

Exhibit A

Redline Tariff Sheets Showing Substantive Changes

Regulation Charges

The charges listed below are generally nonrecurring charges associated with each service offered by the Ticaboo Utility Improvement District. Recurring charges for the various services are listed in the corresponding rate schedules for each particular service. The details of the various fees, recurring and nonrecurring, are contained in the regulations for each service.

AVAILABILITY: In all service territory served by Ticaboo Utility Improvement District in the state of Utah.

APPLICATION: For all Customers utilizing the services of Ticaboo Utility Improvement District as defined and described in the tariffs for electric, water, wastewater, and solid waste services, and in the District's Rules and Regulations.

GENERAL CHARGES	
Service Call Charge:	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$50.00
All other times	\$100.00
Late Payment Charge	12% per month on delinquent balance
Returned Payment Charge	\$25.00
Security Deposit :	
Residential	The estimated average 60 day billing period at the premises but not less than \$200.00.
Small Commercial	Not to exceed the estimated average 90 days bill at the premises but not less than \$5,000.00.
Large Commercial	Not to exceed the estimated average 90 days bill at the premises but not less than \$10,000.00.
Interest on Deposits	
Residential	1% per annum
Non-residential	1% per annum
Deferred payment agreement interest charge	12% per annum

ELECTRIC CHARGES	
Hookup Fees - Electric Service	
Residential	\$1,500.00 per incident
Commercial	\$2,500.00 per incident
New Connection Fees -Electric Service	
Residential	\$500.00 per incident
Commercial	\$500.00 per incident
Electric Impact Fees	
Residential	\$3,500.00 per incident
Commercial	\$3,500.00 per incident
Meter Verification Fee	\$30.00 per unit
Meter Repairs/Replacement	Actual repair or replacement cost
Meter Test Deposit	
Residential	Actual cost but not less than \$150.00 per incident
Small Commercial	Actual cost but not less than \$500.00 per incident
Large Commercial	Actual cost but not less than \$500.00 per incident
Meter Test for Accuracy	
Once in twelve months	No Charge
Two or more times in twelve months	\$120.00 For Each Additional Test
Monthly meter rental fee	3% of the cost of the meter
Reconnection/Disconnection Charges	
Residential	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$120.00 per incident
All Other Times	\$150.00 per incident
Small Commercial	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$260.00 per incident
All Other Times	\$290.00 per incident
Large Commercial	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$400.00 per incident
All Other Times	\$430.00 per incident
Tampering/Unauthorized Reconnection Charge	\$1,000.00 <u>per day per incident</u>

ELECTRIC CHARGES (continued)	
Extension Facilities Charges on Facilities at less than 25,000 Volts	
Installed at Customer's expense	0.25% per month
Installed at District's expense	1.25% per month
Extension Facilities Charges on Facilities at and above 25,000 Volts	
Installed at Customer's expense	0.20% per month
Installed at District's expense	1.00% per month
Temporary Service Charge: (Charge is for connection and disconnection)	
Service Drop and Meter Only	Actual Cost for single or three-phase

WATER CHARGES	
Hookup Fees - Water Service	
Residential	\$750.00 per incident
Commercial	\$750.00 per incident
New Connection Fees -Water Service	
Residential	\$500.00 per incident
Commercial	\$500.00 per incident
Water Impact Fees	
Residential	\$3,500.00 per incident
Commercial	\$3,500.00 per incident
Meter Verification Fee	\$30.00 per unit
Meter Repairs/Replacement	Actual repair or replacement cost
Meter Test Deposit	
Residential	Actual cost but not less than \$150.00 per incident
Small Commercial	Actual cost but not less than \$500.00 per incident
Large Commercial	Actual cost but not less than \$500.00 per incident
Meter Test for Accuracy	
Once in twelve months	No Charge
Two or more times in twelve months	\$120.00 For Each Additional Test
Monthly meter rental fee	3% of the cost of the meter
Reconnection/Disconnection Charges	
Residential	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$100.00 per incident
All Other Times	\$130.00 per incident
Commercial	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$200.00 per incident
All Other Times	\$230.00 per incident
Tampering/Unauthorized Reconnection Charge	\$1,000.00 <u>per day per incident</u>

WASTEWATER CHARGES	
Hookup Fees - Wastewater Service	
Residential	included with water hookup fee
Commercial	included with water hookup fee
New Connection Fees -Wastewater Service	
Residential	included with water new connection fee
Commercial	included with water new connection fee
Wastewater Impact Fees	
Residential	included with water impact fee
Commercial	included with water impact fee
Reconnection/Disconnection Charges	
Residential	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$100.00 per incident
All Other Times	\$130.00 per incident
Commercial	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	\$200.00 per incident
All Other Times	\$230.00 per incident
Tampering/Unauthorized Reconnection Charge	\$1,000.00 <u>per day per incident</u>

SOLID WASTE CHARGES	
Service Fee (due at the beginning of service)	
Residential	\$100.00
Commercial	\$200.00
<u>Tampering/Unauthorized Reconnection Charge</u>	<u>\$1,000.00 per day per incident</u>

SPECIAL SERVICES	
Utility locator service	\$200.00 per request
Customer information screen print	
Customer requesting information on their own account	No Charge
Authorized third party requests*	\$4.00 per screen print
<u>*Requests that do not lead to bill corrections, or requests that result in billing corrections for which the District was not at fault, will be subject to this charge.</u>	
Research labor	\$40.00 per hour
Electronic data extraction	Actual cost
Profile metering data or special contract account	Actual cost but not less than \$50.00 per month
*Requests that do not lead to bill corrections, or requests that result	\$75.00 per incident
<u>Administrative Fee</u>	<u>\$40.00 per hour</u>

ELECTRIC SERVICE REGULATIONS
of
TICABOO UTILITY IMPROVEMENT DISTRICT
for
ELECTRIC SERVICE
in the
STATE OF UTAH
under
PUBLIC SERVICE COMMISSION OF UTAH

REGULATION R02: General Definitions

Section 02.01 Definitions

The following terms when used in this Tariff and in the Application or Electric Service Agreement shall have the meanings given below unless clearly indicated otherwise.

- 1) Active Connection - A connection through which a property owner or customer is receiving utility service and paying for such service under the appropriate Rate Schedule.
- 2) Administrative Fee - A fee charged by the District to cover administrative costs as listed on Schedule RC.
- ~~2)3)~~ Agreement - See Electric Service Agreement.
- ~~3)4)~~ Agreement Period - The period of time for which an Electric Service Agreement or other contract for the provision of Service by the District is effective.
- 4)5) Applicant - Any person, corporation, partnership, or other entity that applies to the District for Electric Service. May also mean an entity that applies to the District to provide backbone in development or applies for other services under the Tariff such as relocation.
- 6) Application Fee - A fee required to submit an application to the District as listed on Schedule RC.
- ~~5)7)~~ Application or Application for Electric Service - The initial written request by an Applicant for provision of Electric Service by the District.
- 8) Budget Billing - Billing where the base rate and a designated total kilowatt hours for 12 months are budgeted over a 12-month period. Budget billing involves a Customer Charge for base and budgeted kWh use, with a higher per kWh rate if the participant exceeds the allowed kWh's in any 12-month period.
- ~~6)9)~~ Capacity - Electrical load that equipment or electrical system can carry.
- ~~7)10)~~ Commission - The Public Service Commission of Utah.
- 11) Connection Fee - A fee for the connection and inspection of any pipe, line, meter, or appurtenance to connect to a gas, water, sewer, storm water, power, or other utility system of a municipality, county, local district, special service district, or private entity, which is connected from the tap to the structure.
- ~~8)12)~~ Contiguous Property - Legally separate parcels of real property that are next to one another or otherwise share a common boundary line and are owned by the same owner and are considered contiguous by the presiding County Recorder for tax purposes. Parcel separated by a public road or street are not contiguous.
- 13) Contiguous Developed Properties - Contiguous Properties of which one of the parcels is a Developed Property and the other parcels are one or more (up to 3) Contiguous Vacant Properties OR Contiguous Properties of which two or more of the parcels from a Joint-

developed Property and the other parcels are one or more (up to 3) Contiguous Vacant Properties.

- ~~9)~~14) Contract Demand - The specified demand in kilowatts that the Customer contracts with the District to supply and which the District agrees to have available for delivery to the Customer.
- ~~10)~~15) Contract Year - The period between the date of commencement of Service under the Application for Electric Service, Electric Service Agreement or contract and the same date of the following year.
- ~~11)~~16) Customer - Any person, firm, partnership, company, corporation, organization, governmental agency, political subdivision, municipality, or other entity contracting with the District for utility service at one location and at one point of delivery.
- ~~12)~~17) Customer's Installation - The wiring and apparatus owned by the Customer and on the Customer's side of the Point of Delivery (except the District's metering equipment) useful in connection with the Customer's ability to take Service.
- ~~13)~~18) Deferred Payment Agreement - An agreement to receive or to continue to receive residential Electric Service pursuant to Electric Service Regulation No. ~~10~~10 and to pay an outstanding debt or delinquent account owed to the District.
- ~~14)~~19) Demand - The rate in kilowatts at which electric energy is delivered by the District to the Customer at a given instant or averaged over any designated period of time. For billing purposes, Demand means the 15-minute period of the Customer's greatest use during the particular month.
- 20) Developed Property - A property where tap(s) exist with a structure on the property suitable for residential living or a commercial business. A property with storage, not suitable for habitation, or not defined as a domicile is not a Developed Property and is considered a Vacant Property.
- ~~15)~~21) Disconnection of Service - See Termination of Service.
- ~~16)~~22) District - The Ticaboo Utility Improvement District.
- ~~17)~~23) Electric Service - The availability of electric power and energy at the Customer's point of delivery, irrespective of whether electric power and energy is actually used.
- ~~18)~~24) Electric Service Agreement - The contract or agreement between the District and the Customer for provision of Electric Service. As context requires, Electric Service Agreement may also encompass Special Contracts in addition to the District's standard Electric Service Agreement.
- ~~19)~~25) Energy - Electric energy measured in kilowatt-hours.
- ~~20)~~26) Extension or Line Extension - A branch from, or a continuation of, a District-owned transmission or distribution line. An Extension may be single-phase, three-phase, a conversion of single-phase line to a three-phase line, or the provision of additional capacity in existing lines or Facilities. The District will own, operate, and maintain all Extensions made under Electric Service Regulation No. 12
- ~~21)~~27) Facilities - Equipment, structures, and other installations, including but not limited to electrical transmission lines, poles, transformers, meters, and other equipment useful in the

transmission of electric power or provision of Electric Service. Also, as required by context, Facilities may mean equipment, structures, installations, and infrastructure useful in the provision of water, wastewater, and solid waste service by the District.

