

JUSTIN C. JETTER (#13257)
PATRICIA E. SCHMID (#4908)
Assistant Attorney Generals
Counsel for the DIVISION OF PUBLIC UTILITIES
SEAN D. REYES (#7969)
Attorney General of Utah
160 E 300 S, 5th Floor
P.O. Box 140857
Salt Lake City, UT 84114-0857
Telephone (801) 366-0335
jjetter@utah.gov

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

| | |
|---|--|
| <p>IN THE MATTER OF: REVISIONS TO TARIFF NO. 1 OF TICABOO UTILITY IMPROVEMENT DISTRICT</p> | <p>Docket No. 15-2508-T01</p> <p>JOINT SETTLEMENT STIPULATION</p> |
|---|--|

Pursuant to Utah Code Ann. § 54-4-1.5, 54-4a-1 and Utah Admin. Code r746-100 the Utah Division of Public Utilities (“Division”) and Ticaboo Utility Improvement District (“Ticaboo”) and (collectively the “Parties”) submit this Settlement Stipulation (“Stipulation”) in resolution of this docket and move the Public Service Commission of Utah (“Commission”) as follows:

PROCEDURAL HISTORY

1. On March 20, 2015 Ticaboo filed with the Commission tariff sheets with revised electric service regulations and rate schedules. On March 24, 2015 the Commission issued an Action Request to the Division. On April 13, 2015 the Division filed Comments recommending rejection of the tariff sheets as filed. On May 14, 2015 Ticaboo filed a response to the

Comments filed by the Division. On May 18, 2015 the Commission filed an Action Request to the Division to review for compliance and make recommendations. The Division has subsequently requested additional time that has been granted by the Commission.

2. Ticaboo has only collected money under the tariff that it would not have under the previously authorized tariff from disconnect fees from one entity which is the Utah School and Institutional Trust Lands Administration. The Division has had discussion regarding this agreement with SITLA and has been authorized to represent that that SITLA does not wish to re-open or change any terms of the agreement regarding the disconnect fees that have been paid or terms of the agreement. With this exception there are no other monies that have been collected under the proposed tariff that differ from the previously approve tariff.

3. The Division and Ticaboo have engaged in discussions and negotiations to reach a settlement in this matter. These discussions and negotiations have resulted in a settlement recommended by both parties in this docket as set forth below. It is the request of the parties that this Settlement Stipulation be approved by final Order of the Public Service Commission as a resolution of all of the issues in this docket.

TERMS AND CONDITIONS

4. The Parties agree for purposes of settlement that Ticaboo will hold a meeting of the board and adopt the revised tariff sheets attached as Exhibit A with an effective date of July 25, 2014 for the changes in rates and fees.

5. The Parties agree for purposes of this settlement that Ticaboo will not modify or re-negotiate the agreement that was reached with SITLA with respect to disconnection.

6. The Parties agree that Ticaboo is a very small utility and failure to file the tariff changes with the Commission immediately has not caused harm to customers. The Parties recommend that the Commission allow the changes that have been approved as modified by those that will be approved as set forth in this Settlement Stipulation to become effective as of July 25, 2014.

7. The Parties agree for purposes of settlement that the effective date of July 25, 2014 will not impose retroactive rates and no additional rates or other monies will be collected looking backward as a result of this effective date. The purpose of that date is to allow Ticaboo and customers who have signed up during that period to retain the service agreements that were initiated during that period.

8. The Parties agree for purposes of settlement to modify the proposed tariff sheets as follows

- a. Sheet RC-2 will be modified such that the Tampering/Unauthorized Reconnection Charge will be \$1,000 per incident plus \$100 per day.
- b. Sheet ER-A 08-5 will be edited to add Section 8.10 – Customer Accounts with the following language; “Each Active Connection with a tenant shall be treated as a separate and distinct account. Delinquent payment or other basis for termination on one or more accounts of a Property Owner or Landlord shall not constitute a basis for termination of service on any other Active Connection account.”
- c. Sheet ER-A 04.06 will be amended to add Section 04.07 Tenant Notification of Account Status, Termination, and Right to Make Current.

It will have the following language; “A Tenant of property with an Active Connection shall have the right upon request to be provided with the current status of the customer account. At least 10 days prior to disconnection for non-payment the District will notify the Tennant of the property of the intent to terminate. The Tennant shall have the right to make the account current for the property. If the Tennant makes the account current for the property the service shall not be disconnected for the reason of non-payment.”

9. The Parties agree for purposes of settlement that Ticaboo will convene a meeting of its board of directors on or before 30 days after approval of this Settlement Agreement and approve the tariff sheets as reflected in Exhibit A.

GENERAL TERMS AND CONDITIONS

10. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. § 54-7-1 authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties may not agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

11. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, in accordance with Utah Admin. Code R746-100-10.F.5, neither the execution of this Stipulation nor the order adopting it shall be deemed to constitute an admission or

acknowledgment by any Party of the validity or invalidity of any principle of law; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except in a proceeding to enforce this Stipulation.

12. The Parties agree that no part of this Stipulation or the formulae and methods used in developing the same or a Commission order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly resolved by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to any issues not specifically called out and settled herein.

13. The Parties request that the Commission approve this stipulation conditioned upon the approval of the revised tariff sheets attached as Exhibit A. The Parties request that all of the pre-filed comments and briefs in this docket only as to the issues resolved in this Stipulation be admitted into the record without witnesses being called or sworn at a proceeding. If the Commission deems a hearing necessary the Division and Ticaboo will make one or more witnesses available to explain and offer further support for this Stipulation. The Parties shall support the Commission's approval of this Stipulation. As applied to the Division, the explanation and support shall be consistent with their statutory authority and responsibility.

14. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this

Stipulation, each Party will use its best efforts to support the terms and conditions of this Stipulation. As applied to the Division, the phrase “use its best efforts” means that it shall do so in a manner consistent with its statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review opposed to the Stipulation.

15. Except with regard to the obligations of the Parties under the four immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.


16. This Stipulation is an integrated whole, and either Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission’s approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission’s approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

17. This Stipulation may be executed by individual Parties through two or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

RELIEF REQUESTED

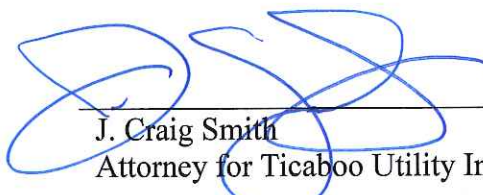
Based on the foregoing, the Parties request that the Commission, enter an order approving the terms and conditions set forth in this Stipulation, in full resolution of this docket.

Dated this 20th day of August, 2015.



Justin C. Jetter
Attorney for the Utah Division of Public Utilities

DATED this 20th day of August, 2015.



J. Craig Smith
Attorney for Ticaboo Utility Improvement District

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the Settlement Stipulation, Docket No. 15-2508-T01 was sent via email to the following individuals, this 20th day of August, 2015:

Bela Vastag
Michele Beck
Office Of Consumer Services
bvastag@utah.gov
mbeck@utah.gov

Justin Jetter
Assistant Attorney General
Division of Public Utilities
Jjetter@utah.gov

J. Craig Smith
Walker Center, Suite 300
175 S. Main Street
Salt Lake City, Utah 84111
jcsmith@smithlawonline.com

Chip Shortreed
Ticaboo Utility Improvement District
mail@ticabooid.com



A handwritten signature in blue ink, appearing to read "J. Craig Smith", is written over a horizontal line.