

In the Matter Of:

In Re: SDCW - Formal Complaint of Tanya and Nick Olsen

HEARING, DOCKET NO. 17-2372-01

December 19, 2017

Job Number: 437289

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

)	
Formal Complaint of Tanya)	Docket No. 17-2372-01
and Nick Olsen against)	
South Duchesne Culinary)	Hearing
Water Inc.)	
)	

Date: December 19, 2017

Time: 9:25 a.m.

Location: Public Service Commission
Heber M. Wells Building
Room 403
160 East 300 South
Salt Lake City, Utah

Hearing Officer: Michael Hammer

Job No. 437289
Reporter: Melinda J. Andersen
Certified Shorthand Reporter and Notary Public

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1 P R O C E E D I N G S

2 HEARING OFFICER: Let's go on the record
3 please. Good morning, everyone. This is the time and
4 place and notice for hearing in the matter of the formal
5 complaint of Tayna and Nick Olsen against South Duchesne
6 Culinary Water, Commission Docket Number 17-2372-01. My
7 name is Michael Hammer. I am the Commission's designated
8 presiding officer for this docket. Let's go ahead and take
9 appearances please beginning with the complainant.

10 MR. MONAHAN: Russell Monahan appearing on
11 behalf of the Olsens.

12 MR. CRAPO: Good morning, Your Honor. I am
13 David Crapo with the law firm of Holland & Hart
14 representing South Duchesne Culinary Water. To my
15 immediate right is Ms. Joan Steed. She is the president of
16 South Duchesne Culinary Water. To her right is Kriss
17 Kofford. She is an assistant in the accounting department
18 for the utility. And to her right is Jeff Schnars. He is
19 the water operator for the utility.

20 HEARING OFFICER: Thank you. Mr. Monahan, do
21 you have a witness present?

22 MR. MONAHAN: Your Honor, I do not. She was
23 supposed to be here. My office indicated that she was
24 parking and I still haven't seen her. That was slightly
25 before 9:00. And I spoke with her yesterday.

1 HEARING OFFICER: Okay. Well, is there any
2 objection to a 10 minute recess to allow the complainant a
3 few more minutes to arrive? I apologize for the
4 inconvenience.

5 MR. MONAHAN: I apologize. Like I said, I
6 spoke to her yesterday about the time, et cetera.

7 HEARING OFFICER: Well, it's nearing a quarter
8 after. I suppose we'll give her the latitude of 10 more
9 additional minutes. I don't want to keep the company any
10 longer.

11 MR. MONAHAN: I don't want to do that either.

12 HEARING OFFICER: We will be in recess. If she
13 arrives before 9:25 please indicate to Sheri and she will
14 let me know. Thank you.

15 (Off the record.)

16 HEARING OFFICER: We're back on the record
17 please. Mr. Monahan, are we prepared to proceed?

18 MR. MONAHAN: Yes, we are, Your Honor.

19 HEARING OFFICER: Are there any preliminary
20 matters before the complainant calls their first witness?

21 MR. CRAPO: Would you like an opening
22 statement?

23 HEARING OFFICER: Are the parties interested in
24 doing that?

25 MR. CRAPO: I would like to give a brief

1 statement or overview if that would be helpful for the
2 Court.

3 HEARING OFFICER: That would be helpful.

4 MR. MONAHAN: Okay.

5 HEARING OFFICER: Would the complainant like to
6 go first?

7 MR. MONAHAN: Yes. Your Honor, this is a
8 matter or dispute over some of the business practices of
9 the Duchesne Culinary Water Company Incorporated and the
10 way that they handled Ms. Olsen's account. Once again,
11 Ms. Olsen tried to resolve a lot of these issues well
12 before having filed a formal complaint. She tried to
13 resolved these issues. She presented the water company
14 with documentation supporting what she was telling them and
15 they just disregarded that and went off on their own
16 tangent regardless of what the facts were.

17 It is our understanding, or we are assuming
18 that they're going to be bringing up a lot of irrelevant
19 matters or disputes between the parties. What we're here
20 on is a series of transactions that occurred in 2017 that
21 led up to Ms. Olsen filing the formal complaint. That's
22 what this hearing should be focussed on.

23 HEARING OFFICER: Is your speaker on, sir, your
24 microphone?

25 MR. MONAHAN: It indicates that it is on.

1 HEARING OFFICER: Were you finished?

2 MR. MONAHAN: I am done.

3 HEARING OFFICER: Thank you. Mr. Crapo?

4 MR. CRAPO: Thank you. Good morning. The
5 situation here is an unfortunate set of circumstances, but
6 the fact of the matter is the Olsens have owned a cabin in
7 Utah Mini Ranches for many years. They have leased it out.
8 They don't occupy it. The company, the utility, has billed
9 them monthly and it will go a month, two months, three
10 months and then she'll pay. A month, two months, three
11 months and then she'll pay. So she's been very irregular.
12 As a result of that they agreed to go on a three month
13 billing and she would pay every three months \$120. That
14 seemed to help the billing process and the payment process
15 until earlier this year in 2017.

16 In 2017 there were some disagreements among the
17 parties. I think because of prior issues between the
18 parties they probably both were not willing to give either
19 the benefit of the doubt and became entrenched in their
20 positions.

21 There was a time in April when Ms. Olsen called
22 and asked to have her water turned off because she claimed
23 there were leaks and damage. The company went to review
24 the property. There was no leaking and no damage and it
25 appeared that Ms. Olsen was merely trying to shut off the

1 water to evict a tenant who was subsequently evicted a few
2 days later, which is a violation of the tariff and the
3 rules for a customer to ask to turn off the water merely to
4 evict a tenant.

5 At that time the company did give a notice in
6 April to shut off the water for failure of payment. The
7 timing, unfortunately, was earlier than the notice on the
8 bill, which was a mistake. And we admit that. Because of
9 that the company mailed out another notice on May 4 asking
10 for payment or they would shut off the water. On the 9th
11 of May was the date.

12 Payment apparently was put in priority mail by
13 Ms. Olson to go to Duchesne to pay that, which hopefully
14 would have arrived on the 9th to be paid. For some reason
15 it was not delivered into the box, the post office box
16 until the 17th of May. Because of that the company felt
17 she decided not to pay and they did shut off her water
18 about the 13th or 14th of May.

19 The complainants have alleged that South
20 Duchesne doesn't go to their box and doesn't pick up their
21 mail and that they were refusing to receive the payment,
22 all of which is completely untrue. I understand between
23 the bad relationships between the parties each will assume
24 their own facts.

25 After that, once the water had been turned off,

1 rather than go and try to resolve the dispute, Ms. Olsen
2 called the police and issued a police warrant for her
3 arrest, for the arrest of Tosha Steed, one of the clerks.
4 The police came up and were asking what is going on. It
5 escalated to a lot of verbal battles over the internet and
6 social media.

7 Finally, the payment was received for the
8 deficiency on the 17th, short the reconnection fee. And
9 basically the dispute was do you want to pay the
10 reconnection fee and have the water. The parties were in
11 disagreement. Finally, that payment was made on July 27.
12 The water was immediately turned back on.

13 That was the relief that was requested in the
14 informal complaint and the formal complaint filed the same
15 day. We filed for a motion for dismissal for having
16 received the relief requested. That was denied as Your
17 Honor knows because of a need to look at some of the
18 practices on the rules.

19 We have reviewed those. There are seven
20 alleged rule violations. We will respond to each of those.
21 There are a few that we believe were mistakes that the
22 company made and it is fixing those and making changes to
23 those. The others we don't believe are violations.

24 As a brief summary, the seven that have been
25 alleged by the complainant is that the company uses more

1 than a two month billing cycle and claims that is against
2 the rules and regulations of the Division. As has
3 previously been noted, the utility uses a monthly billing
4 cycle for all customers unless they get into an arrear
5 situation or a problem situation. And it has a three month
6 cycle that it was using with the Olsens, and then requested
7 a six month cycle so that there would be just one bill you
8 could pay every six months and there wouldn't be continued
9 problems between the parties.

10 We're aware of a number of other small sewer
11 districts and water companies that use a six month billing
12 cycle. For example, I live in South Davis County. The
13 South Davis Sewer District sends me a bill July 1 and
14 January 1 because of the size of the payments and because
15 of the cost of sending out postcards all the time.

16 So the company went and talked to their
17 accountant, asked if that was appropriate. They were told
18 yes. Their accountant had spoken with a representative of
19 the Division. So they went to that type of cycle with the
20 Olsens to try to resolve contention.

21 The second is late charges not properly being
22 identified, only written on by hand on the bill. We admit
23 there were a couple times where a late charge was not
24 identified or it was handwritten. The company is trying to
25 get new software that will allow that to be printed on to

1 the postcards. At present that is impossible.

2 Number three, flat fee for penalties. The
3 company has charged a \$10 or \$15 flat fee. We admit that
4 was a mistake. It should be 1.5 percent penalty and then
5 18 percent per annum thereafter.

6 Number four is we gave less than 20 days notice
7 for the shutoff. The first shutoff was given on April 20
8 and gave less than 10 days. Because of that a second
9 notice was sent out in May. The total time between the
10 first notice and the actual shutoff was 23 days. So we
11 believe we complied with at least the 10 day provision.
12 The notices could have been more clear. The company has
13 installed a new program to make sure that is clear in the
14 future. But they have not violated the 10 day shutoff
15 rule. The notices could have been more clear.