~~22)~~28) Highly Fluctuating Loads - Loads having high demands of short duration or having an abnormal effect on voltage requiring that the District provide additional or excess investment in transformers, service or other Facilities.

~~23)~~29) Hookup Fee - As defined by Utah Code Title 11, Chapter 36a, Section 102 of the Impact Fees Act, "means a fee for the installation and inspection of any pipe, line, meter, or appurtenance to connect to a gas, water, sewer, storm water, power, or other utility system of a municipality, county, local district, special service district, or private entity."

~~24)~~30) Impact Fee - As defined by Utah Code Title 11, Chapter 36a, Section 102 of the Impact Fees Act, "means a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure."

31) Joint-developed Property - is a combination of two or more Developed Properties on which the structure qualifying each parcel as Developed Property extends across the multiple parcels that make up the Joint-developed Property (e.g., a single house that is built on portions of two parcels). Contiguous Property where a structure (i.e. home or commercial business) exists on one property, and a detached garage exists on the Contiguous Property is not considered a Joint-developed Property.

32) kWh - Is the abbreviation for kilowatt hours, a measurement of use which is billed to the customer monthly.

33) Landlord - A person or company who is empowered through contract or agreement with the Property Owner to act as agent for the collection of rent/lease fees, including situations in which the Property Owner is a governmental entity.

~~25)~~34) Load Limiter - A device that automatically interrupts Electric Service when the preset demand is exceeded.

~~26)~~35) Meter - A device used to measure the electricity transmitted from the District to a Customer.

36) Meter Test Deposit Fee - Upon written request, the District shall promptly test the accuracy of a customer's meter. If the meter has been tested within 12-months preceding the date of the request, the District may require the customer to make a deposit as listed on Schedule RC

~~27)~~37) Month or Billing Month - The period of approximately thirty (30) days between regular successive billing dates.

~~28)~~38) Partial Requirements Service - Service to a load which is partially or wholly served from another source of power.

~~29)~~39) Point of Delivery - The point, unless otherwise specified in the Application for Electric Service, Electric Service Agreement or contract, at which the District's Facilities are connected with the Customer's Installation.

- ~~30)~~40) Power Factor - The percentage determined by dividing the average power use in kilowatts (Real Power) by the average kilovolt-ampere power load (Apparent Power) imposed upon the District by the Customer.
- ~~31)~~41) Premises - All the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway, other public thoroughfare, or railway.
- ~~32)~~42) Property Owner - ~~The person, persons, entity, or entities that own(s) a particular piece~~An owner of real property— within the District's boundaries as record within the respective county recorder's office.
- ~~33)~~43) Rated Capacity -The electrical load for which equipment or an electrical system is designed.
- ~~44)~~ Reconnection/Disconnection Charges - Each time a Customer, eligible to receive electric service, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been previously used by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection at the same point of delivery, that Customer shall be charged a reconnection fee as listed on Schedule RC. Each time a Customer stops receiving service, for any reason, that Customer shall pay a disconnection fee as listed on Schedule RC.
- ~~34)~~45) Residential Service - Electrical Service furnished to Customers for (1) domestic purposes in single-family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges, and clubs, do not qualify as Residential Service.
- ~~35)~~46) Schedule Billing - The total charges for Service, including minimums, computed in accordance with the District's applicable rate schedule.
- ~~36)~~47) Service - See Electric Service. The word "Service" may also be used to refer to the wires between the District's supply and the Customer's entrance conductors.
- ~~37)~~48) Service Classification - The classification of utility service as either residential or commercial.
- ~~38)~~49) Solid Waste Service - Trash service provided by the District through use of community trash containers accessible to all District customers.
- ~~39)~~50) Special Contract - A contract between the District and a Customer that varies from the District's standard Electric Service Agreement. A Special Contract is the equivalent of an Electric Service Schedule with respect to the Customer to which it applies since it establishes the pricing provisions and conditions under which Electric Service is provided to that Customer.
- ~~40)~~51) Standby Connection - The connection, or a connection that would be available upon request, to any property within the District's service area to which the District is obligated and prepared to deliver utility service on demand but to which the District does not currently provide utility service.
- ~~41)~~52) Standby Fee - The fee required to be paid for a standby connection within the District.
- ~~42)~~53) Subdivision - An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.

54) Tampering/Unauthorized Reconnection Charge - means a fee imposed by the District when a Connection, which has previously been disconnected or abandoned has been reconnected or used without prior written notification and permission to and by the District. This charge may also be applied in circumstances where the District's equipment has been tampered with or damaged as a result of tampering. This charges are listed on Schedule RC.

43)55) Tap – An available connection to electrical, water, or wastewater service that is present on a particular property. In the case of electrical service, a Tap consists of a connection from District power distribution lines to a particular property and terminating on that property. In the case of water service, a Tap consists of a lateral pipe leading from a District water main to the particular property, and terminating on the property. In the case of wastewater service, a Tap exists when a sewer lateral line is installed to connect the property to the sewer main line

44)56) Tariff - Together, these Electric Service Regulations and the various Electric Rate Schedules published by the District.

45)57) Temporary Service - Service requested for a limited or uncertain period of time at the end of which the Facilities will no longer be needed and will likely be removed. These Facilities include, but are not limited to, service for construction power, seasonal sales lots, carnivals, rock crushers, or paving plants.

58) Tenant - A person or persons who rent or lease property from the Property Owner.

46)59) Termination of Service - The disconnection of Electric Service to a Customer at a particular location.

47)60) Unified Billing - The inclusion of billed amounts for all utility services on a single bill from the District.

48)61) Utility Service - Electric, Water, Wastewater, or Solid Waste service, together or individually.

49)62) Water Service - Culinary water service provided by the District.

50)63) Wastewater Service - Sewer service provided by the District.

Section 02.02 Rules of Construction and Severability

Rules of Construction - The singular number includes the plural where the context and application of the rules and regulations contained herein reasonably suggest. Words in the present tense include the future. Words used in the masculine gender comprehend, as well, the feminine, and neuter. The word "person" includes bodies politic and any individual, partnership, association, corporation or group of individuals, however styled or designated.

Conflicts and Invalidity Clause - If any provision, paragraph, word, section, or chapter hereof is invalidated by any court of competent jurisdiction or by an state or federal statue, the remaining provisions, paragraphs, words, sections, and chapters hereof shall not be affected and shall continue in full force and effect.

REGULATION R03: Electric Service Agreements

Section 03.01 Application for Service

Each Applicant for Electric Service may be required to sign the District's standard Application for Electric Service or a contract before Service is supplied by the District. For Electric Service in large quantity or under special conditions, the District may require a suitable written agreement or Special Contract. No such agreement, contract, or any modification thereof shall be binding upon the District until executed by a duly authorized representative of the District. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the District and of the Customer.

In any case where two or more parties join in one Application for Electric Service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for Electric Service supplied in accordance therewith.

When a change of occupancy occurs, notice of such change must be given to the District prior to the date of such change. The outgoing Customer will be held responsible for all Electric Service supplied at the location according to Section 10.03.

Transfer of Service requires that the person to whom the Service is to be transferred make application to the District, qualify as a Customer, and agree to assume responsibility for the billing for Service, including minimums, from that date forward.

Section 03.02 Requirement for Other Utility Services

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.

Section 03.03 Standby Fees

Every Property Owner within the District who owns property for which utility service(s) are available (meaning that a Tap for any utility service is present on the property) is obligated to pay the Standby

Fee for each utility service offered by the District if not actively receiving the utility service. The Standby Fee allows owners of properties without utility service, but for which the District holds utility service ready for connection upon request, to bear their share of the expense of maintaining the availability of utility services. Property owners shall be jointly and severally liable for Standby Fees.

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.

Section 03.04 Implied Service Agreements

In the absence of a signed application, agreement or contract, the delivery of Electric Service by the District and the acceptance thereof by the Customer shall be deemed to constitute an agreement under the same terms as the District's standard Electric Service Agreement by and between the Customer and the District.

Section 03.05 Electric Service Schedule Precedence

These Regulations and the applicable Electric Service Schedules are hereby made a part of each Electric Service Agreement, express or implied. In case of a conflict between any of the provisions of the agreement or contract, Electric Service Schedules and these Electric Service Regulations, the provisions of the relevant Electric Service Schedule will take precedence followed by the provisions of these Electric Service Regulations.

Special Contracts may be necessary due to unique circumstances when the standard Electric Service Schedules do not apply. A Special Contract is the equivalent of an Electric Service Schedule with respect to the Customer to which it applies since it establishes the pricing provisions and conditions under which Electric Service is provided to that Customer. All Special Contracts must be filed with the Public Service Commission. Conflicts between a Special Contract and the Electric Service Regulations of which the District is aware will be specified when the contract is filed. In the case of a conflict between any of the provisions of a Special Contract and these Electric Service Regulations, the provisions of the Special Contract shall take precedence over the Electric Service Regulations.

Section 03.06 Selection and Changes of Electric Service Schedule

Where optional Electric Service Schedules are available, the District will assist the Customer, upon request by the Customer, in the selection of the Electric Service Schedule most favorable for the Customer's requirements. The recommendation to the Customer will be based on the Customer's statement of the class of Electric Service required, the amount and manner of use, and other pertinent information. The District shall not be liable for any errors with respect to the information received from the Customer. A Customer being billed under one or more optional Electric Service Schedules

applicable to his/her class of Service may elect to be billed on any other applicable Electric Service Schedule by notifying the District in writing; the District will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Electric Service Schedule may not make another such change within the next 12 months, unless altered conditions or other good cause as determined by the District justify a change within a shorter period.

