



Ticaboo Utility Improvement District

Highway 276, Mile Marker 27
PO Box 2140
Ticaboo, UT 84533
435.788.8343
mail@TicabooUID.com

*Providing Power, Water, Wastewater, Solid Waste Services
Since 2012*

April 20, 2016

Delivered via E-mail

Utah Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84114
E-mail: psc@utah.gov

Re: Docket No. 16-2508-T01 – In the Matter of Revisions to Tariff No. 1 of the Ticaboo Utility Improvement District

Commission,

Please accept this letter in response to your letter of March 31, 2015. In compliance to the Commission's request please find enclosed all revised tariff sheets as submitted under Docket No. 16-2508-T01 with the filing date of February 29, 2016 inserted in the footer and the docket number revised.

Should you have any questions or require any additional information, please do not hesitate in contacting me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chip Shortreed".

Chip Shortreed,
CEO & District Manager

Cc: Board of Trustee's – Tom Hill, Chairman
File

Enclosures: Revised Tariff Sheets under Docket No. 16-2508-T01



be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

SEASONAL SERVICE: RESERVED FOR FUTURE IMPLEMENTATION.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.

FORCE MAJEURE: Neither the District nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including but not limited to the following: (a) operation



SCHEDULE No. 9: Small Commercial Service \leq 7,200 kWh/year

AVAILABILITY: At any point on the District's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase electric service supplied at District's available voltage, but less than 25,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is for general nonresidential service except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available for common areas associated with residential complexes. This schedule is for equalized payments, over a period of 12 months beginning on June 1st, for electric service of less than or equal to 7,200 kilowatt hours per year.

MONTHLY BILL:

Customer Service Charge:

Single Phase: \$500.00 per customer (includes \leq 7,200 kWh per year)

Three Phase: \$1,000.00 per customer (includes \leq 7,200 kWh per year)

Power Charge:

Billing Months - June through May inclusive

\$0.00 per kW

Energy Charge:

Billing Months - June through May inclusive

Usage up to 7,200 kWh per year included in the Customer Service Charge

\$0.70 per kWh all kWh's > 7,200 kWh per year

Standby Fee:

\$500.00 for single-phase

\$1,000.00 for three-phase service

POWER FACTOR: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

POWER: The kW as shown by or computed from the readings of the District's power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW.

CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.



TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

SEASONAL SERVICE: RESERVED FOR FUTURE IMPLEMENTATION.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.

FORCE MAJEURE: Neither the District nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including but not limited to the following: (a) operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum Billing Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the Customer is able to resume service, except for any term minimum guarantees designed to cover special facilities extension costs. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.



CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



REGULATION R06: District's Installation

Section 06.01 District's Installation

Except as otherwise provided in these Regulations, a Utility Service Agreement, or the Electric Service Schedules, the District will install and maintain its Facilities on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the District is authorized to make the connections at the Point of Delivery. Electric Service furnished under this tariff will be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from the District at or near the Customer's location.

Section 06.02 District Facilities on Customer's Premises

All materials furnished and installed by the District on the Customer's premises, shall be, and remain, the property of the District. The Customer shall not break the District's seals. In the event of loss or damage to the District's property, arising from malfunction, inoperability, negligence, neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

As needed and without expense to the District, a Customer shall make or procure conveyance to the District of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the District's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.

The Customer shall provide safe, unobstructed access to District representatives at all hours to maintain the District's Facilities. The Customer shall also permit the District to trim trees and other vegetation to the extent necessary to avoid interference with the District's lines and to protect public safety. Safe and unobstructed access is defined as free of any obstructions including, but not limited to, obstructions caused by structures, trees, vegetation, landscaping, equipment or vehicles, driveways or installed foundations, debris, or animals.



CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



POWER: The kW as shown by or computed from the readings of District's Power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor to the nearest kW.

POWER FACTOR: This Power Charge is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.

TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



Ticaboo Utility Improvement District
Ticaboo, UT

Original Sheet No. ES-3-3

P.S.C. Utah No. 1

FORCE MAJEURE: Neither the District nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including but not limited to the following: (a) operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum Billing Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the Customer is able to resume service, except for any term minimum guarantees designed to cover special facilities extension costs. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.