16 The next is they have alleged that the
17 postcards don't allow 20 days for billing, a shorter
18 period. That is not true. The postcards -- sometimes they
19 mail out invoices like this. During the time that Gomez
20 Corporation was asked to do the billing they sent out
21 postcards instead of just a simple statement. They are
22 typically mailed on the 1st of each month and they are due
23 on the 21st, allowing for the 20 day required by the rule.
24 Have there been a mistake or two? Yes. And it appears
25 that there was one on one of the cards on this situation on

1 the April notice. But other than that we are not aware of
2 other notices that were not sent timely.

3 The sixth allegation is that the company should
4 have 24 hour emergency personnel ready to shut off at a
5 moments notice. I have not seen any allegation contrary to
6 that in the pleadings, but Mr. Schnars is a water operator.
7 He has an emergency phone. He is on call 24 hours a day
8 with one or two assistants. We don't believe there is any
9 merit to that argument.

10 The last one is they have alleged that customer
11 rights and responsibilities should have been attached to
12 the disconnect notice. We did not attach one. The utility
13 admits that did not occur. They were not aware of that
14 requirement. They rarely ever have to do a disconnect
15 notice. This is one of the few clients if ever that
16 they've ever had to do it. They admit they did not send a
17 customer rights out with that. The customer rights is
18 available on the web page. It's a mere click away. But
19 that has been remedied as well at this point.

20 Those are the seven allegations that have been
21 made and we are prepared to present and have witnesses talk
22 about each of those allegations as may be necessary.

23 HEARING OFFICER: Thank you. Unless the
24 parties desire for the witnesses to take the stand, I am
25 comfortable with the witnesses remaining seated when they

1 testify. Agree?

2 MR. MONAHAN: Yes.

3 MR. CRAPO: Yes.

4 HEARING OFFICER: All right. Mr. Monahan?

5 MR. MONAHAN: We would call Tanya Olsen.

6 HEARING OFFICER: Ms. Olsen, do you swear to
7 tell the truth?

8 THE WITNESS: I do.

9 DIRECT EXAMINATION

10 BY MR. MONAHAN:

11 Q. Please state your name.

12 A. Tanya Olsen.

13 Q. What is your current mailing address?

14 A. 2818 North Hills Drive, Layton, Utah 84040.

15 Q. Do you have a property that is serviced by the
16 South Duchesne Culinary Water Company?

17 A. Yes, I do.

18 Q. Where is that property located.

19 A. 11132 CR 29 in Duchesne.

20 Q. How long have you owned that property?

21 A. Since 2005.

22 Q. Do you live at that property?

23 A. I do not.

24 Q. With regard to that property how long has the
25 South Duchesne Water Company serviced that property?

1 A. Since 2005.

2 Q. So since you've owned it?

3 A. Yes.

4 Q. Have there been previous problems with billing
5 with South Duchesne?

6 A. Yes, several.

7 Q. When did this initially start?

8 A. 2005.

9 Q. The problems date back to 2005?

10 A. Yes, off and on since 2005.

11 Q. Can you give a brief description what these
12 problems have been?

13 A. Yes. As they have admitted to already there
14 have been some errors along the way. Cards not properly
15 being -- well, actually they didn't start with the cards.
16 They started with the handwritten as they said. Very
17 unprofessional in my opinion. I've never seen a water bill
18 come through in writing like theirs did. This is dating
19 back to years ago. They did halfway through put together
20 the cards that they speak of that they -- but they do not
21 properly give you a proper timeframe of disconnections,
22 they send them out late, sometimes early, just on their own
23 clock.

24 Q. I'm going to give you what we have marked as
25 Exhibit A. I think this has been previously provided to

1 the Commission.

2 HEARING OFFICER: Do you have a copy for the
3 court reporter?

4 MR. MONAHAN: Yes.

5 Q. (By Mr. Monahan) Can you identify this
6 document?

7 A. Yes. This is their billing statement in the
8 form of a card, yes.

9 Q. Okay. What is the date on the billing
10 statement? This is actually two billing statements,
11 correct?

12 A. Yes, there are two here.

13 Q. Okay. What is the date on the first billing
14 statement?

15 A. It is dated 8/31/2016, 10/1/2016 and 11/2/2016.
16 And then on the second card it indicates 12/31/2016,
17 1/1/017 and 2/4/2017.

18 Q. Do you see the date under the amount due on the
19 top card?

20 A. Yes, the date is October 15, 2016.

21 Q. Under the amount due?

22 A. Amount due is \$120 with a zero balance owing.
23 This is their statement that they --

24 Q. No, no, listen to the question. What is the
25 date under the amount due?

1 A. 11/2/2016.

2 Q. Thank you. Is that the due date for that bill?

3 A. Yes, it is.

4 Q. Can you make out when that bill was sent out?

5 A. The postmark says October 15, 2016.

6 Q. And on the second one, what is the due date on
7 that bill?

8 A. The due date on that one is 2/14/2017.

9 Q. Can you read the postmark of when that bill was
10 sent out?

11 A. February 16, 2017.

12 Q. And on the first one it does show no balance
13 owing, correct?

14 A. Yes, it does. Zero balance owing.

15 Q. As far as you were aware you were up to date on
16 your payments, correct?

17 A. On all their statements it indicates zero
18 balance owing.

19 Q. I give you what is marked as Exhibit B. Do you
20 recognize that document?

21 A. Yes, that's a check for October, November and
22 December of 2016 for three months, for all three of those
23 months of \$120 at \$40 a month.

24 Q. Was that the payment for the top invoice on
25 Exhibit A?

1 A. Yes, it was.

2 Q. **The second one now, what is the period for that**
3 **invoice?**

4 A. The period for this invoice is -- let's see.
5 Amount due February 14, 2017 of \$120, postmarked February
6 16, 2017.

7 Q. **Yes, but the question is what period is that**
8 **due for.**

9 A. That would be for three months again for --
10 let's see.

11 Q. **So that would be January, February, March?**

12 A. Yes, January, February and March.

13 Q. **Because you paid October, November and**
14 **December?**

15 A. That's right, correct.

16 Q. **So the start of 2017 you didn't have a balance,**
17 **correct?**

18 A. It shows on their own statement zero balance
19 owing.

20 Q. **I give you what is marked as Exhibit C. Can**
21 **you identify that document?**

22 A. Yes, that is another statement which indicates
23 proof of zero balance.

24 Q. **Don't read your handwriting, just read the**
25 **statement. What is the statement due date?**

1 A. The statement due date on this one is April 26,
2 2017.

3 Q. What is the postmark on that statement?

4 A. April of 2017. Sorry. April 10, 2017.

5 Q. Then that is showing a balance forward of \$120,
6 correct?

7 A. Correct.

8 Q. And it is showing a payment of \$120 on what
9 date?

10 A. 3/1/2017.

11 Q. So you paid that bill. You paid the January,
12 February, March bill on March 1st, correct?

13 A. Correct.

14 Q. Returning back to Exhibit A, that bill was sent
15 out February 16th, correct?

16 A. That is correct.

17 Q. So approximately two weeks later you paid the
18 bill?

19 A. Correct.

20 Q. Before the end of March even when the billing
21 period cycle was due?

22 A. Yes, that is correct.

23 Q. Now this is showing an invoice of \$45 as of
24 April 1, 2017. Do you see that?

25 A. Yes, I do.

1 **Q. What was that invoice for?**

2 A. Quite honestly, I have no idea why they were
3 charging me \$45.

4 **Q. Did they ever provide an explanation as to why**
5 **they were charging you \$45?**

6 A. It was pretty vague. I just saw \$45.

7 **Q. So your amount due according to them for April**
8 **26, 2017 was \$165?**

9 A. That is correct.

10 **Q. This was the billing cycle for what months now?**

11 A. So this would be for March, April -- they're
12 just showing March and April. So 3/1/2017 and then they
13 have the three charges all on April. Miscellaneous
14 charges, I have no clue what they even are like I said.

15 **Q. But once again, you already were billed for**
16 **January, February, March, correct?**

17 A. Correct, yes.

18 **Q. That was Exhibit A?**

19 A. Yes.

20 **Q. So what months would this be? What months**
21 **would Exhibit C be?**

22 A. That would be for March and April. Wait.
23 Actually it shows payment January, February, March right
24 here.

25 **Q. Right. That shows you paid January, February**

1 March?

2 A. Yes.

3 Q. So what is this one for? Is it for April, May,
4 June?

5 A. It doesn't indicate that on the statement, but
6 I assume that's what it was for, yes.

7 Q. Okay. Once again, their records show that they
8 received your payment for January, February, March as of
9 March 1, 2017, correct?

10 A. Yes, that is correct.

11 Q. For a bill that was mailed out, mailed out, on
12 February 16?

13 A. Yes, that is correct.

14 Q. I give you Exhibit D. Do you recognize this
15 document?

16 A. Yes, that's our final notice.

17 Q. When is it dated?

18 A. April 20, 2017.

19 Q. It's indicating that you owe \$165, correct?

20 A. Yes, that is correct.

21 Q. And it's telling you that you must pay that
22 within 48 hours, correct?

23 A. Yes.

24 Q. It actually says two things. It tells you it
25 must be paid within 48 hours, and it tells you that your

1 water is going to be shut off on April 25, correct?

2 A. That is correct.

3 Q. Going back to Exhibit C, what is the due date
4 they list on Exhibit C?

5 A. 4/26/2017.

6 Q. So they're sending you a shutoff notice for
7 money that is owed that they're demanding on April 20th
8 when their own document indicates that it's not due until
9 April 26, correct?

