



Ticaboo Utility Improvement District Utility Service Agreement

This Agreement, established this day ____, of _____, 20__ between the Ticaboo Utility Improvement District ("District") and _____ ("Customer"), commits the District to provide electric, water, wastewater, and solid waste management services to the subject property, identified below, and commits the Customer to all terms, conditions, and requirements set forth in this Agreement, District Tariff, District Rules and Regulations, Garfield County, and the State of Utah.

I. Applicant Information (Please type or Print Legibly)

| | | | |
|--|--------------------------|---|--------------------------------|
| Applicant (First Name) _____ (Last Name) _____ | | Last Four of Social Security # _____ | Date of Birth (MM/DD/YY) _____ |
| Applicant Driver's License # _____ (Issuing State) _____ | | A photocopy of a driver's license is required Copy of Driver's License Provided <input type="checkbox"/> Yes | |
| Applicant Phone # _____ | Applicant Mobile # _____ | Applicant Email Address _____ | |

| |
|---|
| Date Applicant Would Like Services to Begin (Month) _____ (Day) _____ (Year) _____ |
| Service Address (Street and Lot #) _____ (Parcel #) _____ (City) _____ (State) _____ (Zip) _____ |
| Do Utility Taps Exist at Service Address? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know |
| Is this an application for New Service where taps DO NOT exist? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do Not Know |
| Billing Address where bill are to be mailed (Street and Number) _____ (City) _____ (State) _____ (Zip) _____ |

| |
|--|
| Utility Reference Company Name _____ (Telephone #) _____ |
| Utility Reference Company Address (Street and Number) _____ (City) _____ (State) _____ (Zip) _____ |

| |
|--|
| Utility Service Requested (check one): <input type="checkbox"/> Residential <input type="checkbox"/> Small Commercial <input type="checkbox"/> Large Commercial <input type="checkbox"/> Live Stock Only |
|--|

II. SERVICES -

- (a). **STAND-BY RATES:** Stand-by rates are charged at the same rate as listed in Section II, (c) & (d) of this agreement, with the exception that if there is no usage, then usage charges will not be applied.
- (b). **REQUIREMENTS FOR OTHER SERVICES (Electric Service Regulation, Section 03.02):**

A Customer of the District who has Taps on his/her property for any District utility service, must pay, at a minimum, the standby fees for each utility service (electric, water, wastewater, and solid waste).

As a prerequisite to Electric Service provided to a Customer by the District, the Customer must also subscribe to water, wastewater, and solid waste services provided by the District. A Customer will be deemed to have met the requirements of this section if the Customer pays, at a minimum, the monthly standby fees for each service.

A Customer that receives only water for livestock purposes and does not receive wastewater, solid waste, or electric service is exempt from the requirements of this section.



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(c). ELECTRIC SERVICE RATE SCHEDULES Single-Phase or Three-Phase (Choose one):

| No. | Schedules | Single-Phase | Three-Phase | Energy Charge | Check One |
|-----|---|--------------|--------------|-----------------------------------|--------------------------|
| | | Monthly Rate | Monthly Rate | | |
| 1 | Residential Service | \$75.00 | \$150.00 | 55C/kWh all kWh's | <input type="checkbox"/> |
| 2 | Small Commercial Service | \$260.00 | \$520.00 | 55C/kWh all kWh's | <input type="checkbox"/> |
| 3 | Large Commercial Service | \$2,000.00 | \$4,000.00 | 55C/kWh all kWh's | <input type="checkbox"/> |
| 4 | Residential Service ≤ 2,400 kWh/yr | \$152.00 | \$304.00 | 55C/kWh all kWh's over 2,400/yr | <input type="checkbox"/> |
| 5 | Residential Service ≤ 4,800 kWh/yr | \$232.00 | \$464.00 | 55C/kWh all kWh's over 4,800/yr | <input type="checkbox"/> |
| 6 | Residential Service ≤ 7,200 kWh/yr | \$300.00 | \$600.00 | 55C/kWh all kWh's over 7,200/yr | <input type="checkbox"/> |
| 7 | Residential Service ≤ 9,600 kWh/yr | \$356.00 | \$712.00 | 55C/kWh all kWh's over 9,600/yr | <input type="checkbox"/> |
| 8 | Residential Service ≤ 12,000 kWh/yr | \$400.00 | \$800.00 | 34C/kWh all kWh's over 12,000/yr | <input type="checkbox"/> |
| 9 | Small Commercial Service ≤ 7,200 kWh/yr | \$500.00 | \$1,000.00 | 55C/kWh all kWh's over 7,200/yr | <input type="checkbox"/> |
| 10 | Large Commercial Service ≤ 330,000 kWh/yr | \$11,870.00 | \$23,740.00 | 34C/kWh all kWh's over 330,000/yr | <input type="checkbox"/> |

NOTE: Schedules 1, 2, & 3 are straight per kilowatt hour schedules. Schedules 4,5,6,7, & 8 are budget billed residential only schedules. Schedules 9 & 10 are strictly Commercial budget billed schedules. Please select the service that best meets your kilowatt hour needs and classification.