SCHEDULE No. 2: Small Commercial Service

AVAILABILITY: At any point on the District's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase electric service supplied at District's available voltage, but less than 25,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is for nonresidential Customers whose loads have not registered greater than 2,000 kW, more than once in the preceding 12-month period and who are not otherwise subject to service on Schedule 3. This Schedule is for general nonresidential service except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available for common areas associated with residential complexes.

MONTHLY BILL:

Customer Service Charge:

Single Phase: \$260.00 per customer

Three Phase: \$520.00 per customer

Power Charge:

Billing Months - January through December inclusive
\$0.00 per kW

Energy Charge:

Billing Months - January through December inclusive
\$0.70 per kWh all kWh's

Standby Fee:

\$260.00 for single-phase service

\$520.00 for three-phase service

POWER FACTOR: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

POWER: The kW as shown by or computed from the readings of the District's power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW.

CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.



TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.

FORCE MAJEURE: Neither the District nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including but not limited to the following: (a) operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum Billing Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the Customer is able to resume service, except for any term minimum guarantees designed to cover special facilities extension costs. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.



SCHEDULE No. 1: Residential Service

AVAILABILITY: At any point on the District's interconnected system where there are facilities of adequate capacity.

APPLICATION: This schedule is for alternating current electric service supplied at approximately 120 or 240 volts through a kilowatt hour meter at a single point of delivery for all service required on the premises for residential purposes.

When conditions are such that service is supplied through one meter to more than one dwelling or apartment unit, the charge for such service will be computed by multiplying the Customer Service Charge by the maximum number of dwelling or apartment units that may be served and adding the cost of the total kWh used. The minimum monthly charge for active service for one meter through which service is supplied to more than one apartment or dwelling shall be computed by multiplying the Customer Service Charge by the maximum number of dwellings or apartments that may be served. The minimum monthly charge for standby service for one meter through which service is supplied to more than one apartment or dwelling shall be computed by multiplying the Standby Fee by the maximum number of dwellings or apartments that may be served.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes and 50 percent or more of the electrical energy supplied to that dwelling is being used for residential purposes, the premises shall be subject to this or other residential rates. If 50 percent or more of the electrical energy supplied to the premises is used for other than residential purposes, the premises will be classified as non-residential and electric service shall be provided under the appropriate non-residential schedule. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this Schedule will be applied to such service.

MONTHLY BILL:

Customer Service Charge:

Single Phase: \$ 75.00 per customer

Three Phase: \$150.00 per customer

Energy Charge:

Billing Months - January through December inclusive

\$0.70 per kWh all kWh's

Standby Fee:

\$75.00 for single-phase service

\$150.00 for three-phase service

CONNECTION FEES: Any Customer electing to receive electric service from the District at a point of delivery where no electric service connection (or tap) currently exists, has been abandoned, or requires replacement facilities, shall pay a connection fee as listed on Schedule RC. The connection fee must be paid before the District will allow the new point of delivery to be connected to the system.



TURN ON/OFF FEES: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at an existing point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary or involuntary disconnection to 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, the Customer shall pay a disconnection fee as listed on Schedule RC.

At the discretion of the District, the reconnection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the District of the physical discontinuance and restoration of electrical service would exceed the amount of the reconnection fee.

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.

CONTRACT PERIOD: One year or longer.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Utility Service Agreement between the Customer and the District. The Electric Service Regulations of the District on file with the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

OTHER FEES: Other fees shall be charged as listed in the Electric Service Regulations and on Schedule RC.



REGULATION R10: Termination of Services & Deferred Payment Agreement

Section 10.01 Termination of Service

The District may terminate service for any of the following reasons (R746-200-7(B)):

- Nonpayment of a delinquent account for any District utility service
- Nonpayment of a deposit when required,
- Failure to comply with the terms of a deferred payment agreement or Public Service Commission order
- Unauthorized use of, or diversion of, utility service or tampering with wires, pipes, meters, or other equipment or Facilities
- Subterfuge or deliberately furnishing false information
- Failure to provide access to a meter during the regular route visit to the premises following proper notification and opportunity to make arrangements.

When an account is delinquent, the District will issue a written late notice to inform the Customer of the delinquent status. The late notice will include (a) a statement that the account is a delinquent account and should be paid promptly, (b) a statement that the Customer should communicate with the District's collection department, by calling the District, if he or she has a question concerning the account, and (c) a statement of the delinquent account balance, using a term such as "delinquent account balance." (R746-200-7(A)(2)).

