

Date \_\_\_\_\_  
Account # \_\_\_\_\_

RIVER HEIGHTS CITY  
520 South 500 East  
**UTILITIES SERVICE AGREEMENT**

Please complete the application and return it to River Heights City, along with the deposit of \$100.  
(Office hours: M-Th, 9:30 a.m. - 2:30 p.m., Closed Friday)

CUSTOMER NAME \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SPOUSE NAME \_\_\_\_\_ PHONE \_\_\_\_\_

SPOUSE EMAIL ADDRESS \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_ SERVICE START DATE \_\_\_\_\_

BUYING \_\_\_\_\_ RENTING \_\_\_\_\_ LANDLORD NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMPLOYER \_\_\_\_\_

NAME ADDRESS PHONE

SPOUSE EMPLOYER \_\_\_\_\_

NAME ADDRESS PHONE

PERSONAL REFERENCES (FRIEND/ASSOCIATE/RELATIVE) - LIST TWO

NAME ADDRESS PHONE

NAME ADDRESS PHONE

By signing below, Customer agrees to, acknowledges to have read, all the accompanying terms and conditions on the reverse side of this application. Charges are the responsibility of both husband and wife under Utah law regardless of who signs this application.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

DEPOSIT AMOUNT \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

## TERMS AND CONDITIONS OF SERVICE

The above signed applicant, (hereinafter "Customer"), applies to River Heights City Corporation, (hereinafter "City"), for water, sewer, and garbage services (hereinafter "Utilities Service"). In consideration for acceptance of this application by City for Utilities Service, Customer agrees to the following:

### GENERAL TERMS

- 1) Customer has the authority to sign this agreement, and thereby grants license to City to enter property for meter reading and inspection of Utilities Service.
- 2) Customer shall pay for such services in accordance with all associated rules and regulations at the applicable service rates now in effect, or as City in the future may amend.
- 3) Customer shall abide by the rules, regulations, resolutions, or ordinances enacted or adopted by the governing body as applicable to City's Utilities Service.
- 4) City may assess a fee of thirty dollars (\$30.00) for a returned check.
- 5) Customer shall keep and maintain Utilities Service meters and equipment free of barriers, animals and vegetation. If the meters and equipment are not accessible, then City shall give thirty (30) days notice to Customer to make the meter accessible. After thirty (30) days notice expires, City may take action to make meters and equipment accessible, and then assess Customer for any costs associated with maintaining accessibility.
- 6) Customer agrees to pay for any damage to Utilities Service meters or equipment resulting from Customer's negligent or intentional conduct, but not for damage resulting from normal wear.
- 7) Customer shall notify City at least one week in prior to termination of service.
- 8) At no charge, a Customer may request termination of Utilities Service; however, City will assess a fee at time of reconnection.
- 9) Upon request, City will provide Utilities Service account information for the previous two (2) years. Customer shall be responsible to maintain past account history records beyond two (2) years.
- 10) City shall mail any notices, Security Deposit refunds, and any other correspondence to Customer at the "MAILING ADDRESS" provided by Customer on this application and Agreement.
- 11) City will resolve any situation or circumstance not covered by these terms and conditions on a case by case basis.

### SECURITY DEPOSIT

- 12) Any new Customer applying for Utilities Service shall make Security Deposit. RHCC 8-1-1.
- 13) The security deposit for each single family dwelling unit, living unit, or apartment shall be one hundred dollars (\$100.00), or other amount by City Council resolution or ordinance.
- 14) City shall not accept letters of credit or bonds as alternative to a cash deposit for resident or commercial accounts.
- 15) Refund of the deposit may come at the time of:
  - a) Termination of Utilities Service by Customer. City may apply a Security Deposit as a credit towards the amount due on the final billing statement of an account; however, nonpayment of past due amounts will result in retroactive reversal of the credit, and forfeiture of the Security Deposit.
  - b) Two (2) years of continuous service with a good credit record with the city RHCC 8-1-4.
- 16) City may, but need not, apply a Security Deposit towards past due bills for services provided previously to the subject property. City may discontinue service even though City has not applied the Security Deposit to the payment of past due amounts. The Security Deposit shall not be construed as an advance payment for Utilities Service. City shall consider past due accounts as delinquent notwithstanding the existence of any amount on deposit.
- 17) Customer shall not have the right to compel City to apply the Security Deposit towards a past due account balance to cure delinquency.
- 18) At final settlement of Customer's account, City shall refund any unused balance of the Security Deposit to Customer. Customer agrees that City may not refund remaining credit amounts less than five (\$5.00) dollars to Customer.