Section 03.07 Renewal and Termination of Service Agreements

At the expiration of the term stated in the Electric Service Agreement or contract, or any renewal thereof, or any extended term thereof, the Agreement or contract shall remain valid from month to month unless either the District or the Customer provides 30 days' notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

Section 03.08 Customer's Right to Cancel Agreement

Where the Customer entirely suspends use of utility service during the Agreement Period with the intention to permanently terminate such service, the Customer's obligation to take Service pursuant to the Agreement may be suspended by written notice to the District not less than 90 days before the effective date of such proposed suspension of Service, unless otherwise provided in the applicable Electric Service Schedule or in the Electric Service Agreement.

Cancellation of the Agreement pursuant to this section releases the Customer from his/her obligation to take Service pursuant to the Agreement. Such cancellation does not release the Customer from the obligation to pay standby fees for utility services. Standby fees must be paid unless the Customer elects to permanently abandon all utility services for the particular property in accordance with Section 3.12.

No such suspension of Electric Service shall release the Customer from his/her obligation under any term minimum guarantees based on special investments made by the District to serve the Customer. If after a suspension of Electric Service pursuant to this section the Customer resumes operations within the original Agreement Period, at the option of the District the Agreement may be renewed for the remainder of the Agreement Period and for an extended period equal to the original period plus the time during which operations were suspended. If the discontinuance by the Customer is a breach of the Agreement, the right of the District to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach.

Section 03.09 Default By Customer

For any default or breach by the Customer of an Electric Service Agreement or other contract with the District, including failure to pay bills within the time periods specified in Electric Service Regulation No. 08, the District in addition to all other legal remedies, may terminate the Electric Service Agreement

in accordance with Electric Service Regulation No. 10 or suspend Service in accordance with Electric Service Regulation No. ~~04.04~~.

Failure to comply with the requirements of other utility services provided by the District (as described in Section 03.02) shall be treated the same as if the Customer had failed to comply with the requirements for Electric Service as contained in these Regulations. Default, breach, or nonpayment for any District utility service shall be grounds for termination of Electric Service in accordance with Regulation No. ~~10-10~~.

Section 03.10 Eligibility for Residential Service

Residential Electric Service is to be conditioned upon payment of deposits where required, subscription to other District utility services as described in Section 03.02, and payment of all outstanding debts for past utility service owed by the Applicant to the District. However, an Applicant unable to pay a delinquent account balance may be eligible to enter into a deferred payment agreement under the provisions of Electric Service Regulation No. ~~10-10~~. Residential Service shall be provided to an Applicant without consideration of an outstanding debt which was incurred prior to the commencement of a divorce or separate maintenance action in the courts and which was in the name of a former spouse. An Applicant is ineligible for Electric Service if at the time of application, the Applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the Applicant and delinquent account holder also cohabited during the time the delinquent account holder received the utility's Service, whether such Service was received at the Applicant's present address or another address. Electric Service may be denied at any time if unsafe conditions exist, the Applicant has given false information in connection with any utility service application, or the Applicant has tampered with utility meters, lines, or other District property.

Section 03.11 Availability of Facilities

The District shall not be required to maintain Facilities in place or to continue the availability of Facilities installed for the Customer's Service when (a) Facilities are not being utilized to provide service in accordance with an Electric Service Agreement or (b) no contract providing for continuing availability at a stated capacity is in effect. Such Facilities that have not been used during the last 12 months may be subject to removal. The decision to remove said Facilities shall be at the District's sole discretion. The decision for such removal shall be based on but not limited to (1) revenue potential of Facilities, (2) safety hazards, (3) availability of workforce, and (4) length of time Facilities are expected to remain idle.

Section 03.12 Abandonment of Utility Services

A Property Owner may choose to permanently abandon all utility services and physical taps for a particular property- in accordance with the District's rules and regulations. Permanent abandonment of

utility services will only be allowed if the property in question has been continuously vacant and unused for at least 24 months prior to the request, and the Property Owner's account(s) with the District are current and in good standing. To permanently abandon utility services and taps, the Property Owner must complete and submit to the District an Abandonment of Utility Services and Taps Application. ~~The Property Owner must also either (1) pay the District for removal of all electric, water, and wastewater connections on the property or (2) engage a district-approved contractor to perform such removals.~~

The Property Owner must pay standby fees for all utility services until such time as ~~all electric, water, and wastewater connections are removed from the property and the~~ District ~~is given opportunity to confirm such removals,~~ approves the Abandonment of Utility Services and Taps Application. The Property Owner shall not be obligated to pay standby fees for any District utility services from the date on which the District ~~confirms that all utility service connections have been removed from the property.~~ Upon notification that such removal has been completed, the District shall inspect the property ~~to confirm that removal has been completed within 5 business days of notification~~ notifies the Property Owner in writing that the Abandonment of Utility Services and Taps Application has been approved.

The Property Owner must acknowledge in writing that by abandoning all utility services and taps, reconnection of the particular property, whether owed by the current Property Owner or his/her successors in interest, will require payment of new Tap Fees, Connection Fees, Hookup Fees, Impact Fees and any other fees in place in the District at the time of reconnection for electric, water, wastewater, and solid waste services. These fees will be imposed whether or not the services have been completely removed from the property or just abandoned in place. The Property Owner must also acknowledge in writing that the requirements for reconnection to District utility services shall be disclosed to any person or entity acquiring an interest in the particular property and all fees are subject to change at any time.

If at any time the District finds the abandoned utility services or taps are being used, or the property with abandoned services and taps becomes developed prior to proper application and payment of fees for establishing service the District shall impose a fine for each violation as defined in the District's Regulation Charges and shall require the Property Owner to physically remove the taps at the Property Owners expense by either:

- Paying the District for removal of all electric, water, and wastewater connections on the property plus any applicable administrative fee imposed by the District, or;
- Engaging a district-approved contractor to perform such removals plus any applicable administrative fee imposed by the District.

The District shall cause such abandonment of utility services and taps to be recorded with the proper county office under the records of the particular parcel.

REGULATION R08: Billings

Section 08.01 Unified Billing

The District will send each customer a unified bill each billing cycle for all utility services that the District provides (electric, water, wastewater, and solid waste). Nonpayment or incomplete payment of a unified bill may result in disconnection in any or all of the utility services provided by the District pursuant to these regulations and detailed in Section 10.01.

Section 08.02 Electric Service Billings

The District will bill Customers on a monthly basis, based on actual or estimated meter readings. Actual meter readings will be used unless a meter reader is unable to gain access to a meter reading, in which case the District will take appropriate additional measures in an effort to get an actual meter reading. These measures shall include, but are not limited to, scheduling of a meter reading at other than normal business hours, making an appointment for meter reading, or providing a prepaid postal card with a notice of instruction upon which a Customer may record a meter reading. If after two regular route visits, access has not been achieved, the District will notify the Customer that he must make arrangements to have the meter read as a condition of continuing service. If the District cannot make an actual meter reading, after taking all of the actions listed, then the District will give an estimated bill for the current billing cycle, provided that actual readings shall occur at least once in each two month period. (R746-200-4(B)).

All accounts will be created and held by the Property Owner or Property Owner's designated Landlord. Tenants may not create an account with the District, nor will the Tenant be held responsible for any payment of utility services on a monthly basis to the District. The Property Owner, or their designated Landlord, will be responsible for all aspects of the District's utility services, including by not limited to, service and regulation charges.

The District will allow the Property Owner, or their designated Landlord, to pass-through, or have included in the Property Owner's lease/rental agreement with the Tenant the actual costs for utility services. The Property Owner, or their designated Landlord, may not mark-up or increase the cost for utilities for their benefit or profit. A Property Owner, or their designated Landlord may only charge a Tenant the actual cost of utility service as billed to the Property Owner, or their designated Landlord, by the District.

If the Property Owner has enrolled in one of the budget billing schedules of the District, the Property Owner may not charge more than the District charges.

Where a Property Owner is not enrolled in one of the District's budget billing schedules, the Property Owner may pass on the cost for utility services including per kWh costs, but may not detail that charge

as a per kWh rate or per gallon. Per kWh, and per gallon, charges are reserved for the District's billing, by the District only.

As exception to this regulation may be made by, and at the sole discretion of the District under the following conditions:

- An existing Customer of the District who is a Tenant of the Property Owner, and has been in good standing with the District for more than one (1) year prior to the adoption of this regulation may continue as the Customer of the District and Keep their account active.
- If the existing Customer disconnects or otherwise terminates their agreement either voluntarily or involuntarily, and wishes to re-connect utility services, then the re-connections must be handled by the Property Owner, or their designated Landlord, who will then be responsible for all utility services going forward.

Customers shall have 20 days from the date a bill is prepared to pay the new balance, which date will be the statement due date. (R746-200-4(E)~~)).~~

Section 08.03 Late Payment Charge

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.

Section 08.04 Returned Payment Charge

A charge, as specified in Schedule RC₂, may be assessed and collected by the District for each returned payment.

Section 08.05 Disputed Bill

The District will attempt to resolve all disputes concerning bills by negotiation. If the negotiation does not resolve the dispute, the account holder may obtain informal and formal review of the dispute as set forth in R746-200-8₂, Informal Review, and R746-200-9₂, Formal Review. While a Customer is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due. (R746-200-4(F)~~)).~~

Section 08.06 Proration

Under certain circumstances the District may prorate all or certain portions of a Customer's unified bill.

Prices may be prorated for power charges, facilities charges, customer charges and other charges. Quantities may be prorated between different prices for energy charges. For rate schedules that have energy blocks, the size of the blocks may be prorated.