The following shall be insufficient grounds for termination of service:

- A delinquent account, accrued before a divorce or separate maintenance action in the courts, in the name of a former spouse
- Cohabitation of a current Customer with a delinquent Customer whose utility service was previously terminated for non-payment, unless the current and delinquent Customers also cohabited while the delinquent Customer received the utility's service, whether the service was received at the current Customer's present address or another address
- When the delinquent account balance is less than \$25.00, unless no payment has been made for two months
- Failure to pay an amount in bona fide dispute before the Commission
- Payment delinquency for third party services billed by the regulated utility company, unless



between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by the State of Utah, or at other times the utility's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

Section 10.03 Disconnection of Service

A Customer shall advise the District at least three days in advance of the day on which the Customer wants utility service disconnected. The District will disconnect the service within four working days of the requested disconnect date. The Customer shall not be liable for the services rendered to or at the address or location after the four days, unless access to the property and/or meter(s) has been delayed by the Customer.

In residential rental property situations where the tenant is not the Customer, the Customer shall advise the District at least 10 working days in advance of the day on which the Customer wants service disconnected and shall sign an affidavit that he is not requesting termination of service as a means of evicting his tenants. Alternatively, the Customer may sign an affidavit that there are no occupants at the residence for which termination of service is requested. In either case, provided the applicable requirements are met by the Customer, the District will disconnect the Service within four working days of the requested disconnect date.

Section 10.04 Deferred Payment Agreement

An Applicant or Customer who cannot pay a delinquent account balance on demand will have the right to receive utility service under a deferred payment agreement subject to R746-200-5(B) unless the delinquent account balance is the result of unauthorized usage of, or diversion of, utility service. If the delinquent account balance is the result of unauthorized usage of, or diversion of, residential utility service, the District will not allow the use of a deferred payment agreement. (R746-200-5(A)).

An Applicant or Customer shall have the right to a deferred payment agreement, consisting of 12 months of equal monthly payments, if the full amount of the delinquent balance plus interest (at the rate set in Schedule RC) will be paid within the 12 months and if the Applicant or Customer agrees to pay the initial monthly installment. The Customer may pre-pay a monthly installment, pre-pay a portion of, or the total amount of the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. The Customer also has the option, when negotiating a deferred payment agreement, to include the amount of the current month's bill plus the reconnection charges in the total amount to be paid over the term of the deferred payment agreement. (R746-200-5(A)).

Section 10.05 HEAT Program

The District shall allow its Customers to participate in the Utah Home Energy Assistance Target (HEAT) program. The District Manager shall coordinate all contact with the Customer, HEAT Program Manager,



- 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.

Section 08.10 Customer Accounts

Each Active Connection 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.



REGULATION R06: District's Installation

Section 06.01 District's Installation

Except as otherwise provided in these Regulations, an ~~Electric-Utility~~ Service Agreement, or the Electric Service Schedules, the District will install and maintain its Facilities on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the District is authorized to make the connections at the Point of Delivery. Electric Service furnished under this tariff will be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from the District at or near the Customer's location.

Section 06.02 District Facilities on Customer's Premises

All materials furnished and installed by the District on the Customer's premises, shall be, and remain, the property of the District. The Customer shall not break the District's seals. In the event of loss or damage to the District's property, arising from ~~malfunction, inoperability,~~ negligence, neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.

As needed and without expense to the District, a Customer shall make or procure conveyance to the District of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the District's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.

The Customer shall provide safe, unobstructed access to District representatives at all hours to maintain the District's Facilities. The Customer shall also permit the District to trim trees and other vegetation to the extent necessary to avoid interference with the District's lines and to protect public safety. Safe and unobstructed access is defined as free of any obstructions including, but not limited to, obstructions caused by structures, trees, vegetation, landscaping, equipment or vehicles, driveways or installed foundations, debris, or animals.



Section 04.04 Unmetered Service

Service to fixed loads, with fixed periods of operation, such as street lights, traffic lights and other similar installations may, for the convenience and mutual benefit of the Customer and the District, be unmetered. The average monthly use (one twelfth of the annual use) determined by test or estimated from equipment ratings shall be billed monthly in accordance with the applicable schedule.

