

RESORT IMPROVEMENT DISTRICT #1

9126 SHELTER COVE ROAD

WHITETHORN, CA 95589

Phone: (707) 986-7447 Fax: (707) 986-7435

APPLICATION FOR UTILITY SERVICES

(Please PRINT or TYPE the following information.)

Name of Applicant(s): _____

I am the [] Owner of the service location property and hereby request the Resort Improvement District No. 1 (District) to provide me the following utility services on the date(s) indicated:

[] Water _____ [] Sewer _____ [] Electrical _____
Service Date Service Date Service Date

* Note: Renter (or Owner's Agent) cannot apply for utilities but can receive a copy of the utility bill with the owner's approval.

Service Location:

Blk# _____ Lot # _____ APN _____

Street Address: _____

Billing Address (if different than service location): _____

Telephone Number:

_____ (Home) _____ (Cell)

Have you had service with the District Before? _____ If yes, when? _____

Applicant's Occupation: _____

Employed by: _____

Employer's Address: _____

Please give two credit references:

Name: _____ Telephone # _____

Name: _____ Telephone # _____

In the course of regular water meter readings, should a District Employee note unusual water consumption and is unable to reach me, please contact:

Name: _____ Telephone # _____

If the District is unable to reach my emergency contact, or me,
[] I authorize [] I do not authorize
the District to shut off the water service until I can check for leaks.

GENERAL PROVISIONS

Billing and Payment Responsibility for Services

Bills shall be due and payable at the District office as of the date mailed to the customer and shall be considered delinquent if payment is not received by the first day of the month following billing. Bills shall be so imprinted. Failure to receive a bill does not relieve the customer of liability, and any amount due shall be deemed a debt to the District. A fee shall be assessed against applicant, as per the Administrative Rate Schedule (ARS), if applicant's check is returned unpaid for any reason. A 10% late charge shall be assessed on all arrears.

The applicant is responsible and will be held liable for all charges for utilities consumed until the District is notified in writing to discontinue service or to transfer the account to another party. The **owners** of property shall be held **responsible for services used on their premises** although payments may be accepted from tenants. In the event tenants do not pay in accordance with the provisions of the District's regulations, the service(s) shall be disconnected and shall not be restored until the delinquent service charges have been paid, including all arrears, penalties, disconnect and reconnect fees.

When a change of occupancy or of legal responsibility takes place on applicant's premises, written notice of such change shall be given to the District no less than three (3) working days prior to such change. The owner of the property shall give such notice. Closing of account, final billing and refund of deposit (if any) may be expected within thirty (30) working days of such notification. The outgoing customer shall be held responsible for all charges prior to the date in the notice for change of service. The new customer shall pay an account transfer fee according to the amount set in the ARS. If the outgoing customer has disconnected services, the new applicant shall pay for reconnection of services.

Deposit for Services

Deposits may be required on any account where no previous record of payment has been established or where delinquencies persist. The deposit policy is two times the highest monthly invoice over the previous twelve months, but not less than \$200. Deposits will be refunded upon the customer's termination of service and payment of account(s) in full.

New Installations

In the case of new installations or requests for additional utility services or hookups, no application for utility service(s) will be accepted by the District until the applicant submits proof that proper permits have been received from all agencies that require them and until applicant has located and marked the corner lot stakes on the service property.

All customers requesting service connections in areas annexed to the District must pay the District in advance the capacity fees as per the ARS for parcels in the annexed area.

Right-of-Way and District Equipment

It is understood that the District is granted the right-of-way over applicant's premises along the shortest practicable route for any pole or pole line necessary for the purpose of supplying service and for the purpose of meter reading. Meters shall be accessible to District personnel at all times for the purpose of both meter readings and maintenance checks. In no case will meter readings be made by appointment.

The District's jurisdiction and responsibility ends at the property line insofar as water and sewer hookups are concerned, and the point of delivery described below for electric service.

- Electricity (aerial): At the point where the weather head is installed.
- Electricity (underground): At the District's electrical meter servicing the property.

In no case will the District be responsible or liable for damages occasioned by faulty installations, broken pipes or faulty fixtures belonging to applicant.