### DELINQUENT ACCOUNT POLICY

- 19) Pursuant to River Heights City Code (hereinafter "RHCC"), Section 8-1-3, City shall consider an account delinquent if Customer fails to pay the amount due by the due date (usually thirty (30) days after the date of the billing statement). Ten (10) days after the due date, City may discontinue or disconnect Utilities Service. Interest on delinquent account balances accrues at a rate of 1.5 % per month (18 % per year).
- 20) If an account becomes delinquent, due to City error or mistake (e.g., unread meter, clerical error, etc.), Customer shall repay any balance owing, subject to the terms contained in Section 25(a) and (b) of this Agreement, but without accrual of interest.
- 21) After delinquency, City shall have the right to institute collection proceedings by any lawful means available, including civil suit in a court of proper jurisdiction, and lien against real property where City provides Utilities Service. Customer expressly agrees to pay all costs of collection, including but not limited to court

costs and reasonable attorney's fees.

22) Customer receives notice of delinquency for a past due amount in the next monthly billing statement. If Customer fails to pay the past due amount and cure the delinquency within five (5) days of receipt of the monthly statement showing the delinquency, City shall send Customer a blue final notice of past due account. The final notice shall state that Customer must make payment of the past due amount within five (5) days, or City may terminate or shut off Utilities Service on the seventh (7th) day. The following exception applies: If prior to the delinquency, Customer has maintained the account in good standing, then City may grant a time extension for the payment of past due amounts.

23) City monitors the following types of accounts on a continuing basis: accounts operating under a Deferred Payment Agreement, accounts of Customers who have declared bankruptcy, accounts receiving financial assistance from other outside sources of funds, and if any account in those categories become delinquent, then, after seven (7) days delinquency, City may require immediate payment in full of past due amounts, otherwise, at its discretion, City may terminate or disconnect Utilities Service.

24) A Customer unable to cure the delinquency of a past due account balance has the right to receive continuing Utilities Service through repayment of the past due amount under a Deferred Payment Agreement.

### DEFERRED PAYMENT PLAN

25) Customer, together with the City Recorder, or City Clerk, shall create a Deferred Payment Plan to cure any delinquency subject to the following terms:

a) For past due amounts under three hundred dollars (\$299.99 and below): the Plan shall divide the past due amount into equal portions. A portion of the amount past due shall be added to the regularly occurring future monthly charges, and repaid over a period of time not to exceed six (6) months.

b) For past due amounts three hundred dollars (\$300.00) or above: the Plan shall divide the past due amount into equal portions. A portion of the amount past due shall be added to the regularly occurring future monthly charges, and repaid over a period of time not to exceed twelve (12) months.

c) The past due balance carried under a Deferred Payment Plan will accrue interest at the rate of 1.5 % per month (18% per year)

d) At the time of creation of the Deferred Payment Plan, Customer shall make the first payment under the Plan.

e) There is no penalty for early repayment of the past due amount.

f) The Deferred Payment Plan shall be in written form, signed and dated by Customer and by either the City Recorder or the City Clerk. Customer shall receive a copy of the Plan, and the original shall remain on file at City offices.

g) Any breach or late payment under the Deferred Payment Plan shall cause Customer's Utilities Service account to revert to delinquent status, at which time City may terminate Utilities Service immediately.

h) After breach of the Plan and, if disconnect or termination of Utilities Service occurs, City may elect not to reconnect services until the Customer pays in full the past due amount and an additional Supplemental Security Deposit in an amount equal to two (2) times the average monthly Utilities Service charge for the account.

### RECONNECTION

26) Pursuant to RHCC 8-1-5 City shall assess Customers a reconnection fee of twenty five dollars for termination of Utilities Service resulting from nonpayment or delinquency. Any subsequent reconnection fees for this same reason will be assessed at \$50.00.

27) City shall reconnect Utilities Service during the following hours: 9:00 a.m. to 4:00 p.m., M-F. An additional \$25 will be charged outside of these hours.

28) Account balance must be brought current before service is reconnected.

29) If at the time of reconnection Customer's account does not have a full and current Security Deposit, City shall require a new Security Deposit.

### ADMINISTRATIVE REMEDIES

30) Customers with questions, concerns or disputes regarding Utilities Service or account, may contact the City Recorder or City Clerk.

31) The City Recorder or City Clerk may escalate unresolved issues to the responsible City Council Member.

32) Customers may appeal decision of the City Council Member to the whole City Council.

### DIVORCE/SEPARATION SITUATIONS

33) **Legal Notice:** Customers and their spouses remain jointly and severally liable for debts arising from necessities of life for family, such as Utilities Service. A Utilities Service Security Deposit remains the property of both Customer and spouse.

34) In the event that a Customer wishes to move and terminate this Agreement, the Customer's spouse (or former spouse), who wishes to remain at the property and continue to receive Utilities Service must complete a new Agreement. Customer may sign a written release authorizing City to transfer the pre-existing Security Deposit to the spouse's new Utilities Service Agreement. In the absence of termination of Utilities Service and a written release, the Security Deposit will remain with City as security for continuing service.