Section 04.05 Customer's Use of Service

Electric Service will be supplied only to those for whom the District is the sole source of electric power and energy unless otherwise provided under an appropriate agreement. Service shall be used by the Customer only for the purposes specified in the Electric Service Agreement and applicable Electric Service Schedule(s). If the Customer obtains any part of his/her electric requirements from any source other than the District, supplementary or standby/inactive Service will be supplied only under Electric Service schedules specifically applicable to such service.

Section 04.06 Service to Tenants

The District supplies Electric Service for the exclusive use of the Customer. The Customer shall not extend his/her electric facilities for service to other Customers or premises and shall not resell Electric Service to any other person or entity unless taking Electric Service under Electric Service schedule(s) that specifically provide for reselling.

Electric power purchased by Customers shall be used solely by the Customer and its tenants involved in the same business enterprise and associated activities on the same premises. The cost of the Electric Service shall either be absorbed, or reflected in the rent or in the price of the goods or services as an unidentifiable charge to the tenant. Such Customers may also enter into three party agreements to allow the District to deliver power and energy to Customers' tenants through the Customers' electrical system.

Section 04.07 Tenant Notification of Account Status, Termination, and Right to Make Current

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.

Section 04.08 Continuity of Service

Unless otherwise specified in an Electric Service Agreement, Electric Service is intended to be



continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuations. The District does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

Causes beyond the District's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, court orders, litigation, breakdown of or damage to Facilities of the District or of third parties, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the District's system is interconnected and acts or omissions of third parties.

Repair, maintenance, improvement, renewal or replacement of Facilities, or any discontinuance of service which, in the District's judgment, is necessary to permit repairs or changes to be made in the District's generating, transmission or distribution facilities or to eliminate the possibility of damage to the District's property or to the persons or property of others. To the extent practicable, such work, repairs, or changes shall be done in a manner which will minimize inconvenience to the Customer and whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.

Automatic or manual actions taken by the District, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability, or stability of the District's electric system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the District's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers, and switches.



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 Utility 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, or Lateral Service to, 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 seasonal grazing 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, or Lateral Service, for any utility service is present on, or laterally to, 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 seasonal grazing 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 Utility 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 Utility 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 Utility 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, or the change is made during Open Enrollment.

Customers choosing to increase their Electric Service Schedule during Open Enrollment may do so with an effective date from and after the date of the next meter reading. Customer's choosing to decrease their Electric Service Schedule during Open Enrollment may do so with an effective date beginning the new Service Year.

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 Utility 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 a Utility 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 Utility Service Agreement in accordance with Electric Service Regulation No. 10 or suspend Service in accordance with Electric Service Regulation No. 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. The District reserves the right to place a lien on the customer(s) property(s) for any past due amounts owed and holding the lien in full force until such time as the past due debt is paid in full.

Section 03.10 Eligibility for Residential Service

Residential Electric Service is to be conditioned upon payment of deposits and fees 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. 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 a Utility 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 and taps 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 pay standby fees for all utility services until such time as the District 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 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, and any other fees in place in the District at the time of reconnection for electric, water, wastewater, and solid waste services. 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.



**Ticaboo Utility Improvement District
Ticaboo, UT**

Original Sheet No. ER-03-6

P.S.C. Utah No. 1

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 R02: 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.
- 3) Agreement - See Electric Service Agreement.
- 4) Agreement Period or Service Year - January 1st through December 31st of each calendar year.
- 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.
- 7) Application or Application for Electric Service - The initial written request by an Applicant for provision of Utility 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 (January to December). 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 the 12-month period.
- 9) Capacity - Electrical load that equipment or electrical system can carry.
- 10) Commission - The Public Service Commission of Utah.
- 11) Connection Fee (a.k.a. Hook-up 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 main to the meter, or stub-up.
- 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.

- 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.
- 15) Contract Year - See Agreement Period
- 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.
- 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.
- 18) Deferred Payment Agreement - An agreement to receive or to continue to receive residential Utility Service pursuant to Electric Service Regulation No. 10 and to pay an outstanding debt or delinquent account owed to the District.
- 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.
- 21) Disconnection of Service - See Termination of Service.
- 22) District – The Ticaboo Utility Improvement District.
- 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.
- 24) Utility 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.
- 25) Energy - Electric energy measured in kilowatt-hours.
- 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
- 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.



