



CUSTOMER RELATIONS POLICIES

CUSTOMER RELATIONS POLICIES

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1. GENERAL POLICIES

1.1 *Customer Defined*

1. Nashville Electric Service is obligated to provide service to applicants who have no prior delinquency with NES, and who provide satisfactory proof of identity.
2. When a consumer's electric service has been terminated, and the consumer presently owes a delinquent account to the utility, service will not be restored to the consumer until his or her delinquent account is paid in full, or satisfactory payment arrangements are made.
3. Service will not be provided to any applicant at a premise where a presently delinquent customer is still occupying said premise until the delinquent account is paid in full, or satisfactory payment arrangements are made.
4. Both parties in a marriage are responsible for payment of an electric bill at a residence they share. However, one spouse cannot be held liable for a past debt at a location inhabited by the other spouse prior to the marriage; if requested, service may be provided in the name of the new spouse, subject to the usual credit criteria. Collection of the former debt should commence immediately.
5. Any final unpaid bill of the customer accrued at a former address may be added to any bill of the same customer at any other address.
6. In case of the death of a customer, the service will be removed from that person's name as quickly as possible, up to a maximum of thirty days from notification. During probate, the account/s may be billed to the estate of the customer, provided that the executor or personal representative submits legal documentation that includes the case number and identifies the executor. The executor must pass an identity check. A deposit will be required. The account must be closed within thirty days following the settlement of the estate. In the case of a surviving spouse, the change of name will be arranged without charge, and no identity check is required.

1.2 *Deposits*

1. A deposit is defined as an amount of money held against a future final bill, which shall not exceed twice the highest monthly bill for the rate class.
2. Deposits held on residential and supplemental residential accounts will be refunded or applied after twelve months of satisfactory payment history, or when the account is closed, whichever comes first.
3. Deposits held on commercial accounts will be refunded or applied after thirty-six months, provided the payment history is satisfactory, or when the account is closed, whichever comes first.
4. Interest will be paid on all deposits held by NES if the deposit is held one (1) year. All deposits will accrue simple interest on the principal at a rate determined on the first working day of each year. The rate will be equivalent to the one (1) year Treasury Bill

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(published by the Federal Reserve at www.federalreserve.gov) minus 175 basis points rounded off to the nearest half percent. In the event of a negative interest rate calculation, the minimum interest rate will be 0.5 percent. The interest will be credited to the customer's account. The deposit balance including credited interest is subject to review by the customer and NES.

1.3 Issuance of Bills

1. Bills will be rendered monthly, at intervals between 28 and 34 days, unless unusual circumstances preclude that action.
2. Bills will clearly show the billed amount, including late fees and additional charges, if any. The bill will also include information about the date the bill payment is expected.
3. Bills will be sent to the service address, or any other address so designated by the customer.
4. Non-receipt of a bill is not an acceptable reason for not paying the bill.
5. Residential customers will receive a net payment period of not less than 15 days; for other classes of service, not less than 10 days after the date of the bill.
6. The customer is responsible for all electric consumption at his/her premise. If it is found that the service has not been billed properly, NES will back-bill for electricity consumed up to the limitations set forth in applicable Tennessee law.

1.4 Estimated Bills

Under conditions such as, but not limited to the following, NES may estimate bills. The bill will clearly state that the reading was estimated. Such estimated bills will be based upon anticipated usage in accordance with industry accepted estimation practices.

1. If agents of NES are unable to obtain access to the customer's meter during regular working hours, the bill may be estimated;
2. If a meter fails to register, or if for any other reason consumption cannot be determined; NES will render a bill to the customer based on the best information available.

1.5 Credit Classifications

1. Satisfactory or unsatisfactory credit classes will be assigned to each account based on the results of prior history or a credit check upon the establishment of service, or 2) their payment habits while customers of NES.
2. Satisfactory credit is defined as having no more than two (2) disconnect notices, no disconnections for non-payment, and no more than one (1) returned check within the previous twelve (12) month period.

1.6 Late Charges

1. A late fee will be assessed after the net payment period. The late penalty will not exceed 5% of the current month's charges.