10 A. That is correct.

11 MR. CRAPO: Your Honor, I know we're in an
12 informal proceeding, but the questions are so leading. He
13 is basically making the argument and saying will you say
14 yes or no. It would be nice to hear what the witness would
15 say.

16 HEARING OFFICER: I will sustain that
17 objection. I don't mind Mr. Monahan coaching the witness
18 through the documents. You will have an opportunity to
19 argue it in oral arguments at the end in closing
20 statements.

21 Q. (By Mr. Monahan) Your due date under Exhibit C
22 is April 26, correct?

23 A. That is correct.

24 Q. The final notice demands that you pay within 48
25 hours of April 20, correct?

1 A. Yes, that is correct.

2 Q. Did they mail this notice to you?

3 A. Yes, they did mail it on July 26. Sorry. That
4 is when they received it. Yes, they did mail it.

5 HEARING OFFICER: Forgive me, which notice are
6 you referring to? Which Exhibit?

7 MR. MONAHAN: Exhibit D.

8 Q. (By Mr. Monahan) I give you what is marked as
9 Exhibit E. Do you recognize this document?

10 A. Yes, I do.

11 Q. What is it?

12 A. That's their delinquent notice claiming that
13 they didn't receive my payment.

14 Q. And do you know when you received this notice?

15 A. It is dated May 4.

16 Q. Do you know if you received the notice on May
17 4?

18 A. No, I do not. I'm assuming with mail time a
19 couple days, so May 6, possibly May 7.

20 Q. At any point did you try to contact South
21 Duchesne to discuss this issue?

22 A. Yes, with no answer again.

23 Q. When you say no answer, what do you mean?

24 A. I had made several attempts to contact these
25 guys and there is nobody ever answering their phone. Their

1 actual building was shut down. They only had a P.O. Box,
2 and only a P.O. Box for business out in Duchesne.

3 **Q. What did you do after you received that notice?**

4 A. Well, after not getting -- calling and not
5 getting a response from them I went ahead and I mailed a
6 payment, the payment within the 48 hours that they had
7 wanted. I do have the tracking number indicating when that
8 did arrive to their P.O. Box.

9 **Q. So you did mail the payment immediately?**

10 A. Yes, I mailed the payment immediately. That
11 same day I received it actually.

12 **Q. Do you recognize that document?**

13 A. Yes, I do.

14 **Q. What is it?**

15 A. So I sent it priority mail to ensure that they
16 would receive it in time, and this is my proof of the
17 document indicating that I did send it priority mail.

18 **Q. Did you try to contact them after you sent the**
19 **priority mail?**

20 A. I always tried to contact these guys with no
21 answer.

22 **Q. The priority mail has a tracking number,**
23 **correct?**

24 A. That is correct.

25 **Q. Do you know what the purpose of the tracking**

1 number is?

2 A. The purpose of a tracking number is to indicate
3 date and time that the other party receives an item or
4 notice.

5 Q. So according to the -- well, do you recognize
6 Exhibit G?

7 A. Yes, I do.

8 Q. What is it?

9 A. It is a tracking number, a USPS tracking result
10 sheet indicating time and date of delivery.

11 Q. Okay. Exhibit F, what is the tracking number?

12 A. Exhibit F, the tracking number is 627391730.

13 Q. In Exhibit G what is the tracking number?

14 A. Same number, 627391730.

15 Q. So that tracks the priority mail that you had
16 sent to South Duchesne, correct?

17 A. That is correct.

18 Q. According to the tracking when did you
19 initially send that letter?

20 A. So it --

21 Q. Look at Exhibit G.

22 A. Exhibit G, May 9th. Sorry. Departed from my
23 post office in Layton on May 8th.

24 Q. When did it arrive at the post office box in
25 Duchesne?

1 A. Arrived on May 9 at 7:17 a.m.

2 Q. Do you see when it was picked up?

3 A. Picked up on May 8 at 6:13 p.m.

4 Q. No. When was it picked up, picked up by the
5 recipient?

6 A. Yes. They didn't pick it up for over a week
7 later on May 17th at 9:20 a.m.

8 Q. Prior to shutting off your water did they try
9 to call you back or otherwise communicate with you?

10 A. No, not at all.

11 Q. How did you learn that your water was shut off?

12 A. I learned it was shut off by a tenant.

13 Q. I'm going to give you what is marked as Exhibit
14 H. Do you recognize that document?

15 A. Yes, I do.

16 Q. What is it?

17 A. That is a letter claiming that I missed my
18 cutoff.

19 Q. Did you try to contact them after you received
20 this letter?

21 A. Again I did, yes.

22 Q. What is the date on the letter?

23 A. The letter is dated May 17, 2017.

24 Q. Is that -- that seems to be the date that they
25 picked up your payment, correct?

1 A. That is the exact same day they picked up the
2 payment, yes, a week after. It was sitting in their P.O.
3 Box for over a week.

4 MR. CRAPO: Objection, Your Honor, that calls
5 for speculation. She doesn't know if it was in the P.O.
6 Box or not.

7 HEARING OFFICER: Are you objecting to the
8 response or the question?

9 MR. CRAPO: The question.

10 HEARING OFFICER: Sustained.

11 Q. **(By Mr. Monahan) As part of that letter they**
12 **were demanding new terms to your service, correct?**

13 A. Yes, that's correct.

14 Q. **What did they want?**

15 A. They wanted to change my billing cycle to a six
16 month basis instead of three months. I would pay six
17 months in advance instead of three months in advance.

18 Q. **And at this time you weren't behind on your**
19 **billing?**

20 A. According to their own statements I was not.

21 Q. **But they were demanding a new contract from**
22 **you, correct?**

23 A. Yes, that's correct.

24 Q. **When did they disconnect your water service?**

25 A. The water was disconnected shortly after they

1 had sent this letter on Exhibit H, a few days later.

2 Q. Once again, did you attempt to call them?

3 A. I did again. Yes, I did.

4 Q. Did you talk to them?

5 A. No, no answer again.

6 Q. Did you then contact my office?

7 A. Yes, I did.

8 Q. Even though they had your \$165 and even though
9 it was sent well before the due date, they still
10 disconnected your water, correct?

11 MR. CRAPO: Objection, Your Honor, the question
12 is leading and mischaracterizes the events.

13 HEARING OFFICER: The documents speak for
14 themselves. I'll sustain the objection.

15 MR. CRAPO: Okay.

16 Q. (By Mr. Monahan) Do you recognize Exhibit I?

17 A. Yes, I do.

18 Q. What is that?

19 A. Well, out of desperation of the situation I had
20 reached out to you. It's a letter of my legal
21 representation.

22 Q. Okay. Did my office send that to South
23 Duchesne, are you aware?

24 A. Yes, they did, dated July 11, 2017.

25 Q. I'm going to give you what is marked as Exhibit

1 J. Do you recognize that document?

2 A. Yes, I do.

3 Q. What is it?

4 A. This is a response to my legal representation.

5 Q. Okay. Why did you need your water turned back
6 on?

7 A. Because I had a tenant at the property.

8 Q. Was that impacting -- how did that impact your
9 tenant?

10 A. It impacted the situation immensely.

11 Q. Read the first line of the third sentence, or
12 first sentence of the third paragraph. Sorry.

13 A. Okay. Furthermore, when the Olsens signed
14 their last contract (quarterly) they did so with the
15 knowledge that a six month contract would be forthcoming in
16 the event of continued failure to pay. The contract was
17 sent more than a month ago. Since the Olsens had
18 continuously breached their old contract, it was necessary
19 to create a new one. Mrs. Olsen has until 7/20/2017 to
20 return this contract with payment in full.

21 Q. Did you have discussions of a six month
22 contract?

23 A. Only sent in a letter.

24 Q. When you say only sent in a letter, what do you
25 mean?

1 A. The letter indicating that instead of going off
2 the three months in advance, which would be Exhibit D,
3 indicating a new contract required.

4 **Q. So is that when you received the new contract?**

5 A. Yes, that is when I received the new contract.

6 **Q. Did you subsequently send them a check?**

7 A. Yes, I did.

8 **Q. For how much?**

9 A. For the amount they had asked for. Even though
10 I questioned their totals, I just sent them what they asked
11 for.

12 **Q. So you just gave in and sent them what they**
13 **demanded because why?**

14 A. Unfortunately, I always gave in to what they
15 wanted even though it wasn't correct. Why, because I
16 didn't want my renter to go without water.

17 **Q. I seem to be one short on this one, but I'll**
18 **find the extra copy. Do you recognize that document,**
19 **Exhibit K?**

20 A. Yes, I do.

21 **Q. What is it?**

22 A. That is a letter from you about a \$400 payment
23 and a new signed contract with, yes, the check of \$400
24 enclosed.

25 **Q. So you sent -- turn to the second page of that**

1 exhibit.

2 A. Yes, that would be my \$400 check.

3 Q. And the third page?

4 A. That is their contract of their six month
5 terms.

6 Q. You provided them all that they requested in
7 order to get your water turned back on?

8 A. Even though I questioned all of it, yes.

9 Q. Okay. Through this entire time, you remember
10 that \$45 late fee, or the \$45 fee, did they ever explain to
11 you why you got that \$45 fee?