The following circumstances will result in proration:

Opening and Closing Bills and Seasonal

Disconnections

~~a) Opening and Closing Bills and Seasonal Disconnections~~

Customer bills issued for the start and close of service and customer bills issued for seasonal disconnection of service will be prorated proportional to the number of days in the billing period and a standard 30 day billing period.

Non-standard Billing Periods

Residential customer bills issued for billing periods of less than 26 days or more than 34 days will have the energy blocks prorated proportional to the number of days in the billing period and a standard 30 day billing period.

Price Changes

Customer bills issued for billing periods where changes in prices become effective on a specific date in the period are prorated proportional to the number of days in the billing period served on the old price and the number of days in the billing period served on the new price.

Seasonal Changes

Customer bills issued for billing periods that include both winter and summer rates will be prorated proportional to the number of days in the billing period in each of the winter or summer months. The size of the pricing blocks within each season will be prorated proportional to the number of days in the billing period within each season.

Irrigation and Post Season Changes

Irrigation customer bills issued for billing periods that include both irrigation season, May 25 to September 15, and non-irrigation season periods will be prorated proportional to the number of days in the billing period within each season.

Section 08.07 Back Bills

As used in this subsection, the term “back bill” is that portion of a bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the Customer during a period before the current billing cycle, and the term “catch-up bill” is a bill based upon an actual reading rendered after one or more bills based on estimated or customer readings. A catch-up bill which exceeds by 50 percent or more the bill that would have been rendered under a utility's standard estimation program is presumed to be a back bill.

The Customer may be notified by mail, by phone, or by a personal visit, of the reason for the back bill. This notification shall be followed by, or include, a written explanation of the reason for the back bill that shall be received by the Customer before the due date and be sufficiently detailed to apprise the Customer of the circumstances, error or condition that caused the under billing, and, if the back bill covers more than a 24-month period, a statement setting forth the reasons the utility did not limit the back bill under Subsection R746-310-8(D)~~(1)~~.

The District shall not render a back bill more than three months after the District actually became aware of the circumstance, error, or condition that caused the under billing. This limitation does not apply to fraud and theft of service situations

The District shall not bill a Customer for service rendered more than 24 months before the District actually became aware of the circumstance, error, or condition that caused the under billing or that the original billing was incorrect.

In case of customer fraud, the District shall estimate a bill for the period over which the fraud was perpetrated. The time limitation of R746-310-8(D)~~(1)~~ does not apply to customer fraud situations.

The District shall permit the Customer to make arrangements to pay a back bill without interest over a time period at least equal in length to the time period over which the back bill was assessed. If the District has demonstrated that the Customer knew or reasonably should have known that the original billing was incorrect or in the case of fraud or theft, in which case, interest will be assessed at the rate applied to past due accounts on amounts not timely paid in accordance with the established arrangements.

Section 08.08 Overbilling

Electric Service billing under the following conditions constitutes overbilling according to R746-310-~~9~~ 9:

- A meter registering more than two percent fast, or a defective meter
- Use of an incorrect watt-hour constant
- Incorrect service classification, if the information supplied by the customer was not erroneous or deficient
- Billing based on a switched meter condition where the customer is billed on the incorrect meter
- Meter turnover, or billing for a complete revolution of a meter which did not occur
- A delay in refunding payment to a customer pursuant to rules providing for refunds for line extensions
- Incorrect meter reading or recording by the district
- Incorrect estimated demand billings by the district

Section 08.09 Interest

The District shall pay interest on customer payments for overbilling. The interest rate shall be the greater of the interest rate paid by the District on customer deposits, or the interest rate charged by the District for late payments.

Interest shall be paid from the date when the customer overpayment is made, until the date when the overpayment is refunded. Interest shall be compounded during the overpayment period.

The District shall not be required to pay interest on overpayments if offsetting billing adjustments are made during the next full billing cycle subsequent to the receipt of the overpayment.

The District shall be required to offer refunds, in lieu of credit, only when the amount of the overpayment exceeds the greater \$50 or the sum of two average month's bills. However, the District shall not be required to offer a refund to a Customer having a balance owing to the District, unless applying the overpayment amount to the Customer's account would result in a credit balance in favor of the Customer.

If a Customer is given a credit for an overpayment, interest will accrue only up to the time at which the first credit is made, in cases where credits are applied over two or more bills.

The District shall not be required to make a refund of or give a credit for overpayments that occurred more than 24 months before the Customer submitted a complaint to the District or the Commission, or the District actually became aware of an incorrect billing which resulted in an overpayment.

When the District can demonstrate before the Commission that a Customer knew or reasonably should have known an overpayment to be incorrect, the District shall not be required to pay interest on the overpayment.

Exhibit B

SITLA Settlement Agreement

SETTLEMENT AGREEMENT
(Standby Fees and Utility Service Bundling)

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is entered into effective April 1, 2014, by and between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84012 (“**SITLA**”), Ticaboo Resort, L.L.C., a Utah domestic limited liability company, 1800 North State Street, Provo, Utah 84604 (“**Ticaboo Resort**”), and Ticaboo Utility Improvement District, an improvement district organized under the laws of the State of Utah, Highway 276, Mile Marker 27, PO Box 2140, Ticaboo, Utah 84533-2140 (the “**District**”).

A. The District provides utility services to certain lands included within the boundaries of its improvement district in Garfield County, Utah.

B. SITLA owns certain lands within the District boundaries that have been legally subdivided into lots. Those SITLA-owned subdivided lots that are **not** currently using utility services provided by the District are more particularly described in **Exhibit A** (the “**Lots**”). SITLA-owned subdivided lots that are currently using District utility services are expressly excluded from this Agreement.

C. In addition to the Lots, SITLA also owns certain unimproved lands within the District boundaries that have not been subdivided into lots (the “**Undeveloped Area**”). The Undeveloped Area is generally depicted in **Exhibit B**.

D. SITLA leases the Lots and the Undeveloped Area to Ticaboo Resort pursuant to Development Lease Agreement No. 2.

E. On August 29, 2013, the Board of Trustees of the District (the “**District Board**”) enacted a resolution assessing certain fees (the “**Standby Fees**”) against those lots within the District boundaries not actively receiving one or more utility services from the District but with utility “Taps” (a.k.a., utility connections) on the real property. The District Board enacted another resolution on March 21, 2014, allowing the landowners to abandon these Taps in return for the waiver of Standby Fees provided the Standby Fees are paid in full at the time of such abandonment.

F. On August 29, 2013, the District Board enacted a resolution requiring those lands within District boundaries with utility Taps for one or more District services to bundle payment of electric, water, trash, and wastewater treatment services.

G. Some or all of the Lots have utility Taps on the real property. The Undeveloped Area does not contain any utility Taps.

H. SITLA and Ticaboo Resort dispute whether the District and/or the District Board have the right to impose the Standby Fees or require the bundling of utility services within the

District boundaries. The District maintains that it has the right to impose fees as currently enacted by the District.

I. The parties have been involved in lengthy negotiations regarding the Standby Fees and bundling of services. In order to allow the parties additional time to negotiate these matters, the parties entered into an agreement (approved by resolution of the District Board) to toll the payment of Standby Fees from April 1, 2014 through June 30, 2014.

J. SITLA, Ticaboo Resort and the District wish to avoid the costs and risks of litigation to resolve this dispute over Standby Fees and bundling of services. In addition, SITLA and Ticaboo Resort desire to contribute funds to stabilize the utility services within the District boundaries and to encourage and enhance development opportunities on the Lots and the Unimproved Area.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, SITLA, Ticaboo Resort and the District agree as follows:

1. Payment. On or before July 31, 2014 (but after those conditions in Section 3 are met), SITLA will pay the District Eighty Thousand Six Hundred Twenty One Dollars and Three Cents (\$80,621.03) (the “**Standby Payment**”), pursuant to the terms and conditions set forth in this Agreement. The Payment amount is equal to all Standby Fees pending against the Lots as of the date of this Agreement.

2. Abandonment of Taps. Upon receipt of the Standby Payment and the payment of the applicable abandonment application fees as described in Section 3 below, payable on or before the date payment of the Standby Payment is made, all utility Taps located on the Lots shall be deemed to be abandoned as of the date of this Agreement, pursuant to Resolution 2014-0011. Upon abandonment of the Taps, the District will waive all right to assess Standby Fees against any of the Lots listed on **Exhibit A**. For any utility Taps that are abandoned as described herein and pursuant to District rules and regulations, all applicable fees in effect at the time of reconnection, including but not limited to hook-up, connection, and impact fees (in such amounts as allowed by applicable law), must be paid to the District before any such Lot may begin receiving service from the District.

3. Abandonment Application Fees. This Agreement is contingent on the District reducing the abandonment application fee to \$75 per lot, for a total due of \$7,425 (\$75 per lot multiplied by the 99 lots as shown on **Exhibit A**). The District has not made such a change nor has the District made a decision on such a change. In furtherance of negotiations with SITLA and Ticaboo Resort, the District agrees to consider reducing the abandonment application fee to \$75 per lot. To that end, the District agrees to provide notice and hold a public hearing no later than July 31, 2014 to consider such a change. In the event that the District, after receiving public input as required by U.C.A. § 17B-2a-406, makes such a change, then Ticaboo Resort shall pay the abandonment application fees on or before that date SITLA pays the Standby Payment. If

the District does not make such a change by July 31, 2014, then this Agreement is void. SITLA shall have no obligation to make the Standby Payment until such change regarding the abandonment application fees has been made.

4. Undeveloped Area. At such time as SITLA, its successors or assigns (including, but not limited to, Ticaboo Resort) desire to develop the Undeveloped Area and begin those processes necessary to obtain entitlements on such lands, the District will negotiate in good faith with the appropriate party concerning fees related to providing each utility service for the Undeveloped Area. No fees will be assessed against the Undeveloped Area for any services until such time as there is demand or need for utilities within the Undeveloped Area. When the Undeveloped Area is developed, no fees will be assessed for services that are not available at such time and which are not provided by the District. For example if an agreement is reached in the future to connect the Undeveloped Area or portion thereof to the water and sewer system, but not to the District power grid, the District will negotiate in good-faith with SITLA (or its successors or assigns) toward the goal of charging only fees related to the construction, extension, hook-up and the delivery of water and sewer services and not charging standby fees or bundling fees relating to electrical service.