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2. The late fee is automatically reversed for payments received through the mail within two (2) business days of the due date and within five (5) business days when made at a paying agent, kiosk or electronically.
3. Upon customer request, or for extenuating circumstances, Service Advisors may reverse up to (2) late charges in one (1) calendar year. Requests to reverse more than two (2) per calendar year will require supervisory approval.

1.7 Delinquent Notice

1. If a bill remains unpaid as of the issuance of the next bill, a disconnect notice will be included on the new bill. The notice will indicate the amount which is overdue, the date the bill must be paid, and the consequences of failure to pay. The notice includes the contact information for any billing inquiries or disputes.
2. No customer's service will be interrupted for non-payment unless adequate notice has been sent and the allotted time has expired.
3. If a customer receives a disconnect notice, and fails to pay his/her bill by the expiration of that notice, the service may be interrupted for the stated amount any time after the expiration of the notice. If another bill is rendered before the customer has paid the amount covered by the original disconnect notice, service may be disconnected for the original amount, even if the new bill contains a new disconnect notice.
4. NES complies with T.C.A. 65-32-104 regarding personal notification.

1.8 Arrangements for Partial Payments/Credit Extensions

1. Customers may have 30 day past due bills extended until the net due date of the current bill.
2. Once a payment arrangement is broken, the account is subject to immediate disconnection.
3. Partial payments which are less than any credit extension agreement, or which do not pay the account arrearage in full by the pre-arranged due date, will subject the account to an interruption of service.
4. Payment of all overdue amounts or satisfactory payment arrangements must be made before service will be provided at a different address.

1.9 Disconnection of Service

1. Service may be cut off to any premise to which a valid notice has been sent and has expired.
2. No residential disconnection of service for nonpayment will take place:
 - a. When the heat index is predicted to exceed 102 degrees.
 - b. When the actual high temperature for a day is projected to be below 32 degrees Fahrenheit.

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- c. The forecast for Nashville, TN 37217 (www.noaa.gov) will be used when making the determination to suspend residential disconnections due to weather.
3. If service is disconnected for nonpayment prior to the temperatures reaching the thresholds set in 1.9.1, reconnection will not be made.
4. Credit extensions may be made in accordance with the rights articulated in Section 1.8. Following the expiration of the credit extension, further arrangements may be denied, and service may be interrupted.
5. NES will not be liable for damages resulting from discontinuing service at any time after the delinquent date.
6. Accounts coded "Critical Referral" will be routed to the Customer Relations Manager for special handling when disconnection is imminent. Limiters may be used to provide sufficient power to run the life-sustaining equipment for up to 30 days, after which service is subject to disconnection. Refer to Customer Relations Policy 4.2 for further information regarding the Critical Referral program.
7. Meter Services will disconnect customers' power at the pole when disconnection cannot be performed at the meter base. Such disconnections for non-payment will be performed on any account with a 60 day or greater arrearage. Examples of conditions in which this will occur are as follows:
 - a. Meters with a constant greater than 1;
 - b. Bolt-in meters;
 - c. Locked gates;
 - d. Aggressive animals;
 - e. When customer will not allow NES access to the meter.
8. Any customer who is found tampering, who has service under fraudulent conditions, or whose meter base is determined to be unsafe may be cut off at the pole regardless of arrearage.

1.10 Reconnection of Accounts Disconnected for Non-Payment

1. Service which was disconnected for non-payment will be restored upon receipt at NES or at an authorized payment agency of the full amount for which the service was disconnected, or when an acceptable arrangement is made.
2. A service reconnection charge will apply to any account which was interrupted for non-payment, unless the customer shows a validated receipt showing that the bill had been paid on a day prior to the date of interruption.
3. A deposit, or additional deposit, may be required of any customer whose service has been interrupted for non-payment more than twice within twelve (12) months. Any account interrupted for non-payment which remains unpaid after seven (7) days will

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be terminated, any deposit will be applied toward the balance, and a final bill will be issued. Any customer paying after that time would be classified a new customer, subject to standard new customer policies.

