



295 East 300 North PO Box 175 Annabella, UT 84711 Phone : (435) 896-6571
annabellatown@hotmail.com www.sweethomeannabella.com

UTILITY SERVICE AGREEMENT

Applicants Name: _____

Service Address: _____

*Billing Address _____

Phone: _____ Email: _____

Would you like to be on the Annabella text message alert system regarding Town information? Yes _____ No _____

If yes, please provide phone number(s) to send notifications to: _____
(Be sure to answer YES when you get the text asking you if to verify)

After you receive your first **paper statement, you will have the ability to sign into Xpress Billpay for online payment and paperless billing options*

Please read & sign next page →

OFFICE USE ONLY

NEW HOME CONSTRUCTION

Connection fees \$1,500 Impact Fees \$2,400 Security Deposit \$100
TOTAL FEES: \$4,000 || PAID: _____ Date: _____

Account # _____ Deposit Amount \$ _____

Cross Reference Account # _____

Move in Date: _____

Meter Reading: _____

UTILITY SERVICE AGREEMENT | CUSTOMER PROVISIONS

The undersigned legal owner, hereinafter referred to as “CUSTOMER” applies to Annabella Town hereinafter called “TOWN”, for utility services. Utility service means the providing of water services. In consideration of the acceptance of this application by the Town and rendering of such service, the customer agrees and grants as follow:

1. Customer agrees to pay for utility services at the applicable rates now in effect or as shall lawfully be amended by the Town from time to time.
2. **Customer agrees to pay a security deposit of \$100** to be held as security by Annabella Town in the case of skip, bankruptcy, etc. After two (2) consecutive years of good credit (no delinquent payments), the deposit will be refunded to the Customer.
3. Customer agrees to pay all utility bills by the due date as stated on each bill. It is understood that if the utility becomes 30 days delinquent, the utility service will be turned off. Utility services shall not be restored until all delinquencies have been paid in full as well as a service reconnection fee of \$35.
4. Customer agrees to notify the town that termination of utility services is desired. Any security deposit shall be applied to the final billing. (Annabella Town will not be responsible for additional costs incurred by customer for failure to notify the Town that a termination of service is desired.)
5. Customer agrees to permit the Town, its agents, or employees, to enter the above-described premises at all reasonable times for the purposes necessary and incident to rendering utility service.
6. Customer agrees to make certain that the meters and equipment are readily accessible to the Town and that there are no barriers or animals which would prevent reasonable access thereto. All meters are property of Annabella Town and should not be tampered with. Please contact Annabella Town if you should need to turn off your water or if a water problem occurs.
7. Customer agrees to pay a 10% penalty on amounts not paid by the due date of each month. Customer agrees to pay all attorney fees and costs in the event of collection proceedings.
8. Customer agrees that all bills and notices shall be mailed to the mailing address listed on the reverse side of this agreement. Any changes of this address will require that a change of address be given to the Town.
9. **Customer agrees to contact Town office or Maintenance Supervisor regarding a cross-connection permit before any new sprinkler installation.**
10. **In consideration of the acceptance of the application for water service submitted by a tenant, I will pay for all water services for any such tenant or any other occupant of this premises in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules regulations or resolutions enacted by the town.**

CUSTOMER STATES TO HAVE READ ALL OF THE ABOVE PROVISIONS AND AGREES TO THE SAME

Customer Signature _____ Date _____

Welcome to Annabella

We hope that you will love our beautiful town as much as we do! The following information explains the charges on your bill and other information you will want to know (please initial the bottom page to indicate you have read this document).

Your first bill

Your first bill from Annabella Town will include a charge for your \$100 deposit.

After two consecutive years of good credit (no delinquent payments), the deposit will be refunded to your account. Other charges are as follows:

WA (Water) \$35.97 10,000 gallons
Meters are read monthly. Overages & rates can be found on our website

GB (Garbage) \$13.25 (Single Cart)/ \$15.75 (2 Carts)/\$18.25 (3 Carts)
Annabella is contracted with White's Sanitation, garbage pickup is on Monday mornings.

