



Ticaboo Utility Improvement District  
Highway 276, Mile Maker 27  
PO Box 2140  
Ticaboo, UT 84533-2140  
Office: 435-788-8343  
E-Mail: TicabooUID@gmail.com

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June 5, 2013

Sharon Seamons  
PO Box 262  
Eureka, UT 84628

**RE: SERVICE AGREEMENT ACCOUNT 1002 SERVICE ADDRESS Lot # 001, 002**

| <u>Service Agreement Confirmation:</u> | <u>Rate Schedule Selected</u> | <u>kWh Included</u> | <u>Effective Date</u> |
|--|-------------------------------|---------------------|-----------------------|
|  | 1                             | 0                   | June 1, 2013          |

Sharon Seamons,

This letter is to confirm your agreement for the account number and service address listed above.

We must return your originally completed Service Agreement, as you have used it as a letter instead of an agreement, and the District cannot clearly decipher what your intentions are. As such, we have delineated what we believe were questions or comments, and tried our very best to respond to each in this letter.

As clearly indicated on the "Service Address" line, this agreement was intended only for service address Lot # 001, 002; therefore, no other reference to any of your other properties should be notated on this agreement. In the event you wish to have services connected to any of your other properties, a separate Service Agreement will have to be completed for each of those properties.

**1. *"Chip - I am confused but feel my #2 & 3 should be active"***

The District apologizes for any confusion you may have. Our records indicate that your lot numbers are **Lot # 001, 002**, as verified by the Ticaboo Mobile Home Park Platt recorded with Garfield County. If this information is incorrect you will need to submit documentation that verifies the actual lot assignments for your service address on the corner of the Ticaboo Mobile Home Park. Any changes to your lot assignments must be recorded with the Garfield County Recorder and a certified copy of that document provided to the District.

**2. *"Jim and Val are moving out on # 3 & 4 - so that needs to be inactive we cannot pay anything on that"***

Please be advised that the District has received no such information on this location from the account holders (Jim and Valerie Hills), which is not you. Therefore, you do not have

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rights or responsibilities to place the account in an inactive status. Only the present account holder may do that. Summarily, as the owners of the property, if the tenants of your property were to vacate the premises then, you may at that time request either; inactive status (\$75.00 per month plus any kWh's used), or disconnection (fee is \$120.00). You will be responsible for all charges, not the tenant.

**3. "I wish you would have had your phone # on this I would have called"**

The District clearly publishes its phone number on all of our correspondence. Our phone number is listed on your bills, and the letters that you have received from the District most recently regarding the rate increase. Please keep this number readily available for future reference **(435) 788-8343**.

**4. "No waste water"**

Water customers of the District must have wastewater (sewer) service. As indicated on the Service Agreement, in bold, you must *"Initial ALL if "Active" service was selected"*. When you use water in your home, where does it go; into the wastewater distribution system. Therefore, you cannot have one without the other. This is not an ala carte' service.

You may elect not to receive water/wastewater service. If you do, then your water service will be turned off and the meter removed, but you must submit a request for disconnection of that service in writing.

**5. "No solid waste"**

Solid Waste Management (garbage) services are community services provided by the District. No customer of the District has a District provided waste can for pick up and removal on a regular basis. The District provides for, and disposes of, household waste through community dumpsters. Therefore, all consumers of the District **must** pay for Solid Waste Management services.

Due to the condition of your original Service Agreement, it has been returned to you with highlights of missing information, as well as the responses to your comments contained in this letter. You will need to complete a new Service Agreement and have that agreement submitted to the District by **no later than June 30, 2013**. If a new Service Agreement is not received by June 30, 2013, then you will be final billed for any services for June 2013, and all of your services will summarily be disconnected.

If you have any additional questions you may contact the District at 435.788.8343, or email [TicabooUID@gmail.com](mailto:TicabooUID@gmail.com).

Thank you,

**TICABOO UTILITY IMPROVEMENT DISTRICT**

Enclosure: YES

***Providing Power, Water, Wastewater, and Solid Waste Removal since 2012***



# Ticaboo Utility Improvement District

## Service Agreement

(DAY) (MONTH)

This Agreement, established this day 30 of 2013, 2013 between the Ticaboo Utility Improvement District ("District") and **Sharon Seamons**, ("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.