1.11 Termination of Service and Collection of Final Bills

1. Customers who wish to discontinue service must give at least one (1) business days' notice to that effect unless specified otherwise by contract. Termination of service prior to the expiration of a contract term will not relieve the customer from any minimum or guaranteed payment under contract or applicable rate schedule. Once the one (1) business days' notice is given, service will be disconnected within two (2) business days. The customer is responsible for electric service used until the disconnection.
2. A customer's final bill is normally produced and mailed the day after the meter is read. The bill is printed for the net amount only. Late fees are not assessed on the usage for the final billing cycle.
3. If the bill remains unpaid after collection attempts have been made, the account will be referred to a collection agency, providing it is over \$25.

1.12 Customer Payments

1. Government, corporate or personal checks may be accepted for payment of any monies owed to NES. No change will be given back.
2. Payments returned by the bank shall be immediately charged back to the customer's account, and an NES a handling fee will be assessed.
3. NES reserves the right to designate an account as "cash only," block a specific payment account or prohibit a customer from presenting check, ACH or card payments.

1.13 Procedure for Resolving Disputed Bills

1. If a bill dispute involves an allegation of inaccurate or estimated energy usage, the Service Advisor will follow all standard procedures to investigate the accuracy of the bill, including an analysis of past usage and possible changes in consumption patterns; the possibility of a meter reading error; or customer equipment failure.
2. Service Advisors or Supervisors will make necessary adjustments on the account and notify the customer of the results of the investigation.
3. If a customer disputes the rate classification assigned to the premise, the Service Advisor will follow standard procedures to initiate an investigation and notify the customer of the results.
4. Customers who continue to dispute the bill may be referred to the Customer Relations Supervisor and Manager. If the customer still disputes the billing, the case will be referred to Rates, Billing & Collections for resolution.

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5. Other types of disputes that involve responsibility for the account, death of the customer of record, etc. shall be investigated thoroughly to ensure that the proper customer is billed. The Service Advisor shall notify the customer of the results.
6. The disputed amount will be noted on the billing records, but will not relieve the customer from paying the undisputed portion of the bill, nor will such a dispute preclude further billing activities.

1.14 Procedures for Informal Hearings

1. A customer may request, in writing, an informal hearing after his/her dispute has been through the standard investigation process. All pertinent information will be forwarded to the Rates, Billing & Collections to schedule an informal hearing. All hearings will take place during normal business hours at the NES office.
2. The Rates, Billing & Collections Supervisor will establish a date and time for the hearing, and establish a formal file of all information, contacts, investigations, meetings and meeting attendees.
3. A Customer Relations Manager, Rates, Billing & Collections Supervisor, a Customer Relations Supervisor, and any other involved NES employee will meet with the customer for the hearing. The Rates, Billing & Collections Supervisor, who is empowered to review disputed bills and rectify errors, will act as the informal hearing officer. Minutes will be kept of the hearing. All evidence will be weighed, and the hearing officer's judgment will be rendered in writing following his/her deliberations. Such findings will be made known to the parties in writing within five (5) business days from the date of the hearing.
4. Appeals may be made to the Rates Billing and Collections Manager. If the customer is not satisfied with the outcome of the hearing, an appeal may be made to the next higher level of authority, up to the Vice President of Customer Services.

1.15 Rates

NES reserves the right to determine the correct billing rate for each customer class. If a customer can establish that he or she is being billed on the wrong rate, the rate classification will be corrected. A refund will be made for the applicable period, up to a maximum allowed by law, for the amount the customer was overbilled unless the incorrect rate was based on information the customer provided to NES. If it is found that a customer has been billed incorrectly, NES may refund or collect for all such prior service, up to a maximum allowed by law.

1.16 NES' Right to Refuse or Discontinue Service

NES may refuse to connect or may discontinue service for violation by the customer of any of NES' Rules, Regulations, Policies, Power Contracts, Electric Service Agreements, including, but not limited to the following:

1. Repairs;
2. Identify theft or other fraudulent activity;

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3. Nonpayment of bills or deposits upon seven (7) days' notice to customer;
4. Use or application by the customer of the service in a manner or for a purpose which is detrimental to the service or the general public;
5. When made unlawful by orders, ordinances, or laws of the State of Tennessee or any political subdivision thereof;
6. Evidence of tampering with the meter or other equipment which would cause the meter to fail to register or to register inaccurately, or for theft of electricity or the appearance of electricity theft devices on the premises;
7. Upon request of a government agency for any potential safety hazard that may be present to the public or personnel.