12 A. I never knew why.

13 MR. MONAHAN: I don't have any further
14 questions.

15 HEARING OFFICER: Thank you. Mr. Crapo, any
16 cross?

17 MR. CRAPO: Yes, I do.

18 CROSS EXAMINATION

19 BY MR. CRAPO:

20 Q. Good morning, Ms. Olsen.

21 A. Good morning.

22 Q. You said that you acquired the cabin in 2005;
23 is that correct?

24 A. That is correct.

25 Q. Have you ever lived in this cabin?

1 A. Yes.

2 Q. When did you live there?

3 A. I lived in the cabin -- well, when I say lived,
4 it's like a family retreat, weekend property so to speak.

5 Q. During what time period? You indicated you had
6 tenants. So at some point you started having tenants. But
7 prior to that you would go and visit as a family?

8 A. Yes, that is correct.

9 Q. When did you start having tenants?

10 A. I want to say 2012.

11 Q. 2012?

12 A. Yes.

13 Q. I want to look at a couple of the exhibits that
14 your counsel provided to you. I would like to direct your
15 attention to Exhibit A. There are two postcards on this,
16 one dated in October and one dated in February with a
17 postmark. It appears that the amount being invoiced was
18 \$120. Do you know why the \$120 was being invoiced?

19 A. Yes, that's for three months like they had
20 requested. Three months in advance.

21 Q. For each quarter you were to pay \$120?

22 A. Yes, that is correct.

23 Q. And you had an agreement with the company at
24 that point for doing a three month billing?

25 A. It was set on monthly and there was never a

1 contract for three months in advance.

2 Q. Was it your understanding that the beginning
3 date of each quarter that you needed to pay \$120 for the
4 water you received for the next three months?

5 A. Sorry. What is your question?

6 Q. Was it your understanding that you needed to
7 pay \$120 at the beginning of each quarter for the water you
8 received for the next three months?

9 A. That was their terms, yes.

10 Q. For the year 2015 you had paid quarterly at the
11 beginning of each month \$120, correct?

12 A. \$120 every three months, yes.

13 Q. So you were aware that for October, November
14 and December that you would need to pay in October \$120 for
15 the water for October, November and December, correct?

16 A. That is correct, yes.

17 Q. And for January, February and March you were
18 aware that you would need to pay \$120 in January for the
19 water in January, February and March?

20 A. Yes.

21 Q. Now on Exhibit A, the second postcard in
22 February, which is dated February, did you receive an
23 invoice from the company in January for the quarterly
24 payment that needed to be made?

25 A. This Exhibit A, the second card down, is the

1 only invoice that I received.

2 Q. So it would be your testimony that you did not
3 receive any other invoice in January, and that you think
4 this is the only card you received?

5 A. The blue cards was all I was seeing.

6 Q. For the first quarter of 2017, that would be
7 January, February and March, your payment was made
8 approximately March 1st; is that correct?

9 A. January, February and March that was paid at
10 the beginning of the three month term.

11 Q. I would like to draw your attention to Exhibit
12 C. Do you have that?

13 A. Yes, I have that right here.

14 Q. You'll see the very first line it says February
15 28, 2017 balance forward \$120. Do you see that?

16 A. Yes.

17 Q. And then it says 3/1/2017 a payment of \$120.
18 Is that approximately the date you paid the \$120 for the
19 months January, February and March?

20 A. I believe I have the check indicating the date
21 that that was sent.

22 Q. On March 1st? Do you have a copy of that
23 check? It wasn't provided as an exhibit so I was
24 wondering.

25 A. I always paid right when I received the blue

1 cards. So January -- so for those three months they were
2 always paid in advance, the three months in advance.

3 Q. So you think you made the payment in January,
4 but it was not recorded on the books of the company until
5 March?

6 A. I always paid three months in advance, always
7 paid.

8 Q. Right. I understand that. But could you tell
9 me approximately when this check was written and delivered
10 to the company?

11 A. I don't want to estimate a date of a check, but
12 as indicated I always paid when I was supposed to.

13 Q. Do you have a copy of the check for this period
14 with you today?

15 A. No, not today I don't have that.

16 Q. So in April of 2017 did you have a tenant in
17 your cabin?

18 A. April of 2017, yes. I would say yes, I did.

19 Q. Who was that tenant?

20 A. That was an -- a man that honestly I can't
21 recall his first name. But yes, I did have a tenant.

22 Q. You started to say elderly man. How old was
23 he?

24 A. I don't know how old he was. Maybe 60.

25 Q. How long had he been a tenant there?

1 A. Well, he never paid. He was there for about I
2 want to say about 60 days. I had to go through the court
3 system to evict him because he wasn't paying.

4 **Q. And you filed to have him evicted?**

5 A. Yes, I had to.

6 **Q. When was he evicted?**

7 A. I don't know the exact date of the eviction.

8 **Q. Was it in April?**

9 A. I believe the court had him set to vacate in
10 May. And the water being turned off by the way had nothing
11 to do with the eviction.

12 **Q. In April did you contact the South Duchesne
13 Culinary Water and ask them to turn off your water?**

14 A. Yes, and they did not answer again. It was --
15 I had water leaking. This tenant had water everywhere
16 throughout my cabin flooding. South Duchesne Culinary
17 Water never answered my calls. They -- I would leave
18 message after message. Like I stated before, their
19 building was shut down. The only way to them was through
20 that P.O. Box for business. And I unfortunately had as a
21 result of them not contacting me had thousands of dollars
22 in damage in my cabin, which I did not go through my
23 insurance company because I didn't want my premiums to go
24 up. So I paid out of pocket for all the damage in my
25 property.

1 **Q. And this was in April of 2017?**

2 A. It was spring of 2017. I don't recall the
3 exact month, but yes, somewhere around that time.

4 **Q. And the tenant was still living in the property**
5 **while this was occurring?**

6 A. He was not happy with the water being -- with
7 the flooding.

8 **Q. Did you talk to Mr. Jeff Schnars about turning**
9 **off the water during this time period?**

10 A. The one time they finally answered the phone it
11 was Jeff, one time. And Jeff said he usually doesn't take
12 care of the billing, doesn't know anything about the money,
13 when it comes down to paying bills. He's just there to
14 make sure that water is on for the tenants out in Utah Mini
15 Ranches so to speak.

16 **Q. Isn't it true that you asked him at that point**
17 **to shut off the water because you said there was a leak?**

18 A. Yes, and it never happened.

19 **Q. And did he tell you that he would go up and**
20 **look at the property?**

21 A. I believe he did say he was going to look, yes.

22 **Q. Did he also tell you that there was no leaking,**
23 **that the water was not flowing, there was no additional**
24 **water abnormally running through the meter?**

25 A. No, there is no way he would have known unless

1 he would have stepped inside the cabin. It was a tenant's
2 home at that time.

3 Q. Are you aware that a water meter can be read to
4 see if water is flowing through the meter?

5 A. I have -- I don't know anything about how that
6 works.

7 Q. Did Mr. Schnars tell you on a call that if you
8 were to disconnect that he would have to charge you a
9 reconnection fee of \$100?

10 A. Did he tell me that -- honestly, we're talking
11 over a year ago. I don't recall him saying that, no.

12 Q. Do you recall that you told him, okay, don't
13 shut it off then, I'll talk to my husband first before I
14 ask you to shut it off?

15 A. Let's see. Why would I say that when we're
16 talking about a situation where there was water damage
17 everywhere and --

18 Q. I'm just asking if you said it.

19 A. No.

20 Q. So you deny you said that?

21 A. Yes.

22 MR. CRAPO: Your Honor, I have an exhibit that
23 I would like to present. Do you want me to continue with
24 the same letters and go J, or do you want me to use number
25 1?

1 HEARING OFFICER: If you haven't numbered them
2 yet, labeling it as K would be great.

3 MR. MONAHAN: K was the last one.

4 HEARING OFFICER: Partner me. Yes, L.

5 MR. CRAPO: I'll just mark these with a J.

6 MR. MONAHAN: No, L.

7 Q. (By Mr. Crapo) Ms. Olsen, you've been provided
8 with a document through your counsel that's identified as
9 Exhibit L. I will profer to you that this is a Facebook
10 account with messages. And where it says Tanya Kaufman
11 Olsen, is that your name?

12 A. Yes.

13 Q. Is this your account by looking at the messages
14 that are being given?

15 A. There is nothing here to indicate my account.
16 So I don't know where you're saying.

17 Q. You see it's written on the very first April 25
18 and a message under your name, eviction granted, the judge
19 ordered my freeloader tenant to get out, oh, yeah. That's
20 a message you wrote on April 25 of this year?

21 A. Let's see. I assume on my Facebook I may have,
22 yes. I mean he was a freeloader, he didn't pay his rent.

23 Q. And so the messages that go below are a string
24 of correspondence, or messages that you wrote and others
25 were writing to you at the time; is that correct?

1 A. This doesn't indicate exactly where it came
2 from. I do have an open Facebook account meant for the
3 public to see, nothing to hide.

4 Q. And this is your open Facebook account for the
5 public, correct?

6 A. I assume it is, yes.

7 Q. At the bottom of the first page where it says
8 Tanya Kaufman Olsen and there is a picture, that's you,
9 that's your picture?

10 A. Yes, that's my picture.

11 Q. And on the next page, page 2, on the third
12 entry down under your name you say, thank you, Ernie. Now
13 on to the order of restitution for breaking his contract.
14 He most likely will have to pay for the remaining months of
15 the contract, or until it gets rented. It's a no win for
16 this joker. You wrote that, did you not?

17 A. I'm not quite certain what that has to do with
18 unpaid water statements. But yes, this was a freeloader,
19 somebody who never paid.

20 Q. So you were in the process of eviction of this
21 gentleman in the April 25 time period?

22 A. Yes, and the judge ordered him to leave.

23 Q. What day did he leave? You indicated in May
24 sometime.

25 A. Spring. I don't know exact dates or months,

1 but in the springtime of 2016, yes.

