



## Right-of-Way Vegetation Maintenance Agreement

This agreement is made between NEWPORT UTILITIES (“NU”) and the  
PROPERTY OWNER(S), \_\_\_\_\_ ,  
for the PROPERTY at the following address:

TAX MAP: \_\_\_\_\_ PARCEL: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### The agreement is as follows:

- No Right-of-Way (“ROW”) Herbicide Spraying will be carried out by NEWPORT UTILITIES or any NU CONTRACTOR at or on the above-described property.
- The CUSTOMER assumes all responsibility and agrees to maintain the Right-of-Way clearance on the above-described property. Newport Utilities requires the property owner(s) to keep the vegetation growth (such as trees and vines) clear from power lines and poles by at least fifteen (15) feet, ground-to-sky, in all directions.
- The CUSTOMER shall assume the cost of all time or materials required to fix a power outage that occurs due to an unmaintained Right-of-Way at the above-described property.

If the Right-of-Way is not maintained by the PROPERTY OWNER(S) then this agreement shall be terminated and NEWPORT UTILITIES will bill the PROPERTY OWNER for the work required to clear and maintain the Right-of-Way, which will include Tree Trimming and Herbicide Spraying.

This contract is effective as of \_\_\_\_\_ and shall remain into effect until the contractual requirements are no longer met, the PROPERTY OWNER(S) of the above-described PROPERTY changes for any reason, or the PROPERTY OWNER(S) requests the contract be terminated. If the PROPERTY OWNER(S) of the above-described PROPERTY changes for any reason (e.g. sale, death, transfer, etc.), then this agreement will be terminated and a new agreement will need to be signed if the NEW PROPERTY OWNER(S) wishes to continue this agreement.

If the PROPERTY OWNER(S) requests this agreement be terminated, the Right-of-Way must be clear at least fifteen (15) feet ground-to-sky in all directions from power lines and poles or the PROPERTY OWNER(S) will be billed for any work required to clear the Right-of-Way.

**IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S) TO NOTIFY NEWPORT UTILITIES OF ANY CHANGE IN OWNERSHIP OF THE ABOVE-DESCRIBED PROPERTY.**

**By signing the below, you agree to above contract terms and responsibilities therein.**

Customer Signature \_\_\_\_\_ Newport Utilities Representative \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

NU Account Number \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

By checking this box, I agree and understand that by signing the Electronic Signature Acknowledgment and Consent Form, that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound to this agreement. I further agree my signature on this document is as valid as if I signed the document in writing. This is to be used in conjunction with the use of electronic signatures on all forms regarding any and all future documentation with a signature requirement, should I elect to have signed electronically.