The discontinuance of service for any cause does not release the customer from his obligation to NES for the payment of bills, and fees may be applied before service is reconnected.

1.17 Additional Accounts

1. Subject to the conditions in Section 1.5, any customer with a satisfactory NES credit history may arrange for additional accounts subject to the same rules and charges as other accounts of the same class.
2. NES may refuse to establish an additional account if establishing such an account violates other NES policies or if there is an existing debt.

1.18 Bankrupt Accounts

Upon receipt of notice of bankruptcy, the customer's account(s) is/are placed in pre-petition and post-petition status. The amount owed prior to the bankruptcy is placed in pre-petition status, and the amount owed after bankruptcy is placed in post-petition status. If the bankruptcy is dismissed, the full amount owed, both pre-petition and post-petition, is placed on the customers' account. A deposit may be required.

1.19 Activation and Reconnection Charges

1. An activation fee will be applied to any new, re-established, or additional account, and will be added to the customer's first bill.
2. A higher activation fee will apply when a reconnection is necessary.
3. A reconnection charge will be billed to any account which is restored after disconnection due to: non-payment of a bill or deposit; tampering, fraud, theft of service or other violation of rules and regulations. A higher fee will be charged for reconnections after regular office hours or for reconnections made at the pole.
4. No activation fee will be billed to an account in the case of a reconnection of an existing customer at the same address following disconnection due to an act of God.
5. The temporary discontinuance of service at the customer's request will not relieve the customer from payment of minimum monthly charges according to the applicable rate schedule. This includes seasonal service.

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1.20 Information to Customers

1. Current rates and policies are available in the customer lobby and on www.nespower.com. A service agreement will be provided to new customers informing them of their rights, obligations and the availability of information pertaining to service practices and policies.
2. All retail rate actions shall be communicated to customers by public statement issued either through print media or electronic media.
3. Upon request of the customer, a 12-month history of usage and billing will be furnished. Requests that require more than an hour to compile and copy will be charged the hourly rate of the employee for all time above the first hour, or \$20 per hour, whichever is lower.
4. NES complies with the Tennessee Open Records Act as described in the NES Policy Manual, Section 24.0.
5. In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with NES. If the dispute is not resolved, NES will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the NES website.

1.21 Obligation to Pay for Service

NES will not issue credits to customers' accounts for the purpose of offsetting higher-than-normal usage due to faulty equipment or plumbing belonging to the property owner, such as leaky water heaters, etc.

2. RESIDENTIAL CUSTOMERS

Customers are eligible for the residential rate classification provided that electric service is for a single-family dwelling where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein. Conditions such as, but not limited to the following may result in reclassification to a commercial account:

1. Signage on the premise indicating goods or services are sold;
2. Services provided to patrons or clients at the premise;
3. Occupancy by more than one single family;
4. Use of the premises for special events (e.g., weddings, receptions, business meetings);
5. Business license indicating the operations of an enterprise are located at the premise;
6. Notification from the customer that they operate a business at the premise.

In such conditions, the customer has the option of dual metering. Customers who elect dual metering must separate their electrical circuitry and wiring so that a second meter can be installed to record the usage for the commercial portion of the premise.

Customers who have separate metered service at their residence for non-dwelling purposes, such as a well pump, may qualify for a supplemental residential rate (SRS) classification. This rate is available for single-phase accounts with a demand of less than 25 kW and monthly usage of less than 7,500 kWh.

NES has the responsibility for determining eligibility for rate classifications.

2.1 *Application for Service*

Residential customers may be required to make application for new service or changes to existing service. New service will not be granted to minors unless they are married, or have legal emancipation documents. Application may be made by telephone or in person. One business days' notice is required. Failure to request service in a timely manner may result in a delay in providing electric service. Applicants for new service must provide two (2) current forms of identification. One (1) form of identification must be government issued, and a photograph ID may be required.

2.2 *Deposits*

Deposits will be required for a residential or SRS account when a customer is unable to show adequate proof of financial ability to pay through credit bureau reporting. For existing customers, or those with a history of delinquency with NES, a deposit, or additional deposit, may be requested when the customer's payment habits cause them to be classified "unsatisfactory," as defined in Section 1.