2 Q. But it would have been after the 25th when the
3 eviction was granted, correct?

4 A. Well, if that's when the eviction was granted.
5 I have court documents indicating exact dates, but
6 somewhere around that timeframe.

7 Q. Do you recall that the order gave two weeks
8 notice for him to vacate? Do you remember that at all?

9 A. Yes, I did exactly what the court ordered me to
10 do with the three day vacate process. The sheriff came on
11 my property three times. I followed the legal proceedings
12 like I was supposed to and the judge ordered him to vacate
13 the premises.

14 Q. Ms. Olsen, I appreciate that, but if you would
15 just answer my questions this might go faster. Do you
16 recall approximate what date in May he actually left?

17 MR. MONAHAN: I'm going to object. What is the
18 relevance as to this with regard to their billing?

19 HEARING OFFICER: It does seem pretty
20 extraneous. I think we've established that Ms. Olsen was
21 attempting to evict a tenant on or about April 25 and
22 succeeded on or about the 25th. Is there more we need to
23 establish on this point?

24 MR. CRAPO: I just wanted to establish who was
25 actually physically in the -- who the tenant was in the

1 cabin at the time. This overlaps the time that the request
2 was to disconnect the water that she was asking for, and it
3 also ties into the time that the company proceeded to
4 remove or disconnect the water. I think that's important
5 to know, was there a tenant, was there not a tenant, what
6 was going on during the time period. I don't have a lot
7 more questions on this, but I think it's important to know
8 this to build the chronology.

9 HEARING OFFICER: I think most of what you just
10 recited is in the record, but I'll give you a little
11 latitude, but I think you should wind it up.

12 MR. CRAPO: Thank you.

13 Q. (By Mr. Crapo) After this tenant left in May,
14 when did you relet or get another tenant for the property?

15 A. A few months I want to say.

16 Q. So --

17 A. It usually takes a good two or three months for
18 me to get tenants into the properties out there.
19 Properties aren't real popular out there with the oil
20 business going down like it has.

21 Q. So if he left sometime in May, June, July, late
22 July you had another tenant?

23 A. I have no exact dates for that.

24 Q. Do you have an agreement with your tenant? Do
25 you have a written agreement that shows when the next

1 **tenant came?**

2 A. I don't know why I would bring a contract or
3 lease agreement here for something that is completely
4 irrelevant to my billing.

5 MR. CRAPO: Your Honor, it's not irrelevant.
6 In her direct testimony she alleged that she found out
7 about this in July because her tenant claimed she did not
8 have water. We do not believe that a tenant was even there
9 during this time period. And she's just admitted that from
10 May until the end of July, approximately two or three
11 months, she had no tenant. Now she's saying it's
12 irrelevant and has refused to produce documentation as to a
13 tenant, but they want to say the tenant was there and
14 claimed he wasn't getting water. That's not true.

15 MR. MONAHAN: It's irrelevant as to the issue.

16 THE WITNESS: Right. Water was never
17 disconnected by you guys until --

18 HEARING OFFICER: Hold on for a moment. The
19 question I heard was essentially does a rental lease exist.

20 MR. CRAPO: Right.

21 HEARING OFFICER: The answer is yes or no. And
22 if we're getting close to winding up this line of
23 questioning let's conclude.

24 MR. CRAPO: Thank you.

25 **Q. (By Mr. Crapo) Did you ever present a written**

1 lease to the HOA out there and show that a tenant was in
2 place in July?

3 A. No.

4 Q. You said you called South Duchesne Culinary
5 Water multiple times and you claimed no answer was ever
6 received?

7 A. Correct.

8 Q. What number did you call?

9 A. I called the number that they had for years. I
10 don't have it memorized, but their business line, their
11 business number. And I also called the number I was given,
12 which I believe it was Jeff Schnars phone number as well.

13 Q. His mobile number?

14 A. I believe it was -- I'm not sure. Just his
15 number. I don't know if it was mobile or office.

16 Q. When you called the company number, if someone
17 was on the phone or nobody was there, do you recall it went
18 to the answering machine where you could leave a message?

19 A. I had left several messages because there was
20 never an answer.

21 Q. Thank you. I would like to direct your
22 attention to Exhibit G. This is the tracking page for the
23 parcel that you sent on May 8. Do you have that?

24 A. Yes, I have it right here.

25 Q. Do you have any personal knowledge of when the

1 letter that you sent, the package that you sent, was
2 physically placed in the post office box of South Duchesne
3 Culinary Water?

4 A. This is their USPS tracking results received
5 from the Duchesne Post Office. By the way, I had also
6 contacted the post office and they said very rarely do we
7 make mistakes when it comes to delivery of service.

8 Q. When did you contact the post office in
9 Duchesne?

10 A. Somewhere around the same timeframe. I don't
11 have an exact date for you.

12 Q. Do you recall the name of the person you
13 called?

14 A. Just the Duchesne County Post Office. Whoever
15 answers the phone. I didn't catch -- I didn't get a name.

16 Q. Do you remember if it was a man or a woman?

17 A. I want to say it was a man.

18 Q. Did you ask at that point when the document was
19 placed in the post office box?

20 A. No. The tracking results speak for itself. It
21 shows when it was received in your guys' post office.

22 Q. Again, that's not the question, ma'am. My
23 question is do you have personal knowledge of when it was
24 placed in the box. Yes or no?

25 A. My personal knowledge is based off of my USPS

1 tracking results that's received from the post office.

2 Q. Okay. So you have no other knowledge other
3 than what is written on this piece of paper?

4 A. It's not written. This is a formal post office
5 document.

6 Q. Again, you have no personal knowledge other
7 than what is contained on the tracking notice that you
8 printed off; is that correct?

9 MR. MONAHAN: Objection, asked and answered.

10 HEARING OFFICER: Sustained.

11 Q. (By Mr. Crapo) Isn't it true that this notice
12 says in the middle May 17, and it says that is the date
13 that this document was delivered?

14 A. May 17 is the date that it was picked up by
15 South Duchesne Culinary Water.

16 Q. How do you know? Does it say picked up, or
17 does it say delivered there?

18 A. It says delivered, meaning that was when they
19 signed for it.

20 Q. Do they have to sign for this document?

21 A. I'm not sure how the post office works it, but
22 like I say this is a formal document indicating it was
23 picked up on May 17 at 9:20 a.m.

24 Q. Does it say picked up again, or does it say
25 delivered?

1 A. Delivered to South Duchesne Culinary Water
2 Company.

3 Q. Thank you.

4 A. Available for pickup on May 9.

5 Q. I have a question regarding Exhibit H. This is
6 the letter from South Duchesne Culinary Water dated May 17,
7 2017. It indicates, as you mentioned, that they did not
8 receive the check until the 17th. I believe you testified
9 that you did not receive this until approximately the 19th;
10 is that correct?

11 A. It's dated May 17. I assume I received it
12 after the 17th.

13 Q. A couple of days you think?

14 A. I assume so since they have it dated the 17th
15 that they're correct on this.

16 Q. And you testified when your counsel asked you a
17 question about when you thought the water had been actually
18 disconnected and I wrote down you said May 19. Why do you
19 think it was May 19 that the water was disconnected?

20 A. I think they failed to pick up my payment like
21 they were supposed to so they just disconnected it. So I'm
22 not certain what your question is.

23 Q. You said you thought the water was disconnected
24 on May 19. So you think they disconnected it two days
25 after they wrote this letter to you?

1 A. I know that they disconnected it for what they
2 say was nonpayment after this letter was received. So I
3 don't have an exact date.

4 Q. So you're not sure exactly when. So when you
5 said the 19th before, you're not exactly sure when it was
6 disconnected?

7 A. I don't have an exact date, no.

8 Q. At this point in May you didn't have a tenant
9 living there, correct?

10 A. I would have to go back to my court order of
11 when the judge made him leave my property. I don't want to
12 tie in a date if I don't have proof of that date, sir.

13 Q. I would like to direct your attention to
14 Exhibit K. Before I do that, after you received the
15 letter, the May 17th letter, a day or two later, isn't it
16 true you contacted the police and asked them to go arrest
17 Tosha Steed for --

18 A. Not at all.

19 Q. -- taking your water?

20 A. No. I didn't ask -- no, not at all.

21 Q. You called the police and reported it, correct?

22 A. I did contact the police, but not for the
23 arrest of anybody. I don't know where that came from.

24 Q. You also -- never mind. Let's go to Exhibit K.
25 This is a letter from your counsel dated July 25. You were

1 aware that your counsel sent this letter, correct?

2 A. Yes.

3 Q. It's the one that enclosed the \$400 check and
4 the copy of the agreement, correct?

5 A. Yes, with their new terms.

6 Q. Would you just review the two paragraphs here
7 and I would like to ask you a question.

8 A. You don't want me to read it, just to review
9 it, because I can read it.

10 Q. No, I just want to ask you a question and make
11 sure you're aware of what is there.

12 A. Okay. No problem.

13 Q. Ready?

14 A. Yes.

15 Q. So this letter says, here is the \$400 check,
16 here is a copy of the agreement, please have the water
17 turned back on. Is there anywhere on this letter where it
18 says you dispute the amount of the payment of the \$400 and
19 claim that it is a mistake or erroneous?

20 A. I paid what they asked me to even though it
21 wasn't correct.

22 Q. Again, if you would just answer the question.
23 Is there anywhere on this letter that says that you are
24 disputing the payment of the \$400?