SW (Solid Waste) \$7.00
The solid waste charge is a landfill charge that is billed to Annabella from Sevier County.

IR (Irrigation) If you have an irrigation connection, the irrigation is billed year-round, although, the water is only available from the first part of April through September. **Note: There is a currently a moratorium on any new irrigation connections.**

PR (Park & Rec) \$7.25
Each household in Annabella pays the Park & Rec Fee. It is a fee that is used to make the annual payment on the community center. There is no charge for Annabella residents to access the recreation room (basketball court) in the community center. There is a small fee for access to the exercise room-see below).

FIT (optional) \$5 (Senior 62+)/\$7.50 (Single) /\$12.50 (Family)

Annabella residents get the special rate for the fitness room. The same key that allows free access to the basketball court is able to allow access to the exercise room. The key allows access from 4

a.m.-11 p.m., unless the building is reserved. A calendar is on the www.sweethomeannabella.com website, as well as on the doors entering the building. Please contact the Town office if you would like to sign up for either a free access key to the basketball court, or a membership key to the fitness room.

Dogs: Annabella has adopted the Sevier County Animal Ordinance and does have a leash law. Dog licenses and proof of current rabies vaccination is also required. The cost to license dogs is: \$10 (spayed/neutered) or \$35 (unaltered). Property owners are allowed to have 2 licensed dogs. Dog owners with three or more dogs are required to submit a conditional use permit, which required signatures notifying the neighbors (forms are at the Town Office or on our website).

Drainage: If you will be altering your driveway in any way (building it up, placing a culvert, etc), please contact the Town Office (896-6571). We will make arrangements to meet with you to discuss what is needed so that drainage is not affected.

Cross Connection: A cross connection is a physical connection between the public drinking water system and anything else, including water supply that can allow undesirable pollutants or contaminants to backflow into the public drinking water system. Annabella has a cross connection control policy, and the Annabella Maintenance Supervisor must be contacted before any new landscape watering systems are installed.

Portable Storage Units: Portable storage units are not allowed in Annabella.

Building Permits: Building permits are required before any building takes place. The only exceptions are field fence and sheds smaller than 10' x 12' that do not have plumbing or electricity. Building permit applications are available at the Town Office and require two signatures from Planning Commission members. Once the signatures are obtained, the applicant takes the permit to the County Building Department to be signed off by the County Building Inspector. Please note the following common situations regarding our Land Use Ordinance:

- *Fences can be built up to 3' until they reach the 30' setback. After the 30' setback, fences may be up to 6' in height.*
- *On corner lots, fences can be built up to 2' in height until 40' from the intersection of the street property lines (40 along each side of the property that is facing a street). After the 40', fences may be built up to 3' in height.*
- *Private garages and accessory buildings located to the rear and at least ten feet away from the main dwelling may be built to the rear and side property lines, provided that: (1) they are constructed of non-combustible material; (2) the roof shall not project across the property line, (3) storm water runoff from the building shall not run onto adjacent property, and (4) the building will not be built over right-of-way easements for utilities. Combustible buildings must be built at least three (3) feet from the rear and side property line and meet the other requirements for accessory buildings.*

Animal Rights Annabella Town allows the following animal rights (please note that Belle View Estates CCR's do not allow for animals in that subdivision): On 1/2 acre lots, two animal units will be allowed, provided they are kept no closer than 40' from any neighbors' human dwelling. For lots 7/10th's of an acre or larger, six animal units will be allowed, with a limit of two animal units per each 10,000 square feet of property above 40,000 square feet.

Examples of animal units: One animal unit (excluding nursing young until six months of age) is equal to one (1) cow OR one (1) horse OR two (2) sheep, OR two (2) goats, OR ten (10) chickens or two (2) turkeys, or four (4) rabbits. One (1) pig counts as two (2) animal units.

Any young that is bottle fed will be considered as one (1) animal unit.