Residential customers who have at least twenty (20) residential meters at a single location that are in the name of a single account holder, and need service for less than a one month billing interval on a recurring or intermittent basis, will be required to pay a non-

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transferrable cash deposit of \$90 per meter or provide a satisfactory guarantee. Once the security deposit or alternative is received, it will be retained by NES until the account holder terminates its intermittent service deposit arrangement.

Deposits on residential and SRS accounts may be transferred if the customer of record remains the same and only the account address is changed.

2.3 *Change in Customer of Record*

Changes in the customer of record for existing residential customers may be granted as a result of marriage, divorce, legal name change or death of a spouse, provided that the customer has satisfactory identification for the existing account. No change to the customer of record will release them from liability of existing debts owed.

2.4 *Secondary Account Holder*

A customer may elect to authorize one (1) secondary account holder to conduct business on their behalf. This person may be subject to an identity check prior to being added to the account.

A secondary account holder with the designation of a spouse, roommate or partner must give their consent to be added to the account, and may be liable for any debts incurred by the customer.

The secondary account holder designation of "other" is restricted to caregivers or individuals who do not reside at a premise tied to the customer's name, but are authorized to conduct business on their behalf.

A secondary account holder may authorize all transactions except cancelling a termination of service; or activation of new service when the primary customer no longer has an active account. A secondary account holder designated as the primary customer's power of attorney may authorize all transactions.

2.5 *AMI Deferral*

NES has a provision to defer for residential customers who do not desire an AMI meter. These customers are responsible for completing and submitting to NES the Advanced Meter Installation Deferral Form, and paying all associated fees as listed on the form. The following rules apply to the AMI deferral provision:

1. The AMI deferral is temporary and NES may require further options / requirements at a later date.
2. A meter change out fee applies to each customer/premise requesting a deferral.
NOTE: a premise accepted for deferral will have the existing meter changed out with a newly tested non-AMI meter.
3. A monthly meter reading fee applies.
4. Fees may be adjusted.

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5. No deferrals are allowed for multi-unit premises such as apartments, office buildings, etc.
6. No commercial installation deferrals are allowed.
7. No deferrals are allowed for customers who have been disconnected for non-payment in the last twelve months. If a subsequent disconnect for non-payment occurs, the deferral will be rescinded.
8. Customers may elect to install a meter pedestal away from the house in lieu of deferral. All associated costs will be paid by the homeowner. The pedestal location must be approved by NES. The homeowner is responsible for hiring a qualified contractor to install the meter base and pedestal per NES Electric Service Guidelines, located on nespower.com.

3. COMMERCIAL AND INDUSTRIAL CUSTOMERS

Customers who are not eligible for the residential or supplemental residential rate are defined as Commercial and Industrial Customers.

3.1 *Application / Contract for Service*

Commercial and Industrial customers must make application for new electric service or changes to existing service. Applicants must provide satisfactory identification before electric service is provided. Proof of business association with the property may also be required.

3.2 *Deposit / Security*

In accordance with the terms in Section 1.2., a non-transferable cash deposit or satisfactory guarantee may be required for new Commercial and Industrial accounts before service is supplied. The amount of the deposit or guarantee will be equal to twice the average monthly bill, if known, or as estimated by NES. NES may waive the cash deposit with one of the following alternatives:

1. An Irrevocable Letter of Credit may be posted by any commercial customer for a minimum of three (3) years in lieu of a cash deposit. This must be executed by a bank on the form supplied by NES, or on bank letterhead with the information required by NES included in the letter. The amount must be equal to the normal cash deposit.
2. An Indemnity Bond may be posted by any commercial customer for a minimum of three (3) years in lieu of a cash deposit. The amount must be equal to the normal cash deposit. Minimum bond is \$1,000.
3. Proof of payment history from any gas or electric utility for the past 12 months that meets NES defined criteria for satisfactory credit as defined in Section 1.5.2.
4. Proof of adequate financial credentials, such as a Fitch or Standard and Poors Rating, or Dunn and Bradstreet or Morningstar reports. NES reserves the right to determine if the credentials are acceptable.