25 A. No. I'm disputing it here today.

1 MR. CRAPO: Your Honor, I don't have any
2 further questions at this time.

3 HEARING OFFICER: Thank you. I have just a
4 couple and I'll allow counsel, either of you, to ask any
5 follow-up if you have them. Before we go there, do you
6 have any redirect, Mr. Monahan?

7 MR. MONAHAN: Just two quick questions I think.

8 REDIRECT EXAMINATION

9 BY MR. MONAHAN:

10 Q. Turning to Exhibit A, did you receive those
11 cards on a quarterly basis?

12 A. Yes.

13 Q. Were they always mailed -- do you know if they
14 were mailed at the 1st of the month of the due date?

15 A. Well, looking at the postmark on both of these
16 statements, both cards show mid month.

17 Q. One shows for October for a timeframe of
18 October, November, December, correct?

19 A. Correct.

20 Q. And the other one shows a postmark of February
21 for January, February, March, correct?

22 A. Correct.

23 Q. What would you do when you received these blue
24 cards?

25 A. I would pay them right away.

1 Q. Okay. So you paid them when you got the blue
2 card?

3 A. Always, yes.

4 Q. Okay. Now you didn't have a tenant in there
5 after you had the one evicted in April, correct?

6 A. I ended up with a tenant, but I want to say a
7 few months later.

8 Q. Why didn't you get a tenant in there
9 immediately?

10 A. Because of the water issues.

11 Q. Okay. Thank you.

12 HEARING OFFICER: Any recross before I ask my
13 questions?

14 MR. CRAPO: No, Your Honor.

15 HEARING OFFICER: Ms. Olsen, you testified that
16 it was your understanding that you were expected to pay on
17 a three month quarterly period, correct?

18 THE WITNESS: That is correct, yes.

19 HEARING OFFICER: How did you come to that
20 understanding?

21 THE WITNESS: Their statements showing we pay
22 three months, every three months \$40 a month, \$120 every
23 quarter.

24 HEARING OFFICER: Did anyone call you to
25 discuss that arrangement?

1 THE WITNESS: No.

2 HEARING OFFICER: Do you recall signing any
3 document agreeing to do so?

4 THE WITNESS: I want to say I didn't -- I don't
5 think I did. It's been a long time ago. I'm not sure.
6 They changed it to quarterly years ago.

7 HEARING OFFICER: Do you know what day the
8 water was turned off?

9 THE WITNESS: I don't have an exact date, but
10 it was -- well, the final notice was on Exhibit D. I had
11 48 hours. Actually I want to say the day that they had
12 picked up my payment, it was immediately following that.

13 HEARING OFFICER: How did you learn that the
14 water had been turned off?

15 THE WITNESS: From --

16 HEARING OFFICER: Not the notice, but that they
17 had actually gone to the property and turned off the water.

18 THE WITNESS: The tenant.

19 HEARING OFFICER: Do you recall what day the
20 tenant contacted you?

21 THE WITNESS: I don't. I'm sorry.

22 HEARING OFFICER: If there are no other
23 questions from counsel.

24 MR. MONAHAN: No.

25 MR. CRAPO: No.

1 HEARING OFFICER: Mr. Monahan, do you have any
2 other witnesses?

3 MR. MONAHAN: No, Your Honor.

4 HEARING OFFICER: Mr. Crapo?

5 MR. CRAPO: Would you like to proceed or take a
6 break, Your Honor, for a moment?

7 HEARING OFFICER: I'm happy to take a break if
8 the parties would like one.

9 (Off the record.)

10 HEARING OFFICER: Let's go back on the record
11 please. Before Mr. Crapo calls his first witness I just
12 want to discuss so far I have Exhibits A through L before
13 me, all of which were offered by Mr. Monahan with the
14 exception of Exhibit L. No party has moved for the
15 admission of any of these exhibits.

16 MR. MONAHAN: Move to admit.

17 HEARING OFFICER: Do the parties agree that all
18 these exhibits that have thus far been offered to be
19 admitted?

20 MR. CRAPO: Yes, Your Honor.

21 HEARING OFFICER: They're admitted. Mr. Crapo,
22 please call your first witness.

23 MR. CRAPO: Yes, we would like to call
24 Ms. Kriss Kofford please.

25 HEARING OFFICER: Would you mind spelling your

1 name, ma'am, so I say it correctly?

2 THE WITNESS: First name is Kriss, K-R-I-S-S,
3 last name is Kofford, K-O-F-F-O-R-D.

4 HEARING OFFICER: Thank you. Do you swear to
5 tell the truth, Ms. Kofford?

6 THE WITNESS: Yes, I do.

7 DIRECT EXAMINATION

8 BY MR. CRAPO:

9 Q. Ms. Kofford, you've already stated your full
10 name for the record. Can you please tell the Commission
11 what is your title or job responsibilities with South
12 Duchesne Culinary Water?

13 A. I am assisting in the accounting department for
14 South Duchesne.

15 Q. What are some of your duties in relation to
16 being an assistant in the accounting department?

17 A. We help with QuickBooks and picking up the mail
18 and posting the accounts and the deposits.

19 Q. How long have you been associated with South
20 Duchesne Culinary Water?

21 A. I began working with this company in 2002.
22 I've worked on and off in different positions. Right now
23 I'm totally with the accounting with South Duchesne
24 Culinary Water.

25 Q. Are you familiar with the account of UMR 330,

1 the Olsen's account?

2 A. Yes, I am.

3 Q. Generally during the time period did they pay
4 on time, did they not, what is your recollection?

5 A. They have never paid on time.

6 Q. Why do you say that? What recollection do you
7 have?

8 A. When working in the different offices and parts
9 that I have worked in we had different numbers. Our
10 numbers all started with the 6,000 numbers. So when Tanya
11 would call different offices at all times, all the
12 accountants that's ever worked with South Duchesne we all
13 knew who she was.

14 Q. So when she paid late, how late would she
15 usually pay?

16 A. I've seen them three or four months at a time.

17 Q. Did she ever call and say I just need more
18 time, I'll send a check in a week or two or things like
19 that?

20 A. Yes. We have notes from over the years she has
21 done that.

22 Q. I would like to ask a question. I want to go
23 in relationship to Exhibit G. Exhibit G is the tracking
24 results from the United States Postal Service. Have you
25 ever seen that Exhibit G?

1 A. Yes, I have.

2 Q. You said that one of your responsibilities was
3 to go and get the mail?

4 A. Yes.

5 Q. What do you mean by go get the mail? Where is
6 that?

7 A. It's right in Duchesne. Our office is right in
8 the middle of Duchesne. In the mornings when we meet at
9 9:00 Tosha and I will go get the mail. I always have a
10 notebook and say, okay, what are we doing today. Well,
11 first thing we do is go in and check the messages on the
12 machine. Tosha checks the messages. We get the keys and
13 we go get the mail every morning. That way we can kind of
14 get a focus on what we're going to do that day, what we
15 have to look at closer.

16 Q. So during the time period the first couple of
17 weeks of May of this year 2017, would you have been one of
18 the people that went to go pick up the mail at the post
19 office?

20 A. Yes, I was.

21 Q. When you say pick up the mail, is there a post
22 office box or how do you get the mail there?

23 A. There is a post office box.

24 MR. CRAPO: Your Honor, I have the actual
25 envelope here that was received. I just want to pass that

1 over. I don't want to make it necessarily an exhibit.

2 Q. (By Mr. Crapo) Have you seen that United
3 States Postal Office envelope before?

4 A. Yes, I was there when it was picked up.

5 Q. On the front of that it has the same
6 information that is identified in Exhibit F, which is the
7 card for delivery?

8 A. Yes.

9 Q. Do you recall when that was received, when you
10 physically saw it the first time?

11 A. It was May 17.

12 Q. Do you know why it didn't arrive before May 17?

13 A. I have no idea. It looked like to me that it
14 had actually been sent back that way is what I thought.
15 But we did not receive it until May 17.

16 Q. Had you or any of the other people at the water
17 company been hoping or expecting that maybe a payment would
18 come through --

19 A. We would actually --

20 Q. -- from the Olsens?

21 A. Yes, we were. We would actually check the box
22 and go into the main office and ask them is there anything
23 in the back that we missed because we worry about a card
24 being missed.

25 Q. Did you ever receive a card in the box saying

1 you have this parcel from the Olsens?

2 A. We did not.

3 Q. Did you talk to any of the postal workers there
4 at the post office when that came in on the 17th?

5 A. Yes, we did.

6 Q. What did you say or what was the conversation?

7 A. This was actually in the box. They did not
8 hand this to us. Then we went in and said when was this
9 received. And she told us this --

10 MR. MONAHAN: Objection.

11 THE WITNESS: -- came in that morning.

12 HEARING OFFICER: To what, the testimony?

13 MR. MONAHAN: Yes.

14 HEARING OFFICER: I think she is allowed -- she
15 can finish answering the question. I think the question is
16 allowable. You may have to repeat it for me.

17 MR. CRAPO: The question was when they received
18 this parcel did they talk to the postal worker and what was
19 the conversation.

20 THE WITNESS: Yes, we did. We walked in and
21 asked her --

22 MR. MONAHAN: Objection.

23 HEARING OFFICER: On what basis?

24 MR. MONAHAN: I realize that there is some
25 permissible hearsay, but we don't have anything from the

1 postal worker or anything to support or corroborate this
2 hearsay. She is going to be telling us what the postal
3 workers were telling her.

4 HEARING OFFICER: Right. I understand that.
5 Generally under UAPA evidence is admissible even though
6 it's hearsay. So I'll allow it, but of course it goes to
7 the weight that we as the Commission gives the evidence.

