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Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South, 4th flr
Salt Lake City, Utah 84111

Re: *Order to Show Cause (Docket 13-2195-01)*

To whom it may concern:

Hi-Country Estates Homeowners Association (“Hi-Country”) sends this letter in response to the Commission’s Order to Show Cause issued on February 11, 2015 in Docket 13-2195-01. The Order to Show Cause was precipitated by an email from Rod Dansie to the Commission complaining of standby fees charged by Hi-Country. In the Order to Show Cause, the Commission notes that the Division of Public Utilities (the “Division”) reviewed Mr. Dansie’s email and determined that it “raises duplicative issues the Commission has previously addressed in this docket.” Hi-Country concurs with the Division’s assessment of Mr. Dansie’s email.

Mr. Dansie’s email requests that the Commission “make a full review of the charges for standby fees, late charges, interest [*sic*] attorney fees, and all other charges that Hi-Country Water has levied” against two lots within Hi-Country Estates owned by the Dansie family. Such a review, at least as relating to the period during which Hi-Country was subject to Commission regulation, has just been very thoroughly performed as part of the rate approval process recently completed in Docket 13-2195-02. As the Commission is aware, Mr. Dansie was granted intervention in that docket and participated, with the assistance of legal counsel, throughout the process.

Indeed, Mr. Dansie’s latest email seems to do little more than restate his dissatisfaction with the fact that he and the other Dansie family members, as owners of two lots within Hi-Country Estates, are required to pay standby fees for water service. Mr. Dansie’s original complaint filed on June 13, 2013 claims that he was “served summons for standby fees illegally” by Hi-Country. As the Commission noted in its Order of August 26, 2013, “[i]f Mr. Dansie believes that he has defenses against Hi-Country’s claims, Mr. Dansie can raise those to the district court” and “[t]he Commission is not the proper forum for these arguments to be made or heard.” Mr. Dansie was indeed served with a complaint for nonpayment of standby fees and the case was thoroughly litigated in the district court. As Mr. Dansie noted, the judgment in that case did require him and his siblings to pay a roughly \$65,000 sum to settle the issue of unpaid standby fees. A copy of the judgment is included with this letter.

As he has done before the Commission, Mr. Dansie claimed in court that the Well Lease Agreement exempts the two Dansie lots from payment of standby fees. The court, obviously, did not find that argument compelling as it stated “[t]he plain language of the Well Lease agreement provides no express exemption from standby fees and other service fees” and also noted that the owners of the Dansie lots “have a responsibility to pay ‘their pro rata share of fees and costs.’”

The Commission clearly stated that the district court was the proper place for determination of the standby fee argument and the court has ruled, leaving nothing for the Commission to do on the issue, despite Mr. Dansie’s email request to the contrary. Further, the Well Lease Agreement was a much-discussed issue in Docket 13-2195-02 and the Commission has declared the entire agreement null and void.

Additionally, to the extent the lots in question are owned by the Dansie family trust, any legitimate complaints should be brought by Richard Dansie who is now the trustee of the Dansie family trust after Rod Dansie resigned as trustee on January 15th, 2015.

The district court has ruled against Mr. Dansie on the issue of standby fees and the Commission has declared the entire Well Lease Agreement void and unenforceable. In light of those facts, it appears that Mr. Dansie’s current email is intended simply to harass Hi-Country and to cause additional and unnecessary expenses to be borne by the Hi-Country ratepayers. Hi-Country requests that the Commission enter a finding that the issues raised by Mr. Dansie have already been disposed of. Hi-Country further requests that the Commission take whatever actions it deems necessary to prevent further harassment by Mr. Dansie.

