

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)

APPLICANT NAME \_\_\_\_\_ PHONE \_\_\_\_\_

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

CO-APPLICANT NAME \_\_\_\_\_ PHONE \_\_\_\_\_

CO APPLICANT 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 spouses 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, maintenance 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 will assess a return check fee (per fee schedule).
- 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, 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 prior to termination of service and will give a forwarding address for final bill.
- 8) At no charge, a Customer may request disconnection 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 notices, and 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.
- 12) City billing errors, resulting in a credit to customer, will be credited back six (6) months.

### SECURITY DEPOSIT

- 13) Any new Customer applying for Utilities Service shall make Security Deposit. River Heights City Code (hereinafter "RHCC") Section 8-1-1.
- 14) The security deposit for each single-family dwelling unit, living unit, or apartment shall be according to the fee schedule.
- 15) City shall not accept letters of credit or bonds as alternative to a cash deposit for resident or commercial accounts.
- 16) Refund of the deposit may come at the time of:
  - a) Termination of Utilities Service by Customer. Security Deposit will be applied as a credit towards the amount due on the account balance after final bill.
  - b) Two (2) years of continuous service with a good credit record with the city (RHCC 8-1-5). Deposit will be applied as a credit to account.
- 17) City may disconnect service (due to non-payment) 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.
- 18) Customer shall not have the right to compel City to apply the Security Deposit towards a past due account balance to cure delinquency.
- 19) 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

- 20) Pursuant to RHCC, Section 8-1-4, City shall consider an account delinquent if Customer fails to pay the amount due by the due date. Interest accrues at a rate of 1.5 % per month (18 % per year) and is billed the first day of the month after two delinquent billing cycles.

- 21) 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 26 of this agreement, but without accrual of interest.
- 22) 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.
- 23) Customer receives notice of delinquency for a past due amount in the next monthly billing statement. If a customer fails to pay the past due amount and cure the delinquency by the 1<sup>st</sup> of the following month, a second notice will be mailed, which will notify the customer of the possibility of disconnection. If payment is still not received within 5 days after the second notice is given, the customer will receive a final shut off notice, delivered in person, and the customer will have 2 days after delivery of the final notice to bring the account current or services may be disconnected.
- 24) City monitors the following types of accounts on a continuing basis: accounts operating under a Deferred Payment Agreement, accounts of Customers who have a history of delinquency, declared bankruptcy and accounts receiving financial assistance from other outside sources of funds. If an account in these categories become delinquent, City may start the delinquency process 30 days sooner than stated above.
- 25) 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 Plan.

### DEFERRED PAYMENT PLAN

- 26) Customer, together with the City Recorder, or City Clerk, shall create a Deferred Payment Plan to cure any delinquency.
  - a) 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 disconnect Utilities Service immediately.
  - b) After breach of the Plan and, if disconnection 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

- 27) Pursuant to RHCC 8-1-6 City shall assess Customer a reconnection fee of twenty-five dollars for disconnection of Utilities Service resulting from nonpayment or delinquency.
- 28) City shall reconnect Utilities Service during the following hours: 9:00 a.m. to 4:00 p.m., M-F. An additional \$25 may be charged outside of these hours.
- 29) Account balance must be brought current before service is reconnected.
- 30) If, at the time of reconnection, Customer's account does not have a full and current Security Deposit, City may require a new Security Deposit.

### ADMINISTRATIVE REMEDIES

- 31) Customers with questions, concerns or disputes regarding Utilities Service or account, may contact the City Recorder or City Clerk.
- 32) The City Recorder or City Clerk may escalate unresolved issues to the Mayor.
- 33) Customers may appeal decision of the Mayor to the City Council.

### DIVORCE/SEPARATION SITUATIONS

- 34) 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.
- 35) 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. The Security Deposit will remain with City as security for continuing service.