8 Q. (By Mr. Crapo) You can proceed on what your
9 conversation was because you were a party of that
10 conversation. What happened?

11 A. We asked them when it was received. She said
12 it was received May 17. That was the morning that we was
13 there. On all of these -- you can go back through any of
14 them we got, even on our personal mail they always put a
15 handwritten on the corner of them when they're received.
16 This package has no handwriting on it. That's why when we
17 looked at it we walked in and said when did you get this,
18 has it been sitting in the back when we've been asking you.
19 And she said no, it was received this morning. We had been
20 watching for this.

21 Q. When you received mail for South Duchesne
22 Culinary Water and they have checks in them, when do you
23 deposit those checks?

24 A. We deposit them as quick as possible. We -- I
25 live 20 miles away from Duchesne. The closest Mountain

1 America account that we use is only six miles from my
2 house. So I am always responsible. I take the checks and
3 deposit them.

4 Q. Very good. So there is no reason -- have you
5 ever had a reason where you say we just don't want to
6 deposit a check, we just want to hold it out?

7 A. Absolutely not. We want the checks in. Why
8 would we want to hold on to the money?

9 Q. So Tosha Steed was with you that morning. Was
10 anyone else with you that morning?

11 A. It was Tosha and I.

12 Q. Thank you.

13 MR. CRAPO: I have no further questions, Your
14 Honor.

15 HEARING OFFICER: Thank you. Mr. Monahan?

16 CROSS EXAMINATION

17 BY MR. MONAHAN:

18 Q. Now you handle the accounting for South
19 Duchesne?

20 A. Yes, I do.

21 Q. First of all, turning to Exhibit G, that
22 indicates that it was signed by an L. Steed, correct?

23 A. I don't know where you're looking.

24 Q. If you will look under the date May 17.

25 A. Okay.

1 **Q. It says your item was delivered at 9:20 a.m.**

2 **May 17 in Duchesne, the item was signed by L. Steed.**

3 A. I have no idea. I've never noticed that.

4 **Q. You didn't sign for this item, did you?**

5 A. We did not sign for it. It was in the box. We
6 went and asked them when it had been delivered to their
7 post office, but we did not sign for it.

8 **Q. Well, this indicated that somebody from your**
9 **company signed for this item.**

10 MR. CRAPO: She's already answered that, Your
11 Honor. There is no reason to badger the witness.

12 HEARING OFFICER: Does the witness wish to
13 respond?

14 THE WITNESS: To my recollection I did not --
15 nobody signed for this. We talked to them.

16 HEARING OFFICER: May I ask a clarifying
17 question? You testified that you were the one that picked
18 up the document?

19 THE WITNESS: Yes, me and Tosha Steed.

20 HEARING OFFICER: Okay. Do you know an L.
21 Steed?

22 THE WITNESS: No, I do not.

23 HEARING OFFICER: I'm sorry, Mr. Monahan. Go
24 ahead.

25 **Q. (By Mr. Monahan) Do you know why the post**

1 office would identify L. Steed as signing for this
2 document?

3 A. I have no idea.

4 Q. And do you have any documents or any evidence
5 from the post office supporting what you're claiming that
6 they told you?

7 A. I do not.

8 Q. Did you ask them to write you a letter or
9 anything to explain that this was found in the back?

10 A. No, we did not.

11 Q. Okay. If you will turn to Exhibit E?

12 MR. CRAPO: Your Honor, I believe counsel is
13 restricted to only ask questions over the subject matters
14 that I asked the witness. Exhibit E is not something I
15 asked any questions about. I restricted it solely to
16 general billing on the account and also to the delivery of
17 the postal parcel.

18 HEARING OFFICER: I'll allow him to ask his
19 question before I rule on the objection.

20 Q. (By Mr. Monahan) This goes to the billing. Do
21 know who prepared that letter?

22 A. Which one are we talking about?

23 Q. Exhibit E.

24 A. Joan Steed, the owner of South Duchesne
25 Culinary Water.

1 Q. Who did?

2 A. Joan Steed.

3 Q. You handle the accounting, so you know who is
4 in arrears, correct?

5 A. Yes, I do.

6 Q. If you will turn to the second paragraph, can
7 you read the three sentences?

8 A. So the whole paragraph, is that what you would
9 like?

10 Q. It begins with your account.

11 A. Your account can no longer be in arrears. The
12 last payment received was March 1, 2017. You were seven
13 months behind when you sent the payment to South Duchesne
14 Culinary Water, which did not pay the balance owed. The
15 balance at this time is \$165 including late fees, total
16 delinquency \$165.

17 Q. Were the Olsens seven months behind when they
18 made the payment March 17?

19 A. I'm sure they were or the letter wouldn't have
20 been written. But without having the total QuickBooks
21 statement in front of me I could not testify to that.

22 Q. Turn to Exhibit A. The top statement is for
23 the months of October, November, December, correct?

24 A. Are we looking at 2016 because I was not with
25 the company then? I was on leave with taking care of my

1 father-in-law with hospice. So I would not be familiar
2 with this information here.

3 Q. Okay. Do you know if this is the standard
4 document that South Duchesne sends out?

5 A. Yes, it is.

6 Q. When were you no longer with the company at
7 this time? When did you -- you're currently with the
8 company, correct?

9 A. Yes, I am.

10 Q. When did you come back to the company?

11 A. It was in -- we had first started talking in
12 March and was reviewing certain things and probably more
13 full time right there at the end of April when we were
14 getting the books back from the accountant.

15 Q. Would you have reviewed the Olsens' account
16 before determining that they were seven months behind?

17 A. Yes, we would have looked at our QuickBooks.

18 Q. And so in March, if you go back seven months,
19 that means she hasn't paid since September?

20 A. But there could have been -- like I said,
21 without looking at it I can't tell you that. But there
22 could have been missed payments within the time that Pam
23 Gomez added it up. So that could be where the number came
24 from.

25 Q. When did you -- you indicated that you left the

1 company for a period of time.

2 A. In 2012.

3 Q. In 2012?

4 A. Yes.

5 Q. So you hadn't been with the company from 2012
6 until March of 2017?

7 A. Yes, but we've been in contact and have helped
8 each other through things.

9 Q. So were you working for the company or not?

10 A. When?

11 Q. What?

12 A. When?

13 Q. Between 2012 and March 2017.

14 A. No.

15 Q. Okay. So you don't know -- you have no
16 personal knowledge as to whether or not the Olsens were
17 behind?

18 MR. CRAPO: Your Honor, again I'm going to
19 reiterate the objection I said before. This is beyond the
20 scope of direct. I expressly did not go into this period,
21 only the things that she had knowledge of, and now he is
22 going into periods that she did not have knowledge. I
23 think it's beyond the scope of direct and it's
24 inappropriate cross.

25 HEARING OFFICER: Overruled.

1 Q. (By Mr. Monahan) You don't have any personal
2 knowledge as to whether or not the Olsens were behind
3 during that timeframe when you were not working for the
4 company?

5 A. I have reviewed the QuickBooks and done history
6 values, and from 2005 until the time of 2015, yes, I did
7 have knowledge. And I have been there now reviewing and
8 doing the back, looking at it.

9 Q. So you say since 2015, or 2017? What period of
10 time did you review the QuickBooks?

11 A. We've been reviewing QuickBooks since April
12 making sure all our stuff is right.

13 Q. Do you review the bills that South Duchesne
14 sent out?

15 A. Yes, we do.

16 Q. Okay. Is Exhibit A bills that South Duchesne
17 would have sent out to the Olsens?

18 A. Yeah, it would have been.

19 Q. And Exhibit A both of those documents show zero
20 balance forward, correct?

21 A. Yes, they do.

22 Q. Does that mean that the Olsens were current on
23 their bills?

24 A. I think this is going where I can't really
25 answer this because when you have an account like this,

1 yes, I am reviewing, and yes, I am part of it, but there
2 was so much stuff that happened that started in 2015 when
3 she was put on the quarterly that, no, I was not there and
4 I shouldn't be testifying where that is at.

5 Q. If somebody owed money on a bill would it be
6 reflected on these cards?

7 A. Yes, it would.

8 Q. Is there any amounts past due reflected on
9 these cards for the Olsens for this timeframe?

10 A. Not on these cards, no, sir.

11 Q. Thank you.

12 MR. MONAHAN: I dont have any other questions.

13 HEARING OFFICER: Thank you. Any redirect,
14 Mr. Crapo?

15 REDIRECT EXAMINATION

16 BY MR. CRAPO:

17 Q. If I can direct your attention to Exhibit C.
18 Is this a postcard billing from South Duchesne Culinary
19 Water?

20 A. Yes, it is.

21 Q. Does it show a past due amount on this billing?

22 A. It says balance forward \$120 and then the
23 payment on 3/1 of \$120 was posted to that account and then
24 the \$45 and the \$120 that was billed on 4/1. So the
25 balance is \$165.