### Customer Information

Type of Service: (Check only those that apply)

Residential Electric Service

Residential Water, Wastewater, & Solid Waste Management Services

Active or  Inactive

Active or  Inactive or  Livestock Water Only

*Chip - I am confused But feel my #2 & 3 should be active -*

Date Service to Begin:

June 1, 2013

Name of Customer:

Sharon Seamons

Last Four of Customers Social Security #:

5242

Date of Birth of Customer:

Dec 3 1930

Driver's License No. of Customer:

009974793

(Provide a copy of Driver's License)

Number

Issuing State

Customer Billing Address:

(Where the bills should be mailed)

Box 262  
Europa UT 84628

Phone:

E-mail:

Service Address:

Lot # 001, 002

Ticaboo, Utah 84533

Utility Reference:

Utility Company Name:

Utility Company Address:

Utility Company Phone Number:

### Payment for Utility Services

Due: 21st of each month

Payable to: Ticaboo Utility Improvement District OR TUID

Remit payment to: PO Box 2140  
Ticaboo, UT 84533-2140

*Thank you for all you do - Maria*

*I wish you would have had your phone # on there. I would have called*

*Jim and Val are moving out on #3 & 4 - so that need to be inactive we cannot*



## Ticaboo Utility Improvement District Service Agreement

### Terms, Conditions and Requirements:

- Any Customer and/or property receiving District services for the first time (previously vacant or no previous services) will be charged the following standard hookup fees (this is not a development Tap Fee for electricity):

|                                       |           |             |
|---------------------------------------|-----------|-------------|
| ✓ \$1,500 for residential electric    | \$        | 0.00        |
| ✓ \$1,500 for residential water/sewer | \$        | 0.00        |
| ✓ \$2,500 for Commercial electric     | \$        | 0.00        |
| ✓ \$2,500 for Commercial water/sewer  | \$        | 0.00        |
| <b>Amount collected</b>               | <b>\$</b> | <b>0.00</b> |

- New services added 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.
- Regardless of previous District service history, when initiating a new Service Agreement, the following is required before services will be initiated:
  - Customer must choose an Electric Rate Schedule, based upon their needs, for electric service (check ONE):

| No. | Schedules                           | Monthly Base Rate | Energy Charge                    | Check One                           |
|-----|-------------------------------------|-------------------|----------------------------------|-------------------------------------|
| 1   | Residential Service                 | \$75.00           | 70¢/kWh all kWh's                | <input checked="" type="checkbox"/> |
| 5   | Residential Service ≤ 2,400 kWh/yr  | \$152.00          | 70¢/kWh all kWh's over 2,400/yr  | <input type="checkbox"/>            |
| 6   | Residential Service ≤ 4,800 kWh/yr  | \$232.00          | 70¢/kWh all kWh's over 4,800/yr  | <input type="checkbox"/>            |
| 7   | Residential Service ≤ 7,200 kWh/yr  | \$300.00          | 70¢/kWh all kWh's over 7,200/yr  | <input type="checkbox"/>            |
| 8   | Residential Service ≤ 9,600 kWh/yr  | \$356.00          | 70¢/kWh all kWh's over 9,600/yr  | <input type="checkbox"/>            |
| 9   | Residential Service ≤ 12,000 kWh/yr | \$400.00          | 70¢/kWh all kWh's over 12,000/yr | <input type="checkbox"/>            |

**Initial ALL**

- Electric Rate Schedule No. 1, is charged all kWh's used during all months
- Electric Rate Schedules No. 5-9, are charged an equalized monthly charge based upon a block of power for one year.
- Service Agreement automatically renews, unamended, each June 1st, unless the Customer signs a new agreement.
- Customer accepts responsibility for tracking their own use, and accepts that any kilowatt hours used over the block of power, will be charged at the higher kWh rate.
- Customer accepts responsibility for knowing and understanding the Electric Rate Schedules as published by the District.
- Customer acknowledges that selecting "Inactive" electric service means service will be turned off.



## Ticaboo Utility Improvement District Service Agreement

- b. If a Customer has chosen to receive "**Active**"; water, wastewater, and solid waste management services, the Customer must acknowledge the following monthly "**Active**" rates in existence:

**Initial ALL if "Active" service was selected**

- |            |                                 |                  |
|------------|---------------------------------|------------------|
| _____ i.   | Water Base Rate                 | \$ 39.00/month   |
| _____ ii.  | Water Use >10,000 gallons/month | \$ 0.0025/gallon |
| _____ iii. | Wastewater Base Rate            | \$ 28.00/month   |
| _____ iv.  | Solid Waste Management Rate     | \$ 12.00/month   |

