



## Modesto Irrigation District Power Up Pilot Program Terms and Conditions

Modesto Irrigation District (MID) offers a pilot program for pre-paid electric service to residential accounts (Power Up), on the following terms and conditions. By enrolling in the program, customer agrees to such terms and conditions and understands that MID reserves the right to make adjustments as needed.

### 1. Compliance with Tariffs and Rules:

In addition to the terms and conditions set forth herein, all terms and conditions of the MID Electric Rate Schedule for Power Up Pilot Program (Rate Schedule) and the MID Electric Service Rules and Regulations (Rules) which are available online at mid.org, shall apply to service provided under Power Up, except to the extent expressly set forth otherwise in these terms and conditions. In case of conflict between these terms and conditions and the Rate Schedule or Rules, these terms and conditions shall prevail.

### 2. Availability:

- a. Power Up is a voluntary residential payment option limited to 4,000 participants residing within MID's electric service boundary as described in Public Utility Code (PUC) Section 9610(a) (1). Participation in Power Up is subject to eligibility. Eligibility shall be determined at MID's sole discretion based on MID's system and operational requirements.
- b. Customers are not eligible to participate if any of the following apply:
  - i. Customers whose electric service is not connected to a properly operating MID Smart Meter with reliable communications with MID's customer information system.
  - ii. Customers who fail to maintain regular access to their account through internet, phone or email.
  - iii. Customers who participate in any net energy metering or feed-in tariff offered by MID.
  - iv. Customers participating in any Medical Life Support program offered by MID or where any member of the household is dependent on life support devices.
  - v. Customers who reside within MID's electric service boundary outside the area set forth in (a) above, including the cities of Escalon, Oakdale, Ripon, Riverbank, and Mountain House.
  - vi. Customers participating in Shave the Energy Peak (STEP) or Dusk-to-Dawn Lighting programs offered by MID.
  - vii. Customers who are part of a master meter account.
  - viii. Customers having a heavy duty meter (400 amp, type CL 320) on premise.



- c. Customers shall promptly notify MID of any event that would render the customer ineligible to participate in Power Up.

### 3. Payment:

- a. Customer shall establish an online Power Up account at [mid.org/powerup](http://mid.org/powerup). Customer agrees to provide true, accurate, current, and complete information for such account. If customer provides any information that is untrue, inaccurate, not current, or incomplete, MID reserves the right to suspend or terminate customer's participation in Power Up.
- b. Customer must establish a minimum initial balance in the Power Up account of \$50.00. Account balances, usage and payments may be accessed online at [mid.org/powerup](http://mid.org/powerup).
- c. Customer's account must maintain a positive balance of at least \$10.00 at all times.
- d. Acceptable forms of payment are cash, debit or credit cards. Checks and money orders are not accepted.
- e. Payments can be made 24 hours a day via debit or credit card through [mid.org/powerup](http://mid.org/powerup) or by calling (209) 408-1554. Cash payments can be made at MID kiosks, MoneyGram or PayNearMe locations during normal business hours.
- f. Existing MID customers with account balances can either pay such debt in full at the time the customer's Power Up account is established or sign up for the debt management program pursuant to which 15% of each payment made on customer's Power Up account will be applied towards the outstanding balance until the existing debt is eliminated.
- g. MID will make every effort to ensure that customers payments are processed in a timely manner and that customers receive their purchased electricity within a reasonable time. However, MID does not guarantee in any way that electric service will be completely error free or uninterrupted.
- h. Power Up accounts do not receive paper statements. Daily Power Up account history (usage, charges and payments) will be available by phone or online at [mid.org/powerup](http://mid.org/powerup).
- i. Power Up accounts are not eligible for payment arrangements and are not subject to deposits, late fees, disconnect or reconnect fees.

### 4. Notifications:

- a. Customers enrolled in Power Up shall provide at least one form of electronic communication and authorize MID to send account information and notifications to customers using such forms of communication, at customer's expense. Customers shall promptly update their online Power Up account with any changes

in these forms of communications. MID shall rely on the customer's current online account information to provide notices and other information.

