



## Rules & Regulations

### Electric

- 1) APPLICATION FOR SERVICE: Each prospective Customer desiring electric service may be required to sign NU's standard form of application for service or contract before service is supplied by NU.
- 2) Determination of Classification: The residential rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), 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. (A single-family dwelling includes an individually metered single-family apartment and an individually metered residential duplex unit.) (If the major portion of the electricity supplied to a dwelling is used regularly for the conduct of business, the electricity consumed in that portion so used will be separately metered and billed under the General Power Rate; if separate circuits are not provided by the Customer, service to the entire premises shall be billed under the General Power Rate. The residential rate shall not apply to service to:
  - (a) Institutions such as clubs, fraternities, orphanages or establishments providing residence and special care for indigents
  - (b) Recognized rooming or boarding houses
  - (c) Space in an apartment or other residential buildings where the major use of electricity is for non-domestic purposes
- 3) Deposit: A reasonable deposit, as determined by NU, may be required of any Customer. If a deposit is retained by NU, it will earn interest at a rate to be specified by NU. Interest earned will be credited each year to customer's account. Upon termination of service, deposit and accrued interest may be applied by Newport Utilities against unpaid bills of Customer, and, if any balance remains after such application is made, the balance will be refunded to Customer.
- 4) Point of Delivery: The point of delivery is the point, as designated by NU, on Customer's premises where electric power is to be delivered to building or premises. All wiring and equipment beyond this point of delivery (except by special written agreement) shall be installed, owned, and maintained by the Customer, excepting the meter. Customer shall provide adequate right-of-way, as determined by NU, for extension of service from NU's existing facilities to the point of delivery. NU shall not be liable for accidents or damages that occur on Customer's equipment or facilities located beyond delivery point.
- 5) Customer Wiring Standards: All wiring of Customer must conform to governmental requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code, the National Electric Code, and other applicable codes and standards.

- 6) Inspections: NU shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with NU's standards; but such inspection or failure to inspect or reject shall not render NU liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of NU's rules, or from accidents which may occur upon Customer's premises. NU shall disconnect service for violations of relevant codes if instructed to do so by a code enforcement agency.
- 7) Underground Service Lines: Customers desiring underground service lines from NU's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by NU upon request.
- 8) Customer's Responsibility for NU's Property: All meters, service connections, and other equipment furnished by NU shall be, and remain, the property of NU. The Customer shall provide a space for and exercise proper care to protect the property of NU on his/her premises. In the event of loss or damage to NU's property arising from neglect of the Customer to care for same, the customer shall pay the cost of the necessary repairs or replacement.
- 9) Right of Access: NU's identified employees shall have safe access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, exchanging, or inspecting any or all equipment and facilities belonging to NU.
- 10) Billing: Bills will be rendered monthly and shall be paid at the office of NU or other locations designated by NU. Due dates are established as 15 days after the billing date. Bills paid after the due date specified on the bill may be subject to additional charges. Failure to receive a bill will not relieve customer from payment obligation. Should bills not be paid by due date, NU may, at any time thereafter, upon six (6) days written notice to customer, discontinue service. Should the due date fall on a Saturday, Sunday, or a holiday that NU observes, the next following business day will be held as a day of grace for delivery of payment. Remittances received by mail after the due date will not be subject to such additional charges if the incoming envelope bears United States Postal Service date stamp of the due date or any date prior thereto.
- 11) Discontinuation of Service by NU: NU may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. NU may discontinue service to Customer for the theft of current or the appearance of theft devices on the premises of Customer. The discontinuance of service by NU for any cause as stated in this rule does not release Customer from his obligation to NU for the payment of minimum bills as specified in application of Customer or contract with Customers.
- 12) Connection, Reconnection, and Disconnection Charges: NU may establish and collect standard charges to cover the reasonable average cost, including administrative, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal business hours, or when special circumstances warrant.