- 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.
- 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."
- 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.
- 34) Lateral Service – any distribution (a.k.a. transmission, or main) line that runs adjacent to, parallel to, or through, the property is considered Lateral Service.
- 35) Load Limiter - A device that automatically interrupts Electric Service when the preset demand is exceeded.
- 36) Meter - A device used to measure the electricity, or water, transmitted from the District to a Customer.
- 37) 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
- 38) Month or Billing Month - The period of approximately thirty (30) days between regular successive billing dates.
- 39) Open Enrollment - A period of time set aside for Customer's to make changes to their existing Agreement. Open Enrollment is October 1st through October 31st of each year.
- 40) Partial Requirements Service - Service to a load which is partially or wholly served from another source of power.



- 41) 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.
- 42) 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.
- 43) 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.
- 44) Property Owner - An owner of real property within the District's boundaries as record within the respective county recorder's office.
- 45) Rated Capacity -The electrical load for which equipment or an electrical system is designed.
- 46) Reconnection/Disconnection Charges – Otherwise known as Turn On/Off Fee. 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.
- 47) 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.
- 48) Schedule Billing - The total charges for Service, including minimums, computed in accordance with the District's applicable rate schedule.
- 49) 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.
- 50) Service Classification - The classification of utility service as either residential or commercial.
- 51) Solid Waste Service - Trash service provided by the District through use of community trash containers accessible to all District customers.
- 52) 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.
- 53) Standby Connection - The connection, or a connection that would be available upon request and is lateral to any distribution ("main"), 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.



- 54) Standby Fee - The fee required to be paid for a standby connection within the District.
- 55) Subdivision - An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.
- 56) 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 charge is listed on Schedule RC.
- 57) 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
- 58) Tariff - Together, these Electric Service Regulations, the various Electric Rate Schedules, and Regulation Charges published by the District.
- 59) 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.
- 60) Tenant - A person or persons who rent or lease property from the Property Owner.
- 61) Termination of Service - The disconnection of Electric Service to a Customer at a particular location.
- 62) Transfer of Service - transferring service from one customer to another customer on an existing active connection.
- 63) Turn On/Off Fee - *See Reconnection/Disconnection Charges.*
- 64) Unified Billing - The inclusion of billed amounts for all utility services on a single bill from the District.
- 65) Utility Service - Electric, Water, Wastewater, or Solid Waste service, together or individually.
- 66) Vacant Property - A property where a tap(s) may or may not exist and is not a Developed Property.
- 67) Water Service - Culinary water service provided by the District.
- 68) 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



**Ticaboo Utility Improvement District
Ticaboo, UT**

Original Sheet No. ER-02-6

P.S.C. Utah No. 1

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 statute, the remaining provisions, paragraphs, words, sections, and chapters hereof shall not be affected and shall continue in full force and effect.



REGULATION R01: General Provisions

Section 01.01 General Information

General information about the Ticaboo Utility Improvement District (the “District”) may be found in the District’s Administrative Rules and Regulations Manual (the “AR&R”). Information available in the AR&R includes, among other things, details of District administration, finance, meetings, and records policies. A copy of the current AR&R is available at the District offices and additional copies may be obtained for a nominal copying fee.

Section 01.02 District Government Vested in the Board of Trustees

The District is governed by a Board of Trustees (hereinafter referred to as the “Board”), which manages and conducts the business and affairs of the District and determines all questions of District policy. The District Manager is the chief executive of the District and is responsible for day-to-day management of District operations. Further details regarding the function and authority of the Board and the District Manager are available in the AR&R.

Section 01.03 Tariff and Rate Schedules

The Tariff, consisting of these Electric Service Regulations and the Electric Rate Schedules, may be amended from time to time by the Board as needed to provide for efficient and effective administration of the District.

The Rate Schedules may be revised and amended from time to time when, in the opinion of the District's Board of Trustees, revisions are necessary to yield revenues adequate for the payment of operating expenses, capital improvements, bond indebtedness, and other obligations existing against the system together with any interest due thereon.

Prior to the implementation of any rate increase, the District will hold a public meeting for all its Customers and members. Notice will be mailed at least ten calendar days prior to the meeting. In addition, any schedule of new rates or other change that results in new rates must be approved by the Board.

All charges not specifically listed in this Tariff that are the responsibility of the Applicant or Customer, including for example, the cost of cutting and replacing pavement and cement where necessary, shall be fixed and charged as determined by the District Manager.

All actual costs occasioned by a nonstandard request of a Customer shall be paid by the Customer. The District’s rates for items necessitated by such requests, as set forth in this Tariff, shall also be paid by the Customer.