- b. Each customer shall be fully responsible for timely account payments to keep electric service active even if the electronic notifications are not received. Customers understand that if their Power Up account balance falls below \$10.00, whether or not a customer actually receives notice of the low or below \$10.00 balance, MID may automatically disconnect the customer's Power Up account and electric service.

5. Disconnection and Reconnection:

- a. Electric service may be disconnected on the day that the customer's account balance reduces to or below \$10.00. A customer whose account reaches such \$10.00 balance will be sent an electronic notice of the disconnection and a minimum payment of \$10.00 will be required to maintain service.
- b. Automatic disconnect/reconnect will be determined by positive credit balance amount of \$10.00 or more.
- c. Customer understands and acknowledges that disconnect and other notices provided under Power Up may not meet the timing or delivery requirements otherwise required, and customer waives any and all rights, claims or complaints it may have against MID for lack of notice.
- d. MID cannot guarantee that a payment will be posted to customer's Power Up account in time to avoid disconnection due to the time delay between the customer making the payment and the Power Up account receiving notification of the payment.
- e. Customers acknowledge and agree that Power Up is a pilot program, which means the required minimum payment does not guarantee immediately restored electric services, however, MID expects the Power Up customer's power to be restored in no more than four hours.
- f. MID reserves the right to suspend disconnection activities without further notice or responsibility for any costs, and customer shall be responsible for all electric service charges incurred in excess of the prepaid amounts.

6. Termination:

- a. Customers may terminate participation in Power Up at any time. You may elect to convert your account to post-paid service, although you will be required to pay all account balances and will be subject to required deposits and any fees prior to re-establishing post-paid service.
- b. MID reserves the right to terminate Power Up at any time and/or to terminate service to a customer pursuant to Power Up.

- c. Customers that MID determines to have been involved in tampering with MID's meter or other facilities, or in any unauthorized diversion of electricity, may be terminated and permanently excluded from participation in Power Up or other pilot programs initiated by MID.
- d. Any Power Up account that has been disconnected more than 30 days will be terminated from the program.

7. Security and Privacy:

- a. If customer believes there has been any breach of data security such as disclosure, theft or unauthorized use of customer's personal information or banking details, customer shall notify customer's financial institution(s). If customer has any questions regarding the validity of notices or any message about customer's Power Up account, customer should contact Power Up customer service at (209) 408-1554.
- b. Customer data is subject to MID's Privacy Policy, a copy of which is available upon request to MID or online at mid.org.

8. Disclaimer of Warranties:

Customer expressly understands and agrees by signing this agreement and participating in Power Up that:

- a. MID disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, as well as any warranty of quality, functionality, accuracy, currency, completeness, reliability, operability, use or performance related to Power Up. Customer knowingly and voluntarily assumes all responsibility and risk of loss resulting from participation in Power Up.
- b. MID makes no warranty or guarantee that Power Up will meet customer's requirements or expectations, the results of participation will be accurate or reliable, participation will result in savings to customer (or any particular customer), that all customers will experience similar results from participation, or that no damage will result to customer or customer's household from any disconnection or reconnection of electric service.
- c. MID makes no warranty or guarantees that it will continue Power Up or any similar program or that alternative service will be immediately or otherwise available to customer if the program is terminated.
- d. No advice or information received by customer from MID regarding Power Up or its applicability or operation shall create any warranty or guarantee not explicitly stated in these Terms and Conditions.

9. Indemnity:



Customer agrees to indemnify and hold MID and its directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of the content customer submits, posts, transmits, or makes available through Power Up, customer's use, connection or disconnection of electric service under the program, customer's violation of these terms and conditions, and customer's violation of any rights of another.

10. General Information:

- a. If any part of these terms and conditions is not enforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.
- b. MID may supplement these terms and conditions at any time. MID will notify customers when any changes have been made to Power Up.

By participating in Power Up, the customer agrees to abide by the terms and conditions herein and any policies, tariffs and Rules governing Power Up and MID electric service.