5. No Admissions. No action undertaken by SITLA, Ticaboo Resort or the District in connection with this Agreement, including without limitation any payments made by SITLA or Ticaboo Resort hereunder, shall be deemed to be a factual assertion that might be made by any party to this Agreement with respect to District Resolution No. 2013-0017, the Standby Fees, or the required bundling of services, nor shall the same be deemed to be any admission as the validity or invalidity of District Resolution No. 2013-0017, the Standby Fees, or the required bundling of services. Notwithstanding the foregoing, this Agreement does conclusively and finally resolve any and all disputes between SITLA, Ticaboo Resort and the District as to fees and charges levied by the District up to the date of this Agreement on the Lots as listed on **Exhibit A.**

6. Public Service Commission. The District, as a provider of electrical utility service, is a public utility and subject to the jurisdiction of the Utah Public Service Commission (the "PSC"). The parties do not believe that this Agreement requires approval of the PSC; however, the parties acknowledge that the District is required to follow orders of the PSC including any such order that may be issued to the effect of contravening or invalidating this Agreement. The District's compliance with such an order of the PSC shall not be a breach of this Agreement. If this Agreement is invalidated by an act of the PSC, any payments made by SITLA and Ticaboo Resort pursuant to this Agreement shall be returned to SITLA and Ticaboo Resort (as applicable) and this Agreement shall be void.

7. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sent by certified mail to those addresses first set forth herein, or to such other addresses as the parties may designate to the other parties hereto, in writing.

8. Waiver of Breach. No waiver of any breach of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

9. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

11. Governing Law. This Agreement shall be governed, construed, and controlled according to the laws of the State of Utah.

12. Entire Agreement. This Agreement sets forth the entire agreements of the parties. Any amendments to this Agreement shall be approved in writing by both parties, except as otherwise specifically stated herein.

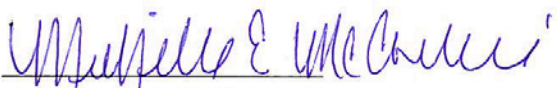
Effective as of the first date first set forth above.

SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

By: 


KEVIN S. CARTER
DIRECTOR

Approved as to form:



Special Assistant Attorney General

TICABOO UTILITY IMPROVEMENT DISTRICT

By: 

Its: Chairman of the Board of Trustees

TICABOO RESORT, L.L.C.

By: _____
Its: _____

Effective as of the first date first set forth above.

SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

Approved as to form:

By: _____
KEVIN S. CARTER
DIRECTOR

Special Assistant Attorney General

TICABOO UTILITY IMPROVEMENT DISTRICT

By: _____
Its: _____

TICABOO RESORT, L.L.C.

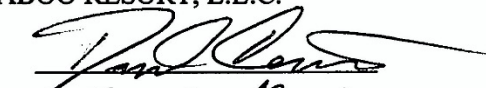
By: 
Its: *Managing Member*

Exhibit B

General Depiction of Undeveloped Area

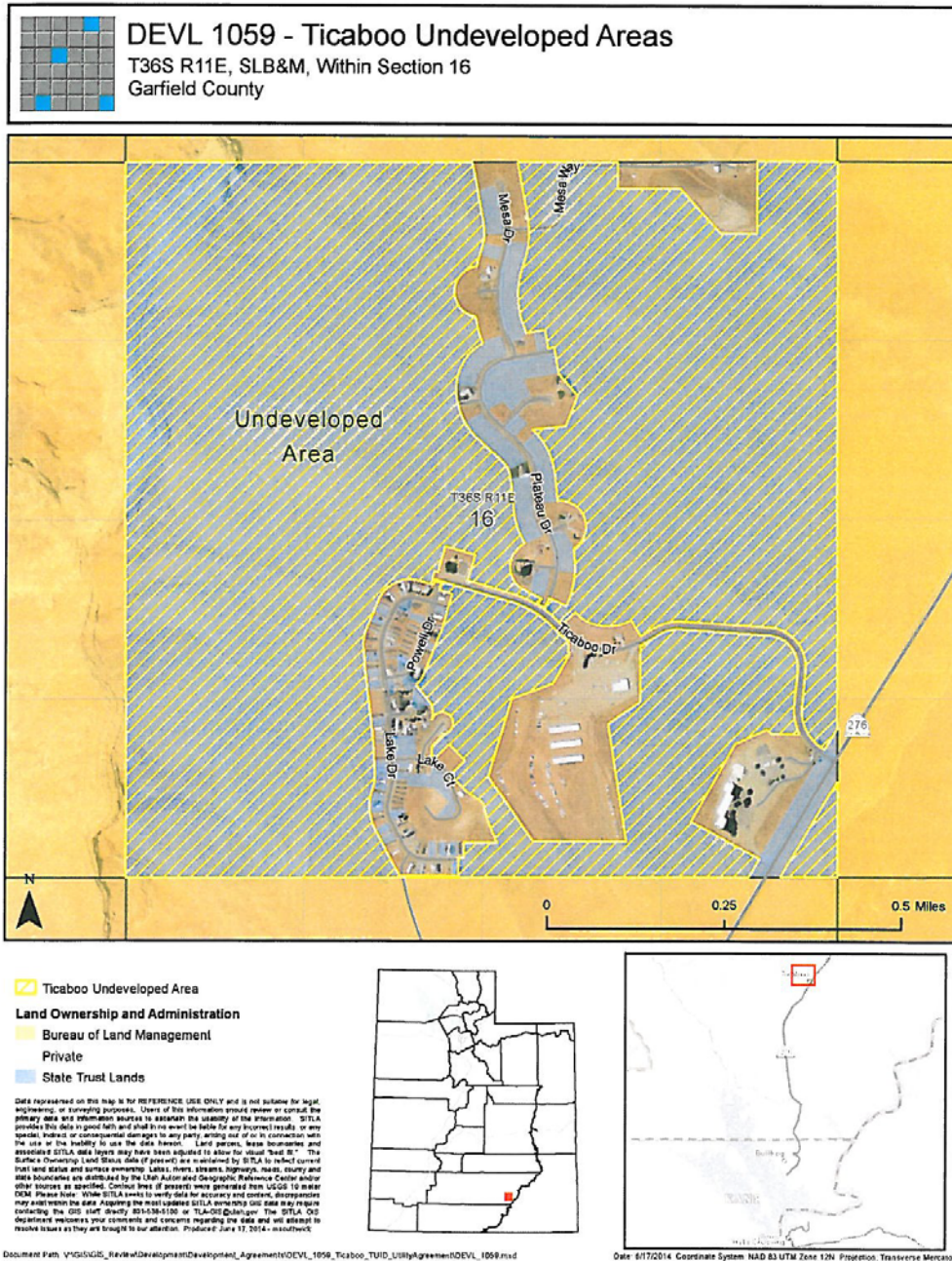


Exhibit C

Division Action Request Response in Docket 13-2508-T02



GARY HEBERT
GOVERNOR

SPENDER J. COX
Lieutenant Governor

State of Utah
Department of Commerce
Division of Public Utilities

FRANCINE GIANI
Executive Director

THOMAS BRADY
Deputy Director

CHRIS PARKER
Director, Division of Public Utilities

ACTION REQUEST RESPONSE

To: Utah Public Service Commission

From: Utah Division of Public Utilities

Chris Parker, Director

Artie Powell, Energy Section Manager

Doug Wheelwright, Technical Consultant

Date: November 19, 2013

Re: **Acknowledgment**

Docket No. 13-2508-T02, Ticaboo Utility Improvement District Tariff Filing

RECOMMENDATION- ACKNOWLEDGE REVISED TARIFF SHEETS

The Division has reviewed the revisions to the Ticaboo Utility Improvement District (District) tariff sheets, along with the board meeting minutes. The Utah Division of Public Utilities (Division) recommends that the Utah Public Service Commission (Commission) acknowledge the tariff sheets as submitted and make them available for public inspection.

ISSUE

On October 14, 2013, the District filed substantial revisions to its tariff sheets and rate schedules. On October 17, 2013, the Commission issued an Action Request to the Division to investigate the tariff and schedule filing. This memo is the Division response to that Action Request.

DISCUSSION

The Ticaboo Utility Improvement District provides electric service, water, waste water and solid waste management to the residents of Ticaboo, Utah and is governed by the Improvement District Act §17B-2a-406.¹

The District is faced with the unique and challenging requirement to provide reliable services to a very small customer base. As of the date of this application there are 43 individual households, 1 small commercial customer (church), and 1 large commercial customer receiving electrical service from the District. Due to the remote location of the district, electric service is generated from diesel powered generators.

For a small improvement district, there have been several items that have recently come before the Commission for review and consideration. On June 14, 2013, the Commission acknowledged the District's substantial revision of customer rates in Docket No. 13-2508-T01. On October 10, 2013, the Commission approved the District's name change under Docket No. 13-2508-01 and the issuance of additional debt for the purchase of new diesel generators and related improvements under Docket No 13-2508-02.

The current filing replaces the previous tariff in its entirety due to the many changes and updates that have been made. While the customer rates have not been changed in this filing, one of the primary reasons for the tariff change is the implementation of standby fees for all services provided by the District. As the District moves forward with this change, it generates a single unified bill for all services which include a minimum fee for each service offered even if there is no actual usage of all the services. For example, if a property owner has water, sewer and solid waste service but has installed solar panels for electricity, the district will still bill the property owner the minimum stand by fee for electric service. These standby fees for all services are being charged to the property owners of record not just to the current residents and customers currently being served by the District.

¹ Section 17B-2(a)-406(6)(b) exempts the Improvement district from the rate making process found in § 54-7-12 so long as each requirement is satisfied. The Division's review is therefore limited. The Division expresses no opinion on rate design or rates in the revised rate schedules.

The tariff language for a few of the revised sections reads as follows:

Section 03.02 – Requirement for Other Utility Services

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.