No one, except authorized District personnel or agents of the District, shall, at any time, in any manner, operate the curb cocks or valves, main cocks, gates or valves of the District's system, or interfere with meters or their connections, street mains, hydrants, or other parts of the water system. No one shall at any time, in any manner, tamper with District electrical facilities, interfere with meters or their connections, or any other parts of the District's systems. If a meter is found unsealed due to no fault of the District, applicant shall be charged the same fees as for disconnect/reconnect as established by the ARS.

ELECTRICAL SERVICE PROVISIONS

Connections

The District will make no electrical service connections for a new structure, whether temporary or permanent, unless and until the service entrance has been officially stamped by the Humboldt County Building Inspector. It is applicant's responsibility to notify the District that official approval has been received from the County Building Inspector. Temporary service will be disconnected upon completion of the premises or one year after initial hookup, whichever comes first. Any extension to the one-year limitation is at the discretion of the General Manager.

All applications for commercial hookups are subject to the approval of the General Manager and/or Board of Directors.

Meters

Meters shall be installed on the outside of buildings or service structures. The District's representative must approve exceptions to this practice.

In the case of multi-family dwellings, all charges for consumption on a single meter shall be

billed to the owner of the property.

Auxiliary Power Source

No auxiliary power source will be connected to the service without a positive disconnect from District service. Prior District approval is required for any alternate energy source and method of positive disconnect. Should applicant fail to comply with this regulation, applicant will be held liable for any damage or injury sustained by District employees, other person(s), and for any damage to District, or any other customer's equipment, and applicant's service is subject to immediate disconnect.

Ground Wire Attachments

A dedicated visual ground rod for each metered electric service shall be installed. No person may attach a ground wire to any plumbing or service connection as the sole electrical ground. The District will hold the person liable for any damage resulting from such attachment.

WATER SERVICE PROVISIONS

Service

The District may discontinue service if applicant knowingly permits leaks or wastes water. Wasteful and/or negligent use of water includes but is not limited to:

1. Allowing water to run uncontrolled into street or other natural course, ditch or drain.
2. Washing of vehicles or for other purposes without use of spring-loaded shut-off nozzle to prevent continual flow of water without beneficial use.
3. Failing to use and maintain water-saving devices as required by County Ordinance.

Backflow Device

If a backflow device is required per Title 17 of the State of California Department of Public Health, applicant will furnish and install said device, and such installation shall be open to tests and inspection by the District. Material and labor costs for installation shall be borne by applicant in addition to the regular hookup fee charge. The District prior to installation must approve the plans for the backflow protective devices, and the District's authorized

representative will inspect such installation before water service is turned on. A licensed back-flow device inspector must inspect devices at least once a year, and evidence of inspection/approval shall be presented to the District. Inspection and repair costs are applicant's responsibility.

SEWER SERVICE PROVISIONS

Dumping any of the following matter into a public sewer system constitutes a violation of the District's Sewer Ordinance and such violation is reason for disconnect:

1. Any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with the sewage treatment process, constitutes a hazard to humans or animals, or creates any hazard in the receiving waters of the sewage treatment plant.
2. Any liquid or vapor having a temperature higher than 150° Fahrenheit.
3. Any water or waste which may contain more than 100 parts per million (ppm) by weight of fat or grease.
4. Any gasoline, benzene, naphtha, fuel, oil, or other flammable or explosive liquid, solid, or gas.
5. Any garbage that has not been properly shredded to such a degree that each particle can be carried freely under the flow condition normally prevailing in the sewer.
6. Any water or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
7. Any ashes, cinders, sand, mud, rock, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, or any other solid or viscous substance which could obstruct the sewer flow or cause interference with or damage to the proper operation of the sewer system and treatment facilities.
8. Any water or waste having a pH lower than 5.5 or higher than 9.0 or having other corrosive properties capable of causing damage or hazards to persons, property or the proper operations of the sewer system and treatment facilities.
9. Any noxious or malodorous gas or substance capable of creating a public nuisance.
10. Any septic tank sludge.
11. Any swimming pool contents.

Under provisions of the District's Ordinances, any person violating any of the provisions contained in the District Ordinances shall be liable for any expense, loss or damage occasioned by the District by reason of such violation.

By making this application, I (we) realize I (we) must adhere to the Rules, Regulations and Standards of the District as outlined in its Ordinances and/or Resolutions governing utility services, including, but not limited to, the Provisions outlined in this application.

Applicant(s) Signature: _____ Date: _____

_____ Date: _____