(d). WATER – WASTEWATER – SOLID WASTE SERVICE RATES:

Pursuant to the District's Rules and Regulations, customers will be charged for Water, Wastewater, and Solid Waste services based upon the schedules noted below.

| Water Service | Monthly Rate per | | |
|----------------------------|------------------|---------|----------------------------------|
| | ERU | Standby | Use Charge |
| Residential | \$71.76 | \$71.76 | \$2.50/1,000 gallons over 10,000 |
| Commercial (Large & Small) | \$71.76 | \$71.76 | \$2.50/1,000 gallons over 10,000 |
| Live Stock ONLY | \$71.76 | \$71.76 | \$2.50/1,000 gallons over 10,000 |

| Wastewater Service | Monthly Rate per | | |
|----------------------------|------------------|---------|----------------------------------|
| | ERU | Standby | Use Charge |
| Residential | \$44.80 | \$44.80 | \$2.50/1,000 gallons over 10,000 |
| Commercial (Large & Small) | \$44.80 | \$44.80 | \$2.50/1,000 gallons over 10,000 |

| Solid Waste Service | Monthly Rate | Standby |
|---------------------------------|--------------|----------|
| Residential Solid Waste Service | \$19.20 | \$19.20 |
| Commercial Solid Waste Service | | |
| 2 cubic yard container | \$175.00 | \$175.00 |
| 4 cubic yard container | \$205.00 | \$205.00 |
| 18 cubic yard container | \$215.00 | \$215.00 |

III. TERMS, CONDITIONS AND REQUIREMENTS:

The undersigned (the "CUSTOMER") applies to TUID (the "DISTRICT") for utility services. In consideration of the acceptance of this application by the District, and the rendering of such service, the Customer agrees as follows:

- 1) The District has no obligation to provide services until the application is accepted and approved by, and in the discretion of, the District.
- 2) Customer agrees that failing to make application for utility services provided by the District, may be cause for termination, or disruption, of services until said application is made and approved by the District. The District is not obligated to provide utility services; however, the Customer is responsible for all Standby fees as allowed by the Tariff, and Rules & Regulations.
- 3) Any Customer and/or property receiving District services for the first time (previously vacant or no previous services) will be charged the fees associated with: Tap, Hookup, New Connection, and Impact (where applicable).