Section 03.03 - Standby Fees

Every Property Owner within the District who owns property for which utility service(s) are available (meaning that a Tap for any utility service is present on the property) is obligated to pay the Standby Fee for each utility service offered by the District if not actively receiving the utility service. The Standby Fee allows owners of properties without utility service, but for which the District holds utility service ready for connection upon request, to bear their share of the expense of maintaining the availability of utility services. Property owners shall be jointly and severally liable for Standby Fees.

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.

Section 08.01 – Unified Billing

The District will send each customer a unified bill each billing cycle for all utility services that the District provides (electric, water, wastewater, and solid waste). Nonpayment or incomplete payment of a unified bill may result in disconnection in any or all of the utility services provided by the District pursuant to these regulations and detailed in Section 10.01.

These changes, along with other modifications, required additional language and clarification related to the terms and general definitions included in the tariff. A complete list of the general definitions is included in the tariff filing, however a few of the changes have been identified below for clarification as it relates to the sections identified above.

Section 02.01 – Definitions

- 32) Property Owner - The person, persons, entity, or entities that own(s) a particular piece of real property.
- 40) Standby Connection - The connection, or a connection that would be available upon request, to any property within the District's service area to which the District is obligated and prepared to deliver utility service on demand but to which the District does not currently provide utility service.
- 41) Standby Fee - The fee required to be paid for a standby connection within the District.
- 43) Tap – An available connection to electrical, water, or wastewater service that is present on a particular property. In the case of electrical service, a Tap consists of a connection from District power distribution lines to a particular property and terminating on that property. In the case of water service, a Tap consists of a lateral pipe leading from a District water main to the particular property, and terminating on the property. In the case of wastewater service, a Tap exists when a sewer lateral line is installed to connect the property to the sewer main line
- 47) Unified Billing - The inclusion of billed amounts for all utility services on a single bill from the District.
- 48) Utility Service - Electric, Water, Wastewater, or Solid Waste service, together or individually.

These changes in the tariff will allow the District to bill the current residents a minimum fee for all services and will provide a mechanism to bill absent land owners a minimum fee. There are a number of properties within the service area that are owned by individuals and by the mining companies. The revised tariff language could potentially generate additional revenue for the District without incurring additional expenses. It is difficult to estimate how many absent property owners will actually pay the minimum fees. The standby fees are as follows:

Electricity	\$ 75 per month	\$ 900 per year
Water	\$ 39 per month	\$ 468 per year
Waste Water	\$ 28 per month	\$ 336 per year
<u>Solid Waste</u>	<u>\$ 12 per month</u>	<u>\$ 144 per year</u>
TOTAL	\$154 per month	\$1,848 per year

In addition to the more significant changes identified, there are a number of other changes related to the composition, format or grammar of the tariff. Due to the number of changes to the tariff and a change in the numbering sequence within the tariff, the entire tariff has been replaced. The Board of Directors for the District has approved the revised tariff with an effective date of September 1, 2013.

CONCLUSION

The current tariff filing does not change the rates that were acknowledged by the Commission in Docket No. 13-2508-T01, but includes substantial changes to the format and content of the tariff. The Division recommends the Public Service Commission of Utah (Commission) acknowledge the revised tariff sheets of the Ticaboo Utility Improvement District and make them available for public inspection.

CC Chip Shortreed, Ticaboo Utility Improvement District
Michelle Beck, Office of Consumer Services
Marialie Martinez, DPU Customer Service

Exhibit D

Commission Report and Order in Docket 09-2508-01

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Application of Garfield)
County, Utah of Behalf of the Ticaboo) DOCKET NO. 09-2508-01
Electric Improvement District for a)
Certificate of Convenience and Necessity to) REPORT AND ORDER GRANTING
Operate as a Public Utility Rendering Electric) CERTIFICATE OF PUBLIC
Power Service) CONVENIENCE AND NECESSITY
)

ISSUED: November 30, 2009

SYNOPSIS

The Public Service Commission of Utah grants Ticaboo Electric Improvement District's application for a Certificate of Public Convenience and Necessity authorizing the provision of electrical power services within the District's boundaries.

By the Commission:

PROCEDURAL HISTORY

On July 27, 2009, Garfield County, Utah, on behalf of the Ticaboo Electric Improvement District (District), filed an application for a certificate of public convenience and necessity authorizing the District to operate a system for the generation, distribution and sale of electricity within the District's boundaries described in the application, as authorized by the Improvement District Act, Utah Code Ann. § 17B-2a-401 et seq. (Supp. 2009). Under the Act, the District is a public utility and subject to the jurisdiction of the Utah Public Service Commission (Commission). At the time the application was filed, Garfield County was in the process of forming the District pursuant to the Act.

On September 8, 2009, a conference was held for the purpose of scheduling these proceedings and to permit the District to describe its application, the status of the District, a

DOCKET NO. 09-2508-01

- 2 -

history of electric service in the area, and to explain the facts and circumstances that require the formation of the District and its application for a certificate of public convenience and necessity. As a result, the Commission entered a scheduling order that required the parties informally meet on October 20, 2009 to discuss the issues presented by the application, that the Utah Division of Public Utilities (Division) and the Utah Office of Consumer Services (Office) file comments upon the application on November 12, 2009, and that a hearing upon the application be held November 19, 2009, including the designation of a time for public witnesses.

On November 16, 2009, the District filed an amended application documenting the District's formation and organization. A copy of a Certificate of Existence issued by the Utah Lt. Governor was included as Exhibit C to the amended application. Additionally, the amended application was accompanied by documentation of the District's compliance with the requirements of the Act and Utah Code Ann. § 54-4-25 (Supp. 2009), and in addition, documented the terms and conditions of the District's acquisition and proposed operation of the facilities and equipment to provide electric service to customers within the District's boundaries.

The Commission is informed that as a result of the exchange of information and discussions, and in view of the amended application, all parties agree that the District has satisfied the conditions to a certificate of public convenience and necessity, under the Act and under Utah Code Ann. § 54-4-25 (Supp. 2009), and that the grant of a certificate will serve the present and future public convenience and necessity.

A hearing, including a public witness hearing, on the amended application was held before the Administrative Law Judge of the Commission on Thursday, November 19, 2009.

DOCKET NO. 09-2508-01

- 3 -

At the hearing, the District, the Division and the Office offered into evidence or provided information and statements supporting the amended application. The District presented the testimony of Chuck Bierrenbach in support of its amended application. The parties also stipulated to and presented a proposed report and order, approved by all parties as to form and content. No party or witness opposed granting the District a certificate of public convenience and necessity as requested by the amended application. There were two public witnesses who supported the amended application, i.e. Justin Fisher and Tom Nokes.

DISCUSSION

Ticaboo is an unincorporated community in Garfield County, Utah, lying approximately 12 miles north of the Bullfrog Marina on Lake Powell. Because of its remote location, Ticaboo does not have access to power service from any public utilities authorized to operate as such by the Commission. To remedy this situation, the 2009 Utah Legislature passed and the Governor signed SB 188 permitting local improvement districts to provide electric services, provided that certain conditions are met and provided that the district obtains from the Commission before January 1, 2010, a certificate of public convenience and necessity. Utah Code Ann. § 17B-2a-406(3)(b).

Ticaboo is a unique community that is occupied in large part by uranium mining companies and their employees, and numerous seasonal or vacation homeowners. Currently, two mining companies own property in Ticaboo: Uranium One Ticaboo Inc. (Uranium One) and Denison Mines (USA) Corp. (Denison). Denison's mine is currently active with about 8-10

employees working the mine. Uranium One's mine and mill located near Ticaboo are both currently closed.

Ticaboo and its residents have long relied on area mining companies for public utilities, including sewer, water, garbage, and electricity. Within the past few years Garfield County formed the Ticaboo Special Service District to provide sewer, water and garbage services. At the time, local districts and special service districts were not authorized to provide electrical services. Now, with the legislation authorizing it to do so, Garfield County has formed the District to provide electrical services.

Uranium One currently provides all electrical services to the residents of Ticaboo. Before 2007, another mining company, U.S. Energy Corp., provided electricity to Ticaboo. Uranium One operates one or more diesel generators located within the Ticaboo town site. Electricity is transmitted via Uranium One-owned transformers and distribution lines to residents in Ticaboo. Each resident is metered, and Uranium One charges its customers for metered usage.

In early 2008 Garfield County, teaming up with Uranium One, Denison, the State of Utah Schools and Institutional Trust Lands Administration ("SITLA") (the owner of nearly all of the property comprising the Ticaboo town site), and the Glen Canyon National Recreation Area (who has expressed interest in working with Ticaboo on a new power supply to jointly serve the Bullfrog Marina and Ticaboo), pooled financial resources in an effort to explore different electrical energy alternatives in the Ticaboo community. All of these entities collectively paid for a feasibility study to determine whether there was any way for Ticaboo to connect to any power line and thence be "on the grid." The nearest power line, however, was a

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Garkane line located over 40 miles away in Hanksville, Utah, and the power line was inadequate for extension to Ticaboo. Extending Rocky Mountain Power facilities to Ticaboo was prohibitively expensive. For all practical purposes, Ticaboo and its approximately 78 customers are an isolated island when it comes to electrical services.

Copies of a "Request for Proposals to Provide Electrical Service" submitted by Garfield County to potential electrical service providers, including all responses to that request, were included as Exhibit K of the amended application. The responses indicate that for all practical purposes, it is not possible for the Ticaboo community to connect to an existing power line and thence be "on the grid." Additionally, letters from Rocky Mountain Power and Garkane verifying that the District's boundaries (a) are at least 40 miles from the nearest electrical facility, and (b) do not overlap either Garkane's or Rocky Mountain Power's certificated service areas, were included as Exhibit B to the amended application.

Because of Ticaboo's isolation from the grid, Garfield County formed the District as a vehicle to provide the Ticaboo community and residents with electrical power without needing to rely on the mining companies. Additionally, the mining companies provided power out of necessity to support the community; Uranium One is attempting to sell its mill and most of its assets, creating uncertainty for Ticaboo customers. Uranium One has been cooperative and helpful, agreeing to donate over \$500,000 worth of generators and transmission equipment to the District to aid in the transition.