*No waste water  
no solid waste*

- c. If a Customer has chosen to receive "**Inactive**"; water, wastewater, and solid waste management services, the Customer must acknowledge the following monthly "**Inactive**" rates in existence:

**Initial ALL if "Inactive" service was selected**

- |            |  |                  |
|------------|--|------------------|
| _____ i.   | Water Base Rate  | \$ 12.00/month   |
| _____ ii.  | Water Use >10,000 gallons/month  | \$ 0.0025/gallon |
| _____ iii. | Wastewater Base Rate   | \$ 14.00/month   |
| _____ iv.  | Solid Waste Management Rate  | \$ 5.00/month    |
| _____ v.   | Selecting " <b>Inactive</b> " service means the services will be turned off until placed in " <b>Active</b> " status |                  |

- d. If a Customer has chosen to receive "Livestock Water Only", the Customer must acknowledge the following monthly "Livestock Water Only" rates in existence:

**Initial ALL**

- |           |                                  |                  |
|-----------|----------------------------------|------------------|
| _____ i.  | Livestock ONLY Water Rate        | \$ 61.00/month   |
| _____ ii. | Water Use > 15,000 gallons/month | \$ 0.0025/gallon |



## Ticaboo Utility Improvement District Service Agreement

e. The following fees must be paid by check or money order, prior to any connection of service:

|   |           |             |
|---|-----------|-------------|
| ✓ A deposit for electric service <sup>1</sup>                     | \$        | 0.00        |
| ✓ A deposit for water/sewer service <sup>2</sup>                  | \$        | 0.00        |
| ✓ Meter Deposit - Electric  | \$        | 0.00        |
| ✓ Meter Deposit - Water   | \$        | 0.00        |
| ✓ Connection Fee for electric service                             | \$        | 0.00        |
| ✓ Connection Fee for water/sewer service                          | \$        | 0.00        |
| ✓ New customer service charge for garbage services                | \$        | 0.00        |
| ✓ One-month charge at the current electric base rate <sup>3</sup> | \$        | 0.00        |
| ✓ One-month charge at the current water base rate                 | \$        | 0.00        |
| ✓ One-month charge at the current sewer base rate                 | \$        | 0.00        |
| ✓ One-month charge at the current garbage base rate               | \$        | 0.00        |
| ✓ Previous amounts owed   | \$        | 0.00        |
| <b>Amount collected</b>   | <b>\$</b> | <b>0.00</b> |

**Check or Money Order #**

**COMMENTS:** For existing customers, no charges will be assessed.

<sup>1</sup> Electric Service Deposits are refundable to property owners after 12 consecutive months of no late payments with interest at a rate of 1% per annum. Deposits from renters are retained for the duration the services provided (additional terms and conditions apply).

<sup>2</sup> Water/Sewer Deposits are refundable to property owners after 12 consecutive months of no late payments, no interest. Deposits from renters are retained for the duration the services are provided (additional terms and conditions apply).

<sup>3</sup> All One-month Charges are applied to the first month of billing.



## Ticaboo Utility Improvement District Service Agreement

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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.
3. 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.
4. Customer agrees to pay all utility bills and charges associated with this account within twenty days after receipt of bill. It is understood that if the utility bill becomes 30 days delinquent, a late fee will be assessed, and the utility service may be disconnected. Utility service shall not be restored until all delinquencies, reconnection fees, and any applicable deposits imposed are paid in full.
5. Customer agrees to notify the District three (3) business days in advance of termination of service.
6. The meter deposit (where applicable) will be applied to the final billing.
7. 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.
8. Customer warrants that he/she has the authority to sign this agreement and to grant permission to the District to enter the premises.
9. 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.
10. Customer agrees to pay any damage to the meters or equipment excepting normal wear.
11. 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 as vendee under a Real Estate Contract when the bill for such services is 45 days or more delinquent.
12. Any notices to be given to the Customer shall be mailed or delivered to the Customer at the address listed on this agreement.
13. 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.



# Ticaboo Utility Improvement District Service Agreement

14. 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, yard waste (i.e. brush, limbs, trees, plants, etc).
15. Customer agrees that all cardboard boxes will be broken down and/or properly bundled when disposed of in District provided containers.
16. 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.
17. 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.
18. 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.
19. Customer acknowledges receipt of STATEMENT OF UTILITY CONSUMER RIGHTS AND RESPONSIBILITIES, as provided on the following pages.

18 6

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.

Sharon Seamon  
Customer Signature

20 May 2013  
Date

**District Review:**

Sharon Seamon  
Print Name

20 May 2013  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date