3.3 *Deposit Transfers*

Deposits on commercial and industrial accounts may be transferred for customers whose peak demand is less than or equal to 50 kW if the account name remains the same and only the account address is changed.

3.4 *Change in Customer of Record*

The customer of record for a Commercial and Industrial account may be changed without additional deposit if the name change is not due to a change of ownership. The customer must complete the Commercial Name Change Form provided by NES and have it notarized. Official documentation supporting the legal name change must also be provided.

3.5 Temporary Service

Temporary service installations used during construction may remain active up to the maximum time permitted by state or metro codes, after which time a new inspection and service release may be required. Standard temporary service is defined as single phase service with no more than a 200 amp panel. Three phase services or single phase services greater than 200 amps are non-standard. The amount of the deposit or guarantee for non-standard temporary services will be twice the expected monthly usage as estimated by NES.

4. BILL PAYING SERVICES & CUSTOMER PROGRAMS

4.1 *Balanced Billing*

Residential customers may enroll in Balanced Billing, which is based on the average energy usage for their last twelve bills. During the 12th month, the cost of actual usage will be compared to the total paid for the year. Accounts with an overpayment will be credited, or customers may request a refund. Customers will receive a bill for the difference for accounts that are underpaid. To qualify, customers must have had an active account at the premise for at least twelve months and have no arrears. Accounts that become past due will be removed from the program.

4.2 *Critical Referral Program*

Customers who rely upon an uninterrupted power supply for life support equipment may request that their account be coded as a “Critical Referral” customer. NES will take steps during individual outages to expedite restoration of service to Critical Referral customers but cannot guarantee priority restoration during widespread outages. These accounts also receive special handling prior to disconnection of service.

4.3 *Third Party Notification*

A customer may authorize NES to mail a copy of their disconnect notice to another party. The person or agency named as the third party is not obligated to pay the past due amount. This procedure will not prevent disconnection if payment is not made.

4.4 *NEAT Program*

Customers may elect to have their bill payments electronically debited from their bank accounts on the net due date. Any payment refused by the financial institution as non-payable will be assessed a return charge, unless the return was due to bank or NES error.

4.5 *Summary Billing*

Customers who have multiple accounts may enroll in the Summary Billing program, and receive one master statement after all meters have been read for the month. The due date for the summary bill must be at least five (5) days before or after the scheduled meter reading of all the accounts to be included, and will be at least ten (10) days from the summary billing date for commercial accounts, and fifteen (15) days for residential accounts. Customers must enroll in the NEAT (Nashville Electric Automatic Transfer) program to qualify. Residential apartment accounts may be included only if the account name does not change when the unit is leased.

4.6 *Project Help*

This voluntary program, administered by NeedLink Nashville, allows customers to add \$1 or more to their monthly payment to help low-income customers with their energy costs.

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4.7 Translation Services

NES provides interpreters, via a three-way phone call, for customers who speak languages other than English.

4.8 E-Bill

E-Bill allows customers to view, manage and pay their electric bills electronically. Customers have the option to schedule individual payments on line, or set up automatic payments from their checking account. Payment limits apply. Other features include secure PDF statements via email and text message alerts.

4.9 On-Demand Payments

Customers may pay electronically or by telephone with their ATM, credit or debit card, or electronic check. The fee charged by the processor is not absorbed by NES and must be paid by the customer.

4.10 Depository and Payment Agents

For the convenience of the customers, a depository has been provided near the doors of NES' business office for the payment of bills when the office is closed, and any payments made therein will be accepted for the customer's account and posted the next working day. Any customer using the depository does so at his or her own risk and must accept NES' accounting for the amount received by NES. Bills may also be paid electronically and at authorized bill payment agencies and kiosks throughout the service area. Authorized bill payment agencies are posted on the NES website.

NES is not responsible for payments accepted by merchants who are not authorized bill payment agents for NES.

4.11 Multiple-dwelling Services

Property owners and management companies who operate more than twenty units at a single location may apply for an automatic property code. An auto-code authorizes the automatic transfer of billing from the tenant to the owner / manager upon notification to close their account.

4.12 Outdoor Lighting

NES offers outdoor lighting for individual customers as well as service to street and park lighting systems, traffic signal systems and athletic field lighting installations. The contract length for these services may vary, but is not less than one year.