The other mining company, Denison Mines, has also been cooperative, agreeing to donate the use of a third, more fuel-efficient generator, and also agreeing to provide personnel

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and technical support for the first year to aid the District's provision of electrical services. SITLA is supporting the District by agreeing to donate easements and other interests in real property where the District can store its generators, transformers, and distribution lines. Finally, Garfield County has continually supported the successful operation of the district by paying the costs to form and organize the District and obtain a certificate of public convenience and necessity, and also providing some funds for initial operations. As displayed in Exhibit I to the amended application, Garfield County authorized a \$25,000 grant to the District to fund initial operations and administration.

The Garfield County Commission appointed three qualified individuals to serve as the initial members of the District's board of trustees, including: William Kay Randall, Christopher L. Thompson, and James Hills. As a group, the trustees are committed to the Ticaboo community and have significant experience in managing and operating diesel generators. Additionally, at the first board meeting, the board appointed a qualified individual, Chuck Birrenbach, to serve as the District Manager and the District Manager will handle the day-to-day administrative and operational business of the District. The District Manager, who is the current chairman and manager of the Ticaboo Special Service District (the provider of water, sewer and trash services in Ticaboo), has experience running a special district. Copies of the resumes and qualifications of the trustees and the District Manager were submitted as Exhibit E to the amended application. The District Manager appeared before the Commission on November 19, 2009 and provided oral testimony supporting the amended application.

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Upon receipt of a certificate of public convenience and necessity, the District will assume responsibility for providing electricity in Ticaboo beginning January 1, 2010. Initially, the District will provide electrical services by operating one or more diesel generators donated by Uranium One and/or Denison. Uranium One has obtained air approval permits from the Utah Department of Environmental Quality authorizing the use of the diesel generators (copies of the permits were included as Exhibit H to the amended application). The District will become the permittee under those air approval permits.

Additionally, before agreeing to accept the donation of these electrical assets, the District hired an engineering firm, Sunrise Engineering, to inspect and report on the condition of the electrical assets. A copy of the report provided by Russ Boyer, E.E., Sunrise Engineering, was included as Exhibit G to the amended application. In short, the report suggests that all of the assets are in good working condition and, with proper maintenance, should remain in good working condition for at least the next 10 to 20 years. For the long term, the District anticipates pursuing alternative energy supplies, possibly in conjunction with the Glen Canyon National Recreation Area, though no plans have been formalized yet.

Until at least December 31, 2010, the District will rely in part on the expertise and experience of Denison employees. Included as Exhibit F to the amended application is a Memorandum of Understanding on Electric Service which outlines Denison's commitment to provide—free of charge—personnel to operate, maintain, and, if necessary, repair the District's electrical generation and transmission assets. Additionally, the trustees and the District Manager each have significant experience operating diesel generators and electrical systems.

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The District submitted information showing financial viability as part of its amended application. The initial operations of the District will be funded by the \$25,000 grant from Garfield County. Beyond that, the District will operate on revenues derived from the sale of electrical power to customers, as described in the District's tariff which was included as Exhibit D to the amended application. The District submitted a proposed 2010 budget, attached as Exhibit J to the amended application, which shows that the District can sustain its operations by charging the rates approved in the District's tariff.

Without the District the availability of continuous, reliable and safe electric service to the Ticaboo community is uncertain. The District will fill a role that is unique in Utah, but necessary and convenient to the Ticaboo community.

FINDINGS OF FACT

1. The District is a body corporate and politic with perpetual succession; a quasi-municipal corporation; and a political subdivision of the state of Utah duly created and existing under the laws of the state of Utah. Utah Code Ann. § 17B-1-103(1)(a) (Supp. 2009); Utah Code Ann. § 17B-2a-401 et seq. (Supp. 2009).
2. The District has requested that the Commission grant a Certificate of Public Convenience and Necessity authorizing it to provide electric services within its boundaries. The District's boundaries are described in the plat attached as **Exhibit A** and incorporated herein by this reference.

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3. As required by Utah Code Ann. § 17B-2a-406(3)(b)(i)(A), no part of District's boundaries is closer than 40 miles to an existing service line of an electrical corporation.
4. As required by Utah Code Ann. § 17B-2a-406(3)(b)(i)(B)(I), no part of the area within District's boundaries is within the certificated service area of any other electrical corporation.
5. The District is proposing to provide electricity generation and retail services within the District's boundaries.
6. The District has sufficient generation and transmission equipment to enable District to provide electrical power services to its customers beginning January 1, 2010.
7. With the initial operations of the electric system by Denison, the District has shown sufficient technical resources and abilities to provide the electrical power services.
8. The District has sufficient managerial resources and abilities to provide the electrical power services.
9. With the donation of the electric system and funds made available by Garfield County and the submission of an initial proposed budget the District has demonstrated that it has sufficient initial funding to meet projected operating expenses.

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10. As a governmental entity the District has shown that it has sufficient financial resources and abilities to initially provide electrical power services.
11. The District will provide customers with a necessary and convenient service.
12. The issuance of a Certificate of Public Convenience and Necessity to the District to provide electrical services is in the public interest.

CONCLUSIONS OF LAW

1. The District meets each of the statutory requirements under Utah Code Ann. § 17B-2a-406 and Utah Code Ann. § 54-4-25 for issuance of a Certificate of Convenience and Necessity to operate as a public utility rendering electrical power services within the District's boundaries described herein.
2. The District will operate as a public utility subject to regulation by the Commission except that District's rates need not be initially approved by the Commission under Utah Code Ann. §54-7-12.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that:

1. The Commission hereby grants the District Certificate of Convenience and Necessity No. 2508 to operate as a public utility rendering electrical power services within the District's boundaries as described herein.
2. The District will provide to the Commission any proposed plans to change operations of the electric system before the Denison operation arrangement expires in one year.

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3. The District will provide any contracts entered into with Uranium One or Denison that memorialize the Memorandum of Understanding that was provided with its Application.
4. The District will file with the Commission and Division its Tariffs and Rules and Regulations as approved by the District.
5. This Report and Order constitutes final agency action on the District's amended application. Pursuant to Utah Code Ann. § 63-46b-12, an aggrieved party may file, within 30 days after the date of this Report and Order, a written request for rehearing/reconsideration by the Commission. Pursuant to Utah Code Ann. § 54-7-15, failure to file such a request precludes judicial review of the Report and Order. If the Commission fails to issue an order within 20 days after the filing of such request, the request shall be considered denied. Judicial review of this Report and Order may be sought pursuant to the Utah Administrative Procedures Act (Utah Code Ann. §63-46b-1 et seq.).

DATED at Salt Lake City, Utah, this 30th day of November, 2009.

/s/ Ruben H. Arredondo
Administrative Law Judge

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Approved and Confirmed this 30th day of November, 2009, as the Report and
Order of the Public Service Commission of Utah.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary
OH#64534

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- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Application of Garfield County, Utah on Behalf of the Ticaboo Electric Improvement District for Certificate of Convenience and Necessity to Operate as a Public Utility Rendering Electric Power Service	DOCKET NO. 09-2508-01 CERTIFICATE OF CONVENIENCE AND NECESSITY NUMBER 2508
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ISSUED: November 30, 2009

By The Commission:

The Public Service Commission of Utah, pursuant to the Utah Code Ann. §§ 17B-2a-406(5) and 54-4-25, hereby issues a Certificate of Convenience and Necessity authorizing the Ticaboo Electric Improvement District (“Grantee”) to provide electrical power services within the Grantee’s boundaries as described in the plat attached hereto as **Exhibit A**, and incorporated herein by this reference. Grantee shall not provide retail electrical power service to any customers outside Grantee’s boundaries.

DATED at Salt Lake City, Utah, this 30th day of November, 2009.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary

Exhibit A

Plat

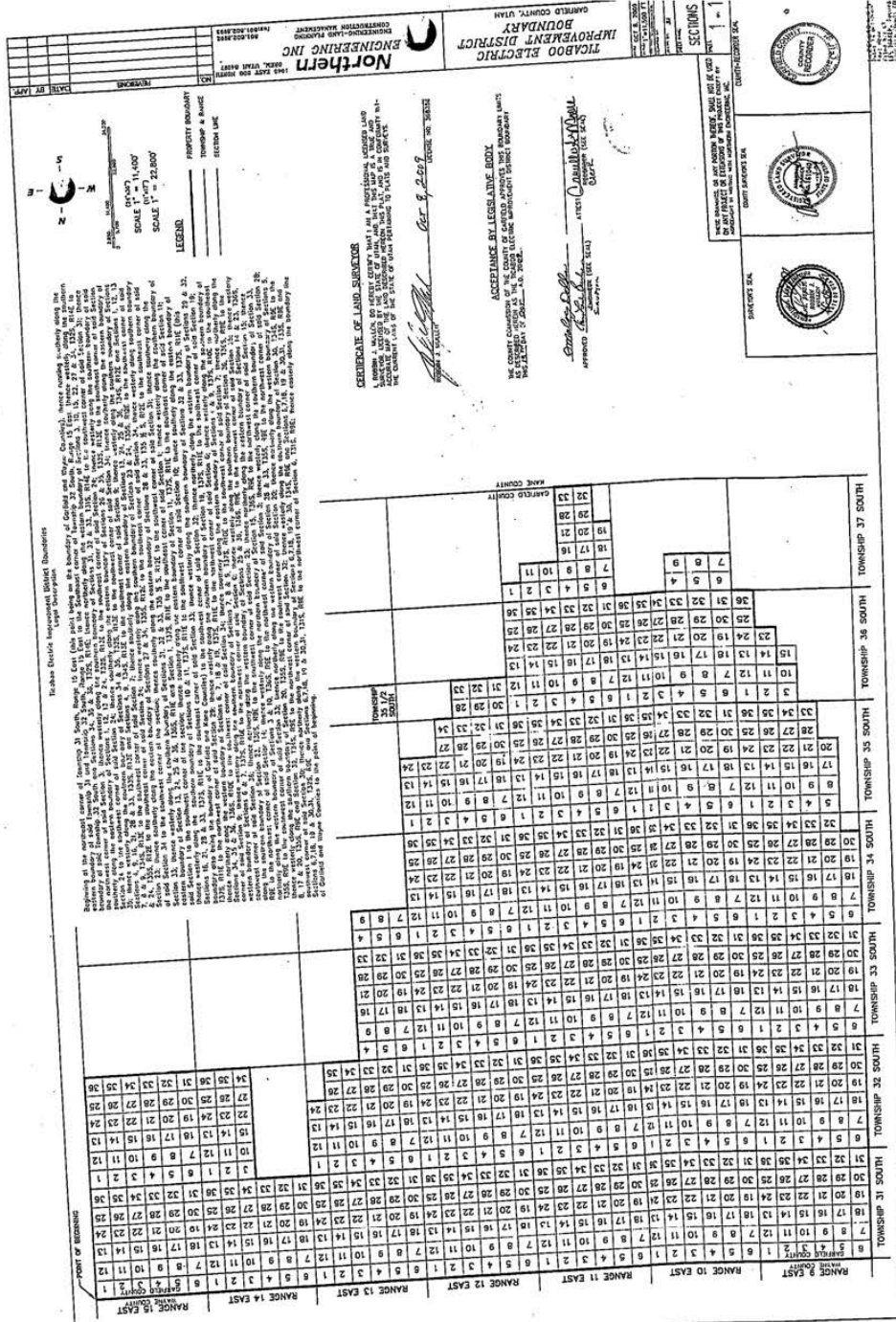


Exhibit E

Agendas for District Board Meetings Regarding Tariff Changes

TICABOO UTILITY IMPROVEMENT DISTRICT

PUBLIC NOTICE

REGULAR MEETING

DATE: Friday, March 21, 2014

TIME: 6:30 PM

LOCATION: LDS Church – Ticaboo Branch, Ticaboo, Utah

Regular Meeting Agenda (6:30 PM)

- 1) Call Meeting to Order
- 2) Roll Call of Board Members
- 3) Adoption of Agenda
- 4) Approval of Minutes
- 5) Review Rules of Procedure
- 6) Business
 - a) Board of Trustees Business
 - i) R 2014-0010 in accordance with ARR 2.07
 - b) Department Reports
 - c) Financial Reports
 - d) R 2014-0004 Tenant Utility Accounts
 - e) R 2014-0011 Abandonment of Utility Services Amendments
 - f) R 2014-0012 Definitions Amendment
- 7) Public Comment
- 8) Adjournment
 - a) Next Meeting April 10, 2014

TICABOO UTILITY IMPROVEMENT DISTRICT

PUBLIC NOTICE

REGULAR MEETING

DATE: Thursday, April 17, 2014

TIME: 6:30 PM

LOCATION: LDS Church – Ticaboo Branch, Ticaboo, Utah

- 1) Call Meeting to Order
- 2) Roll Call of Board Members
- 3) Adoption of Agenda
- 4) Approval of Minutes
- 5) Review Rules of Procedure
- 6) Business
 - a) Department Reports
 - b) Financial Reports
 - c) Discussion/Action Items:
 - i) Changing TUID's accounting firm
 - (1) Discuss and approve changing accounting firms due to existing firm's limitations.
 - ii) Changing TUID's banking to Zion's Bank
 - (1) District Manager would like to change banks due to the limited services of Wells Fargo
 - iii) R 2014-0013 SITLA Standby Fee Tolling
 - (1) A proposal of temporary suspension of stand-by fees, under certain conditions, while the parties work towards a mutual resolution
 - iv) Changes in Water Service rates and minimum usage
 - (1) Discuss impacts of increasing minimum usage and impacts on water base and usage charges
 - v) Information Technology
 - (1) Discuss and approve upgrading TUID's computers to Windows 8 since Windows XP is no longer supported by Microsoft. Discuss new Google Apps for District and TicabooUID.com domain.
 - vi) R 2014-0004 Tenant Utility Accounts
 - (1) Discuss and approve tabled resolution regarding the billing of utility services to property owner, not tenants or renters
- 7) Public Comment
- 8) Adjournment
 - a) Next Meeting May 8, 2014 @ 6:30 PM (MST)

TICABOO UTILITY IMPROVEMENT DISTRICT

PUBLIC NOTICE

REGULAR MEETING

DATE: Thursday, January 15, 2015

TIME: 6:30 PM

LOCATION: LDS Church – Ticaboo Branch, Ticaboo, Utah

- 1) Call Meeting to Order
- 2) Roll Call of Board Members
- 3) Adoption of Agenda
- 4) Approval of Minutes
 - a) November 20, 2014
- 5) Review Rules of Procedure
- 6) Business
 - a) Department Reports
 - i) Electric
 - ii) Water
 - iii) Wastewater
 - iv) Solid Waste
 - b) Financial Reports
- i) Review November 2014
- ii) Review December 2014
- c) Discussion/Action Items:
 - i) Board Chairman Nomination & Election
 - (1) In accordance with ARR 2.07.a, a Chair is to be elected. If any other officer positions are vacated, protocol requires nominations and elections to fill those vacancies as well.
 - ii) 2015 Culinary Water Project
 - (1) Discuss results of Drinking Water Board meeting held 1/9/2015 regarding our construction loan application
 - (2) Natural Power & Energy Design and Engineering Agreement
 - (a) Discuss and act upon an agreement from NPE to design and engineer solar-direct elements of our 2015 Culinary Water Project
 - (3) Jones and DeMille Engineering Agreement
 - (a) Discuss and act upon an agreement from JDE regarding engagement as our engineering firm as it relates to our 2015 Culinary Water Project
 - iii) 2015 Annual Meeting Schedule

- (1) Discuss and approve the 2015 Meeting Schedule
- iv) 2014 Audit
 - (1) Discuss and act upon engagement agreement received from our Independent Auditor, HintonBurdick to perform our 2014 Audit as required.
- v) Credit Bureau Reporting
 - (1) Discuss methods of credit bureau reporting on past due customer accounts
- vi) Tariff – Rules & Regulations Review
 - (1) Review, discuss, and approve all changes to TUID: (1) Tariff which includes rate schedules and regulations; (2) Administrative Rules & Regulations manual; (3) Regulations and Rate Schedules for Water, Wastewater, and Solid Waste.
- vii) Closed Meeting
 - (1) In accordance with the Open and Public Meetings Act, [Utah Code § 54-2-205\(1\)\(d\)](#), so the members may discuss the purchase, exchange, or lease of real property, including any form of water right or water shares
 - (2) Upon completion of Closed meeting session, regular meeting will resume.
- 7) Public Comment
- 8) Adjournment
 - a) Next scheduled meeting February 12, 2015 @ 6:30 PM (MST)

Exhibit F

Declaration of Chip Shortreed

**AFFIDAVIT OF CHIP SHORTREED
RE: MAILING AND PUBLICATION OF MEETING NOTICES**


STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Chip Shortreed, being first duly sworn on oath, hereby affirms and states as follows:
I am employed by the Ticaboo Utility Improvement District (“**District**”) as CEO and District
Manager. I am over 21 years of age, and I make this affidavit based on my personal knowledge.

I performed the following acts:

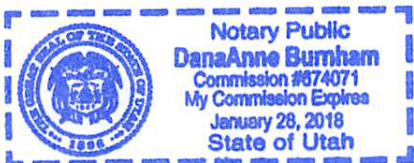
1. I mailed to all customers of the District notice of the public meeting to be held on July 24, 2014 by the Board of Trustees of the District regarding a possible change in application fees charged by the District. I mailed those notices more than 10 days in advance of the meeting on July 24, 2014.
2. I caused notice of the July 24, 2014 Board of Trustees meeting to be published in the Garfield County Insider on July 10, 2014 and July 17, 2014.

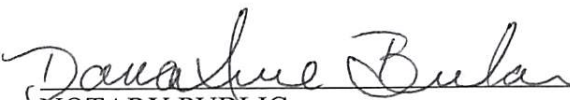
DATED this 12th day of May, 2015.



Chip Shortreed

SUBSCRIBED AND SWORN TO before me this 12th day of May, 2015.





NOTARY PUBLIC

Exhibit G

Example Action Request Response



GARY HERBERT,
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
Department of Commerce
Division of Public Utilities

FRANCINE GIANI
Executive Director

THOMAS BRADY
Deputy Director

CHRIS PARKER
Director, Division of Public Utilities

ACTION REQUEST RESPONSE

To: Public Service Commission
From: Division of Public Utilities
Chris Parker, Director
Energy Section
Artie Powell, Manager
Doug Wheelwright, Technical Consultant
Eric Orton, Utility Analyst

Date: August 6, 2014

Subject: South Utah Valley Electric Service District (SESD) revised tariff sheet.
Docket No. 14-2167-T01

RECOMMENDATION:

The Utah Division of Public Utilities (Division) recommends the Utah Public Service Commission (Commission) acknowledge SESD's revised tariff sheet with an effective date of July 1, 2014, and make it available for public inspection.

ISSUE:

On July 23, 2014, SESD, in accordance with Section 54-7-12-7(a),(b),(c),(d), of the Utah Code, filed with the Commission a revision to the Tariff sheet No. A; Electric Service Schedule No. 1 Residential Service sheet. This is the ninth revision of this tariff sheet, which cancels the eighth revision, which has been in effect since March 1, 2009.

DISCUSSION:

The revised tariff sheet reflects an increase in the Customer Charge from \$5.78 to \$9.00 per single phase service connection. No other rates were changed.

SESD's Board of Directors approved this increase on June 23, 2014. Notice was sent out to members beginning on June 11, 2014 and discussed in a public meeting held at SESD's offices on June 23, 2014.

The Division recommends the Commission acknowledge the revised tariff sheets and make them available for public inspection.

Cc: Mark Holdaway, SESD

Mike Peterson, Director, Utah REA