



## Rules & Regulations Water

- 1) APPLICATION FOR SERVICE: Each prospective Customer desiring water 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: The residential service shall apply only to water service to a dwelling where the major use of water service is for domestic purposes and the personal comfort and convenience of those residing therein. All other service is considered commercial service.
- 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 NU's passbook savings rate plus 1%. Interest rate is reviewed and/or adjusted by Newport Utilities on an annual basis (every July 1<sup>st</sup>). Interest earned will be accumulated to Customer's deposit account on a monthly basis. 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. Deposit balances, including interest, are subject to review by Customer and Newport Utilities.
- 4) Point of Delivery: The point of delivery is the water meter. The meter shall be located as designated by Newport Utilities. All piping and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Newport Utilities.
- 5) Customer's Piping - Standards: All Customer's service piping must be a minimum of ¾" in diameter and include a cut-off valve at a point readily accessible to Customer. Customer's service line must be a minimum of 18" deep. It must meet the Tennessee Code Annotated Section 53-2004, "Standards Concerning Cross-Connections".
- 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 water 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 reading meters, 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) Leak Adjustment: Once every twelve months, Newport Utilities will adjust a customer's bill for a reported leak in customer's piping or facilities. The adjustment will be in accordance with NU's current leak adjustment policy.
- 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) 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.
- 13) 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.
- 14) Service Charge for Temporary Service: Customers requesting water service on a temporary basis will be required by NU to pay all costs for connection and disconnection related to the supplying or removing of service. A customer using temporary service greater than thirty (30) days will be charged a Facility Charge per month to offset maintenance and depreciation of assets used to provide the service. Actual water usage will be based upon current prevailing rates. In no case shall more than a single meter be connected to a single fire hydrant.
- 15) Interruption of Service: NU will use reasonable diligence in supplying water, 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, (including cut-off for non-payment) or water pressure fluctuation, 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 the supply of water. 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 at other than available system pressures. Service in low pressure areas shall be subject to Federal and State Regulations.
- 18) Relocation of Water 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 Water: Use of water from sprinkler connections and unmetered fire hydrants or fire mains, private or public, for any purpose other than emergency fire fighting is strictly forbidden. Violation of this rule will subject the Customer to possible discontinuance of service and/or other remedies.
- 20) Resale of Water Services: All purchased water 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 water 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 water 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. Information about rates and service practice policies are also available on NU's website, [www.newportutilities.com](http://www.newportutilities.com).
- 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.