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- 4) New services added or requested by a Customer to be added to a new, or existing delivery point are subject to review and approval by, in its discretion, the District. All fees/costs associated with new service additions are the responsibility of the Customer pursuant to the District's Tariff, Rules and Regulations, Garfield County, and Utah State Code.
- 5) Regardless of previous District service history, when initiating a Utility Service Agreement, the following is required before services will be initiated:
 - a) Security Deposit - The estimated average 60-day billing period at the premises but not less than \$200.00;
 - b) So long as the Customer is applying for one service, the Customer must pay, at a minimum, the Standby Fees for all services;
 - c) Customer must choose an Electric Rate Schedule, based upon their needs, for electric service;
 - i) Electric Rate Schedules No. 1-3, are charged all kWh's used during all months;
 - ii) Electric Rate Schedules No. 4-10, are charged an equalized monthly charge based upon a block of power for one year (Budget Billing);
 - d) This Utility Service Agreement automatically renews, unamended, each January 1st, unless the Customer signs a new agreement;
 - e) Customer accepts responsibility for tracking their own use, and accepts that any kilowatt hours used over the budgeted kWh, will be charged at the higher kWh rate in January for the previous years usage;
 - f) Customer accepts responsibility for knowing and understanding the Electric Rate Schedules as published by the District and filed with the Utah Public Service Commission;
 - g) Customer accepts that when changing a rate schedule during a service period, outside of Open Enrollment, that schedule will remain in effect for the remainder of the current service period, and the proceeding service period;
 - h) Customer accepts that when moving down in a rate schedule during Open Enrollment, the originally agreed upon schedule will be in effect through the existing service period, and the new schedule will take effect January 1st during the new service period;
 - i) Customer acknowledges the District's Open Enrollment period is October 1st through 31st of each calendar year, of which the calendar year represents the service period (January 1st through December 31st);
 - j) Customer acknowledges that selecting "**Standby**" service means service will be turned off, and meters removed;
 - k) If Customer has had service with the District prior to this application, Customer must agree to pay all fees in advance of service commencement, including but not limited to: deposit(s), connection fees, monthly fees, previous owed amounts, etc.
- 6) Customer agrees to pay for all services in accordance with the Tariff, and Rules and Regulations, and the applicable rates for such service now in effect or as the same shall lawfully be amended or changed from time to time.
- 7) Customer agrees to pay all utility bills and charges associated with this account by the 21st of each month. A Late Payment Charge may be levied against any account that has not paid its balance as stated on the unified bill in full each month. This charge will be computed at a percentage specified in Schedule RC applied to the unpaid delinquent balance brought forward on the subsequent month's bill. All payments received prior to the subsequent month's billing date, will apply to the Customer's account prior to calculating the Late Payment Charge. Those payments applied shall satisfy the oldest portion of the billing first, any other billings second and the current billing last. Utility service shall not be restored until all delinquencies, reconnection fees, and any applicable deposits imposed are paid in full. It is understood that if the utility bill becomes delinquent, a late fee will be assessed, and the utility service may be disconnected.
- 8) **PAYMENT INFORMATION:** Payable to "**Ticaboo Utility Improvement District**" or "**TUID**" with account number. Remit payment to: **PO Box 2140, Ticaboo UT 84533-2140**
- 9) Customer agrees to pay all utility bills and charges associated with this account by the 21st of each month.
- 10) Customer agrees to notify the District three (3) business days in advance of activation or termination of service.
- 11) The meter deposit (where applicable) will be applied to the final billing.
- 12) Customer agrees to permit access to the District, its agents or employees, to enter the premises at all reasonable times for the purposes necessary and incident to rendering of such service.
- 13) Customer warrants that he/she has the authority to sign this agreement and to grant permission to the District to enter the premises.
- 14) Customer agrees that he/she will make certain that the meters and equipment are readily accessible to the District and that there are no barriers or animals preventing reasonable access.
- 15) Customer agrees to pay any damage to the meters or equipment excepting normal wear.
- 16) Customer accepts, should a meter need to be replaced the District shall charge the customer for the new meter which is equal to the exact, or estimated, cost for the District to purchase a new meter plus a Service Fee as specified in Schedule RC.
- 17) To secure payment for services rendered, the Customer grants to the District the right to claim a lien on all real property which receives service and is either owned by the Customer or possessed by him/her as vendee under a Real Estate Contract when the bill for such services is 45 days or more delinquent.



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- 18) Any notices to be given to the Customer shall be mailed or delivered to the Customer at the address listed on this agreement.
- 19) Customer understands District absolves itself from any responsibility for damage to electric devices or appliances caused by power surges, bumps, outages, or acts of nature.
- 20) Customer agrees that all disposal of solid waste in District provided containers, will consist of household refuse, and will not include waste defined as, but not limited to; hazardous waste, car/marine batteries, oil or other petroleum products, biological waste (human or animal), appliances (i.e. dishwashers, televisions, etc.), furniture of any description, construction material of any description, yard waste (i.e. brush, limbs, trees, plants, etc).
- 21) Customer agrees that all cardboard boxes will be broken down and/or properly bundled when disposed of in District provided containers.
- 22) Customer agrees that any solid waste, not approved for disposal in District provided containers, is the Customer's responsibility for proper disposal in the Garfield County, Ticaboo Landfill, located south of Ticaboo, or other approved disposal methods.
- 23) Customer agrees that any solid waste, not approved for disposal in District provided containers, **will not** be left by, near, or around the Districts containers.
- 24) Customer agrees that all approved solid waste will be disposed of by the Customer in District provided containers specific to customers' service agreement. For instance, residential solid waste will be disposed of in residential containers, not commercial containers, and vice versa.
- 25) Customer acknowledges receipt of STATEMENT OF UTILITY CONSUMER RIGHTS AND RESPONSIBILITIES pamphlet, as provided by the District.

CUSTOMER STATES THAT HE/SHE HAS READ ALL OF THE ABOVE PROVISIONS AND AGREES TO THE SAME. CUSTOMER FURTHER UNDERSTANDS THAT ANY VIOLATION OF THESE PROVISIONS OR DISTRICT TARIFF, RULES & REGULATIONS, MAY BE SUBJECT TO FINES AND FEES AS GOVERNED/IMPOSED BY TICABOO UTILITY IMPROVEMENT DISTRICT. CUSTOMER ACKNOWLEDGES THIS SERVICE AGREEMENT IS NOT A COMPREHENSIVE RECITATION OF ALL THE RULES AND REGULATIONS OF THE DISTRICT, INCLUDING BUT NOT LIMITED TO THE TARIFF.

The application is complete and all required documents, or copies of documents, have been included.

Customer Signature

Date

FOR DISTRICT USE ONLY

District Review:

Approved

NOT Approved

Account Number: _____

Print Name

Title

Signature

Date