Sincerely,
SMITH HARTVIGSEN, PLLC

/s/ Adam S. Long
J. Craig Smith
Adam S. Long
*Attorneys for Hi-Country Estates
Homeowners Association*

cc: Board of Directors, Hi-Country HOA

The Order of Court is stated below:

Dated: May 14, 2014
02:49:24 PM

/s/ Mark Kouris
District Court Judge



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**IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH, WEST JORDAN DEPARTMENT**

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, a domestic non-profit corporation,	JUDGMENT AND ORDER
Plaintiff,	Case No. 130407605
v.	Judge: Barry Lawrence
THE JESSE RODNEY DANSIE LIVING TRUST, a Utah Trust, JESSE RODNEY DANSIE, an individual, BOYD DANSIE, and individual, CLAUDIA J. DANSIE, an individual, RICHARD DANSIE, an individual, DIXIE DANSIE, an individual, JOYCE TAYLOR, an individual, and BONNIE PARKIN, an individual,	
Defendant.	

Plaintiff's *Motion for Summary Judgment* and Defendant Rodney Dansie's *Cross Motion for Summary Judgment* having been fully briefed and oral argument heard before the Court on April 11, 2014, the Court now issues the following Ruling and Order and incorporates the findings and legal reasoning in its oral ruling:

JUDGMENT AND ORDER

Under Rule 56(c) of the Utah Rules of Civil Procedure, summary judgment is proper only “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Utah R. Civ. P. 56(c). Here, there is no issue of genuine fact as both parties have adequately briefed and set forth evidence regarding the amount owed for past stand-by fees and the interpretation of the 1977 Well Lease Agreement and its subsequent 1985 amendment.


In its *Motion for Summary Judgment*, Plaintiff set forth the legal and contractual basis and has provided ledgers, affidavits, and billing statements to adequately show the amount Defendants owes to Plaintiff for past-due standby fees and accompanying late fees. Defendant has not produced documentation or admissible evidence to dispute Plaintiff’s accounting. There has been \$6,654.90 assessed against Defendants for past standby fees and accompanying late fees through December of 2013.

Defendants’ Cross- Motion is denied. The plain language of the Well lease agreement provides no express exemption from standby fees and other service fees. In fact, Defendants have a responsibility to pay “their pro rata share of fees and costs and not, as stated in the Well Lease itself, ‘at no cost’” *Hi Country Estates Homeowners Ass’n v. Bagley & Co.*, 2011 UT App252, ¶ 2. Therefore, Defendants’ *Cross-Motion for Summary Judgment* is denied.

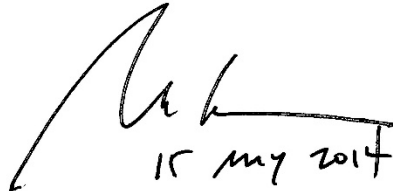
Pursuant to the Bylaws of the homeowners association, interest is due on this fee assessment at the rate of 1.5% (18% APR) per month from the date of delinquency beginning

August, 1994 and continuing to the date the balance is paid in full. As of April, 2014, the interest balance on Lots 43 and 51 totals \$47,097.34. Plaintiff is entitled to continued interest charges until the amount is collected in full. Pursuant to UCA §§ 57-8a-301-307, and Plaintiff's By-laws, Plaintiff is entitled to its pre-judgment and post-judgment costs and attorneys' fees incurred in collecting the past due assessments.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded the amount of \$6,654.90 and interest thereon at the rate of 1.5% (18% APR) per month from the date of delinquency beginning August, 1994, and continuing thereafter, to the date the amount is collected in full, together with its costs and attorney fees in the amount of

 \$ 16,308.00.

END OF ORDER


15 May 2014

CERTIFICATE OF SERVICE

I CERTIFY that on the 13th day of March, 2015, a true and correct copy of the foregoing was served upon the following as indicated below:

By E-Mail and Hand Delivery

Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South, 4th flr
Salt Lake City, Utah 84111
psc@utah.gov
mreif@utah.gov

By E-Mail:

Rodney Dansie (roddansie@msn.com)

Patricia Schmid (pschmid@utah.gov)
Justin Jetter (jjetter@utah.gov)
Rex Olsen (rolsen@utah.gov)
Utah Assistant Attorneys General

/s/ Adam S. Long