



## Rules & Regulations Wastewater

- 1) APPLICATION FOR SERVICE: Each prospective Customer desiring wastewater service may be required to sign NU's standard form of application for service or contract before service is supplied or transferred by NU.
- 2) Determination of Classification: Residential rates shall apply to wastewater service to a dwelling where the major use of wastewater service is for domestic purposes and the personal comfort and convenience of those residing therein. All other service is considered commercial, except for industrial users required to meet discharge regulations.
- 3) Deposit for Residential and Commercial Customers: 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. 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. Interest will be established every July as the average passbook savings rate at three local banks, plus 1%. Interest earned will be credited each year to Customer's account.
- 4) Point of Delivery: For gravity systems, the point of delivery for wastewater is the customer's property line. For low pressure systems (E1 pumps) point of delivery is the customer's connection to the low pressure pump. All piping and equipment beyond the point of delivery shall be provided and maintained by Customer at no expense to Newport Utilities.
- 5) Customer's Piping - Standards: All Customers' service piping must be a minimum of 4" in diameter and include a two-way clean out at the property line for gravity systems. Customer's service line must be a minimum of 18" deep.
- 6) Inspections: NU shall have the right, but shall not be obligated, to inspect any installation before utility service is introduced, or at any later time, and reserves the right to reject service to any facilities not in compliance with NU's standards; but such inspection or failure to inspect or reject shall not be regarded as an assurance against defects in installation or an assurance of the quality or safety of appliances or their installation, and shall not render NU liable or responsible for any loss or damage to person or property resulting from defects or from violation of Newport Utilities Rules and Regulations, or from accidents which may occur upon the applicant's premises, it being understood that utility installations and their safety shall be the sole responsibility of the applicant. The applicant further agrees to claim no damage on account of interruption of wastewater service, it being understood that the rates charged applicant do not contemplate uninterrupted service guarantees.

- 7) 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, if necessary, and shall exercise proper care to protect the property of NU on his/her premises; and, in the event of loss or damage to NU's property arising from neglect of the Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer. Customer may operate Newport Utilities' cut-off with the proper tools in the absence of other means to cut off service.
- 8) Right of Access: NU's identified employees shall have safe access to Customer's premises at all reasonable times for the purpose of testing, inspection, repairing, removing, or exchanging any or all equipment belonging to NU. Customer is also responsible for the protection of Newport Utilities employees from Customer's pets and animals.
- 9) 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.
- 10) 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.
- 11) 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.
- 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 must give at least three (3) days' written 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 applicable contract or prevailing rate.
- 14) Temporary Service and Plant Dumping Service: Customers desiring temporary wastewater service must apply for such service and charges for such service will reflect Newport Utilities actual cost plus overheads for providing such service. Newport Utilities will accept qualifying wastewater at the wastewater plant with charges made according to Newport Utilities current fee schedule.
- 15) Interruption of Service: NU will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract in the event of interruption, or for loss, injury or damage to persons or property resulting from, interruptions in service, or otherwise unsatisfactory service, whether or not caused by negligence.
- 16) 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 wastewater service. Such notice may be verbal, by electronic mail, or by regular mail.
- 17) Non-Standard Service: Customer shall pay the cost of any special installation necessary to meet his/her particular requirements for service.
- 18) Relocation of Wastewater Service Facilities: NU may, at the request of Customer, relocate or change existing NU owned equipment. Customer shall reimburse NU for such changes at actual cost including pipelines.
- 19) Misuse of Wastewater Service: Use of wastewater service must comply with the City of Newport's Sewer Use Ordinance currently in effect.
- 20) Resale of Wastewater Services: All purchased wastewater services (other than Emergency or Standby) used on the premises of Customer shall be supplied exclusively by the Utility and Customer shall not, directly or indirectly, sell, sublet, assign or otherwise dispose of any wastewater service or any part thereof without the written approval of NU.
- 21) Scope: This schedule of Rules and Regulations is part of all contracts for receiving wastewater 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.
- 22) Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when approved by NU Board, when effective, shall have the same force as the present Rules and Regulations and will be kept open to inspection at the offices of the Utility.

- 23) Conflict: In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
- 24) 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.