- 13) Termination of Contract by Customer: Customers who have fulfilled their contract terms and wish to discontinue service should give at least three (3) days' notice to that effect, unless the Customer's contract specifies otherwise. A Customer's notice to discontinue service prior to expiration of the Customer's contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate schedule.
- 14) Service Charge for Temporary Service: Customers requiring service on a temporary basis may be required by NU to pay all costs for connection and disconnection incidental to the supplying or removing of service. This rule applies to circuses, carnivals, fairs, festivals, temporary construction, and the like.
- 15) Interruption of Service: NU will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
- 16) Shortage of Electricity: In the event of an emergency or other condition causing a shortage in the amount of electricity for NU to meet the demand on its system, NU may, by an allocation method deemed equitable by NU, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customers may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare. If Customer fails to comply with such allocation or restriction, NU may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled INTERRUPTION OF SERVICE of this schedule of Rules and Regulations are applicable to any such allocation or restriction.
- 17) Voltage Fluctuations Caused by Customer: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to NU's system or to the electric service provided by NU. NU may require Customer, at his/her own expense, to install suitable apparatus, which will reasonably limit such fluctuations or disturbances.
- 18) Additional Load: The service connection, transformers, meters, and equipment supplied by NU for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of NU. Failure to give notice of additions or changes in load, and to obtain NU's consent for same, may render the Customer liable for any damage to any of NU's lines or equipment or interruption of electric service provided by NU caused by the additional or changed installation.
- 19) Standby and Resale Service: All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by NU, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
- 20) Single Point Delivery: The rates named in the Schedule of Rates and Charges for each class of service are based upon the supply of service to the entire premises through a single delivery and

metering point, and at a single voltage. Separate supply for the same Customer at other points of consumption, or at a different voltage, shall be separately metered and billed.

- 21) Notice of Trouble: Customer shall notify NU immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notice may be verbal, by electronic mail, or by regular mail.
- 22) Non-Standard Service: Customer shall 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.
- 23) Meter Tests: NU will, at its' own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. NU will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and NU's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by NU.
- 24) Relocation of Existing Facilities: NU shall, at the request of Customer, relocate or change existing NU owned equipment. Customer shall reimburse NU for such changes at actual cost including appropriate overhead.
- 25) Bill Proration: Bills rendered for other than the regular billing period will be prorated based upon NU's standard bill proration policy then in effect, taking into account the actual days in a month service was provided.
- 26) Power Contracts: Standard Power Contracts maybe required in addition to an application for service for all customers whose monthly billing demand exceeds 50 Kw. The Power Contract shall be executed at the time of application for service or at such time as Customer's load growth reaches 50 Kw.
- 27) Scope: This schedule of Rules and Regulations is part of all contracts for receiving electric service from NU, and applies to all service received from NU, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of NU's Schedule of Rates and Charges, shall be kept open to inspection at the office of NU.
- 28) Residential Energy Services Program: NU, in fulfillment of the purposes and provisions of the Tennessee Valley Authority Act and as part of its electric service, may make available funds to eligible electric Customers for energy improvements identified in a survey for the Customer's dwelling under the Residential Energy Services Program (such as "*energy right*") being conducted by NU and TVA. Eligible Customers must sign repayment agreements under which the funds made available will be repaid to NU. Monthly repayment amounts due for this service will be included as a part of the electric bills from NU. Except as otherwise agreed in the repayment agreement the provisions of the section entitled "Billing" of this Schedule of Rules and Regulations shall apply to bills for the amounts made available by NU as part of its electric

service for weatherization measures. NU may also make available disbursements to participants to encourage the installation and efficient use of electric appliances and devices in dwellings.

- 29) Information to Customers: NU will make information about rates and service practice policies available upon application for service and at any other time upon written or telephoned request. NU, on written request from a Customer, will provide a statement of monthly consumption of that Customer for the prior twelve months if the information is reasonably ascertainable. NU may establish a reasonable charge for this statement. NU may utilize news media or other appropriate techniques to inform Customers about rates and service policies.
- 30) Customer Appeal Procedure: Customers should take any dispute to a Customer Service Representative first. The Representative will do their best to answer any question or dispute the customer has. This will include checking the account for accurate readings and charges. If the Customer Service Representative does not appease the Customer, at this time the Customer should talk with a Manager. The Manager will review the Customer's complaint and the Customer Service Representative's findings at this time. If the Customer is still not satisfied, the problem may be addressed to the General Manager.
- 31) Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when approved by NU Board and TVA, when effective, shall have the same force as the present Rules and Regulations
- 32) Conflict: In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
- 33) Policy of Non-Discrimination: Newport Utilities has and holds a policy of not discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income is derived from any public assistance program, or because the applicant has in good faith exercised any right under Consumer Credit Protection Act.