Unless the District is otherwise contractually bound, the rates shall be determined from the Tariff in effect at the time Service is rendered and shall not be determined by any estimate received from the District. There shall be no guarantee that any quoted rate, whether oral or written, will be in effect when the Service is actually rendered.

The District Manager shall file with the Commission, for informational purposes only, the current Tariff at least annually, and any time the rates are increased. (U.C.A. § 54-4-1.1 (2012)).

This Tariff will be produced in loose-leaf form and contain all the requirements as described in Rule R746-405. A copy of the effective Tariff will be maintained and open for public inspection at the District's office at all times. The District will post in a conspicuous place in its office a notice to the effect that copies of the schedule of applicable rates in the District are on file and may be inspected by anyone desiring to do so. (R746-405-2(F)).

The District will ensure that canceled tariff sheets are removed from the binder of currently effective tariffs. The District will permanently retain a file of all canceled tariff sheets. (R746-405-2(B)).

The District hereby incorporates the terms of Residential Utility Service Rules (R746-200) into the Tariff.

Section 01.04 Electric Connections

All Applicants shall pay the applicable fees, including but not limited to engineering, connection, meter set, inspection, and permit fees. The Applicant is responsible for all installation and replacement, costs in addition to the District's fees.

Section 01.05 Inspections

Prior to commencing Electric Service, District personnel must be allowed to inspect all lines and related Facilities within and upon the premises. If the District Manager does not approve of the same, the Applicant shall correct each deficiency identified at the Applicant's sole expense so as to meet the requirements of the District and of any other governmental entity having jurisdiction.

After Electric Service has commenced, District personnel shall have the right to inspect all lines, and related Facilities within and upon the premises with reasonable notice to the Customer to ensure compliance with the District's rules and regulations. The District may require that deficiencies and/or violations be corrected at the Customer's sole expense.

Any Customer of the District may have any appliance used in the measurement of electricity tested, upon paying the appropriate fees. (U.C.A. § 54-4-20 (2012)).

The Applicant or Customer must pay all reasonably required inspection fees.



ELECTRIC CHARGES	
Connection Fees -Electric Service	
Residential	\$2,865.00 per incident
Commercial	\$3,066.00 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
Turn On/Off Fees – Electric Service	
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 - Electric	\$1,000.00 per incident plus \$100 per day



WATER CHARGES	
Connection Fees -Water Service	
Residential	\$3,699.00 per incident
Commercial	\$3,699.00 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
Turn On/Off Fees – Water Service	
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 - Water	\$1,000.00 per incident plus \$100 per day



WASTEWATER CHARGES	
Connection Fees -Wastewater Service	
Residential	included with water connection fee
Commercial	included with water connection fee
Turn On/Off Fees – Wastewater	
Residential	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	Included with Water Turn On/Off Fees
All Other Times	Included with Water Turn On/Off Fees
Commercial	
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays	Included with Water Turn On/Off Fees
All Other Times	Included with Water Turn On/Off Fees
Tampering/Unauthorized Reconnection Charge - Wastewater	\$1,000.00 per incident plus \$100 per day

SOLID WASTE CHARGES	
Service Fee (due at the beginning of service)	
Residential	\$100.00
Commercial	\$200.00
Tampering/Unauthorized Use Charge – Solid Waste	\$1,000.00 per incident plus \$100 per day



SPECIAL SERVICES	
Utility locator service	\$200.00 per request
Records Request - GRAMA	
Research Labor	\$20.00 per hour
Photocopies	\$0.25 per page
Electronic Media (CD, USB, etc.)	Actual cost
E-Mail	No Charge
*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.	
Equipment Use w/Operator – 1 hour minimum (at the District’s discretion)	
Light Duty	\$75.00 per hour
Medium Duty (Tractor)	\$100.00 per hour
Heavy Duty	\$150.00 per hour
District Labor Charges – 1 hour minimum (at the District’s discretion)	
Non-Supervisor 1	\$16.00 per hour
Non-Supervisor 2	\$13.00 per hour
Supervisor	\$20.00 per hour
Profile metering data or special contract account	Actual cost but not less than \$50.00 per month
Application Fee	50.00 per incident
Administrative Fee	\$20.00 per hour
Inspection/Re-Inspection Fee	Actual Cost per inspection, but not less than \$20.00 per hour per incident