tree trimming will not be performed for personal or cosmetic reasons. Trimming performed by MW&L may be cleaned up by our crews. Clean-up of fallen trees caused by windstorms and other natural causes is the responsibility of the customer after MW&L has removed the branches from the power lines.

**12.2** MW&L and its contractors shall be granted all necessary rights-of-way and rights-of-access to perform clearing and trimming of trees, shrubs, or other vegetation it deems prudent to maintain proper clearances and accessibility for the maintenance and operation of all utility services.

## **13. Right of Way**

**13.1** McMinnville Water & Light shall be granted, at no cost, all rights-of-way, rights-of-access, and easements necessary to serve MW&L customers for the installation, maintenance, repair, replacement, removal or use of any or all equipment or materials used to supply and deliver electricity and water to MW&L customers.

**13.2** When access to any of MW&L's facilities is impaired by the customer's behavior, animals, trees, shrubs, changes of grade, fences, or other obstructions, and the customer will not take or permit corrective measures to be taken, MW&L will relocate the facilities and the customer shall reimburse MW&L for costs incurred.

## **14. Interruptions, Curtailments, Fluctuations, Shortages, and Outages**

MW&L endeavors to supply reliable utility services. However, it is inherent that there will be times of failure, interruption, suspension, curtailment or fluctuation. MW&L cannot and will not guarantee constant or uninterrupted delivery of utility services. MW&L shall have no liability to its customers or any other persons for any interruption, suspension, curtailment or fluctuation in utility services, or for any loss or damages resulting from, but not limited to, the following:

**14.1** Causes beyond MW&L's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of MW&L or of third parties, acts of God, strikes or other labor disputes, civil, military or governmental authority, electrical disturbances originating on or transmitted through electrical systems with which MW&L's system is interconnected, and acts or omissions of third parties.

**14.2** Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service (which in MW&L's judgment, is necessary) to permit repairs or changes to be made in MW&L's generating, source of supply, transmission or distribution facilities, or to eliminate the possibility of damage to MW&L's property or to the persons or property of others. Whenever MW&L schedules maintenance in advance which will require customers to be without utility service for more than one hour, MW&L will notify customers as follows:

**14.2.1** At MW&L's discretion, customers may be contacted in person, by phone, or by written notice, either mailed or left at the location scheduled for temporary interruption.

**14.2.2** The oral or written notice will include the following:

**14.2.2.1** Reason for interruption

**14.2.2.2** Date and approximated time interruption will begin

**14.2.2.3** Expected duration of interruption



14.3.3. Whenever possible, customers expected to be without service beyond one hour will be notified at least one day in advance.

**14.3** Automatic or manual actions taken by MW&L (which in its sole judgment are necessary or prudent) to protect the performance, integrity, reliability or stability of MW&L's systems or any system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in MW&L's systems, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, switches, valves and pumps.

**14.4** Action taken by MW&L with respect to any plan or course of action to conserve utilities at times of anticipated deficiency of resources, including, but not limited to, non-voluntary curtailment or suspension of utility services. MW&L has adopted a Water Management and Conservation Plan that details voluntary and non-voluntary actions to be taken in the event of a water shortage.

## **15. Metering Service**

**15.1** Utility service supplied by MW&L at more than one location shall be metered and separately billed for each location.

**15.2** A record will be kept by MW&L of all meter readings (according to the applicable records retention requirements). These records shall be accepted and received at all times and places, and in courts, as prima facie evidence of the use of utility services by the customer. The records shall be the basis on which all bills are calculated, except for those customers having un-metered service.

**15.3** Under certain circumstances, un-metered utility service may be provided at the option of MW&L. Specific conditions shall determine availability of un-metered service. (See Electric and Water Rate Schedules L-UNMT-1 and W-3.)

**15.4** MW&L shall own, install and maintain all necessary meters for measuring the amount of utility services used by the customer. Where a master meter is used, MW&L shall not furnish or read auxiliary or sub-meters used for the customer's convenience, except under special contracts.

**15.5** For a customer-requested meter change, the customer shall pay the actual cost.

**15.6** For rate schedule purposes, all meters serving the customer's premises will be considered separately and the readings not combined, except where MW&L deems necessary to install two or more meters to serve the customer's premises. Common-use facilities associated with individually metered multi-family structures with more than four living units will be served on the General Service Non-Demand Rate Schedule and must be in the name of the owner.

**15.7** MW&L customers may request a meter test for the meter supplying water and/or electricity to their premises. A written request for the meter to be tested must be received prior to the test. MW&L tests meters pursuant to standards for accuracy set forth by the American Water Works Association (AWWA) for water, and American National Standards Institute (ANSI) for electricity. If a meter is inaccurate the customer's billing shall be adjusted pursuant to these Customer Policies. A Meter Testing Charge will be assessed consistent with these Customer Policies.

15.7.1 The test may be conducted between the hours of 8:00 a.m.-4:30 p.m., Monday



through Friday.

- 15.7.2 A report showing the name of the customer, the date of the request, the address where the meter has been installed, the number of the meter, the date tested, and the result of the test shall be supplied to the customer within a reasonable time after completion of the test.