1 Q. Thank you. So the balance owing and due that
2 needed to be paid was \$165?

3 A. Yes, it was.

4 Q. Now the \$120 that had been paid on March 1st,
5 do you know if that was timely made or the not?

6 A. It shows that it was posted on March 1st, and
7 it would have been due on January 1st. So it was paid in
8 March.

9 Q. Thank you.

10 MR. CRAPO: No further questions.

11 HEARING OFFICER: Any recross?

12 MR. MONAHAN: Recross.

13 HEARING OFFICER: Go ahead.

14 RECROSS EXAMINATION

15 BY MR. MONAHAN:

16 Q. If you will turn to Exhibit A.

17 A. Okay.

18 Q. That is the billing for January, February,
19 March, correct?

20 A. Yes, it would be.

21 Q. And it shows the amount due on February 14th,
22 correct?

23 A. That's what this card says, yes.

24 Q. And it was mailed out on February 16th, two
25 days after the amount was due?

1 A. That's what it shows, yes, sir.

2 Q. Is South Duchesne in the habit of mailing out
3 bills past the due date?

4 A. I am not. I work for the company now. I can't
5 speak on the past when these books were handled by a
6 different accountant, but I do send them out on a timely
7 manner.

8 Q. And the payment for that time period was made
9 -- it was mailed out February 16th, and according to
10 Exhibit C Ms. Olsen made the payment then on March 1st,
11 correct?

12 A. Yes, that's what it show. Yes, sir.

13 Q. Less than two weeks after the bill was mailed
14 out?

15 A. Yes.

16 Q. Okay.

17 MR. CRAPO: I have a follow-up, Your Honor.

18 HEARING OFFICER: Go ahead.

19 REDIRECT EXAMINATION (continued)

20 BY MR. CRAPO:

21 Q. On this exhibit, the postcard that counsel is
22 referring to is dated in February, correct?

23 A. Yes.

24 Q. Are you aware if a bill was sent out in January
25 for the same account for the \$120 for the first quarter?

1 A. I am not. I didn't send the billing at that
2 time.

3 Q. Is it possible that this card is a second
4 billing --

5 A. It is very possible.

6 Q. -- because January was not paid yet?

7 A. It is very possible, yes, sir.

8 Q. Thank you.

9 HEARING OFFICER: Mr. Crapo, is it your
10 intention to call Ms. Steed as well?

11 MR. CRAPO: Perhaps. I want to call
12 Mr. Schnars next. Do you have a question for Ms. Steed,
13 Your Honor?

14 HEARING OFFICER: Well, I wanted to ask a few
15 questions about Exhibit H which Ms. Kofford testified that
16 Ms. Steed prepared so I thought she might be a better
17 witness.

18 MR. CRAPO: We're happy to allow her to testify
19 and answer your questions, Your Honor.

20 HEARING OFFICER: To allow Ms. Kofford?

21 MR. CRAPO: Ms. Steed. Do you want Exhibit H
22 or do you --

23 THE WITNESS: H is the one you asked me about.

24 HEARING OFFICER: Mr. Monahan asked questions
25 with respect to Exhibit H, and specifically asked who

1 authored that document. That's my recollection.

2 THE WITNESS: That was not. No, they showed me
3 Exhibit E.

4 MR. CRAPO: She had Exhibit E in her hand. I
5 apologize, Your Honor.

6 THE WITNESS: Not H.

7 MR. MONAHAN: I asked about Exhibit E, Your
8 Honor.

9 HEARING OFFICER: I'm sorry. Do you know who
10 authored Exhibit H?

11 MR. CRAPO: If you know.

12 THE WITNESS: I do not know on this one.

13 HEARING OFFICER: Okay. I'm sorry for my
14 misunderstanding. I don't have any questions. Thank you.

15 MR. CRAPO: We would like to call Mr. Schnars.

16 HEARING OFFICER: Mr. Schnars, do you swear to
17 tell the truth?

18 THE WITNESS: Yes, sir.

19 HEARING OFFICER: Thank you.

20 DIRECT EXAMINATION

21 BY MR. CRAPO:

22 Q. Mr. Schnars, could you please state your full
23 name for the record?

24 A. Jeffery Lynn Schnars, Jr.

25 Q. Where are you currently employed?

1 A. South Duchesne Culinary Water.

2 Q. How long have you been employed there?

3 A. 13 years, since 2003.

4 Q. What is your job title?

5 A. Water operator.

6 Q. Do you hold a license from the State of Utah to
7 be a water operator?

8 A. Yes, I do.

9 Q. What is the water license that you hold?

10 A. The water license I hold is a distribution
11 level 1.

12 Q. With South Duchesne Culinary Water what are the
13 various duties that you perform at the company?

14 A. Running water tests, checking meters,
15 bacteriological tests, making sure the tanks are full,
16 shutting off water, turning on and turning off water.

17 Q. Do you ever help in the office with any of the
18 billing or any of the mail or any of the other items?

19 A. Yes, I do.

20 Q. Is that very often?

21 A. With the billing it's -- it's once a month with
22 the billing. I am in there at the end of the month to help
23 run or produce the bills. Checking the mail, it could be
24 every day, every other day. A South Duchesne employee does
25 not go to the mailbox by themselves.

1 MR. CRAPO: Your Honor, if I might approach. I
2 would like to identify Exhibit M.

3 HEARING OFFICER: Of course.

4 Q. (By Mr. Crapo) Mr. Schnars, have you seen
5 Exhibit M before?

6 A. Yes, sir, I have.

7 Q. Could you explain what Exhibit M is?

8 A. This is a monthly water -- three month
9 quarterly water bill to Nick and Tanya Olsen.

10 Q. How are you familiar with this?

11 A. It was printed in Duchesne and mailed out from
12 Duchesne the 1st of January.

13 Q. So are you aware if this was mailed to the
14 Olsens in January of 2017?

15 A. Yes, it was.

16 Q. On that invoice, what does it show the amount
17 due for the first quarter?

18 A. \$120.

19 Q. The postcards that were being referred to
20 before, the one that was in February, which is Exhibit C.

21 A. Yes.

22 Q. Is that Exhibit A, the bottom card?

23 A. Okay. Exhibit A.

24 Q. It has a February date; is that correct?

25 A. Yes, sir, it does.

1 Q. Is that the first notice that was sent out for
2 the quarterly billing, or is that a second notice?

3 A. No, sir, that is a second notice. And you will
4 notice that the address on it is from the Sandy address
5 from the accountants, and this one is from our office on
6 January 1st.

7 Q. So why did you send out a billing in January
8 and then the Sandy accountant sent one out in February?

9 A. We sent the bill out in January to make sure
10 Ms. Olsen got her bills on time.

11 Q. So Exhibit M then, when would have been the due
12 date for the first quarterly payment?

13 A. The first quarterly payment due date is on
14 1/21/17.

15 Q. Do you know if that payment was received in
16 January of 2017?

17 A. No, sir, I do not.

18 Q. Could you look at Exhibit C?

19 A. Exhibit C.

20 Q. It's a card for billing and it shows a payment
21 of \$120 for the first quarter on March 1, 2017?

22 A. Yes, it does.

23 Q. Is it your understanding that that's when the
24 payment was received for the first quarter?

25 A. Yes, sir, it is.

1 Q. Would that have been tardy to the January 21st
2 date?

3 A. Yes, sir, that would have been 70 days tardy.

4 Q. I want to ask a few questions. Did you ever
5 receive a call from Ms. Olsen saying that she wanted her
6 water turned off because there was a leak at the cabin?

7 A. We received a message at the office from
8 Ms. Olsen saying that somebody needed to get a hold of her
9 immediately, it was an emergency. When I came into the
10 office that evening -- she actually left a message for me
11 personally.

12 Q. On your cell phone?

13 A. On the office phone.

14 Q. And --

15 A. And when I got into office I turned around and
16 called Ms. Olsen and asked her what she needed. She told
17 me that there was a leak underneath her toilet which was
18 destroying her floor. It was a very, very bad leak
19 flooding her house. I let her know that there would be a
20 \$100 reconnection fee. And she told me that she needed to
21 speak with her husband Nick before making that decision and
22 would call me back. In concerns being a water operator and
23 making sure nothing is going to happen to our tanks or
24 Ms. Olsen's house, I went up and I checked the meter to see
25 if it was spinning. If the leak was as Ms. Olsen claimed

1 that meter would have been spinning. It counts per tenth
2 of gallons, the meters do.

3 Q. So when you checked the meter there was no
4 abnormality on any water flow?

5 A. There was no water flowing at all.

6 Q. Does that suggest to you that there is no water
7 leak then?

8 A. That suggests to me there is no water leak.
9 That suggests to me that there is no water usage going
10 through that meter at all.

11 Q. Did you do any investigation at the premises?
12 Did you go knock on the door or talk with the tenant?

13 A. There was a car there. I knocked on the door
14 and nobody answered the door.

15 MR. CRAPO: I would like to produce Exhibit N,
16 Your Honor.

17 Q. (By Mr. Crapo) There is a photograph in
18 Exhibit N. Did you take that photograph?

19 A. Yes, sir, I did.

20 Q. What is that a photograph of?

21 A. That is a photograph of UMR 330, Nick and Tanya
22 Olsen's residence.

23 Q. When did you take that photograph?

24 A. I took that on last Wednesday.

25 Q. So this is the premises that you went to and

1 checked the meter, knocked on the door?

2 A. Yes, sir.

3 Q. Ms. Olsen testified that she had a lot of water
4 damage and had people come in there and repair things and
5 fix different things. Are you aware of anyone coming up to
6 do repairs or to work on the property?

7 A. No, sir, I am not.

8 Q. Why are you -- do you believe that any repairs
9 were done on that property?

10 A. No, sir, I do not. I was actually working on
11 the house next to Ms. Olsen. I'm also a licensed
12 contractor. I was working on the house next to Ms. Olsen
13 replacing the siding, which is lot 329.

14 Q. So during that time from early April to May did
15 you witness any repairs, any people coming in, any
16 discussion at all of problems?

17 A. No, sir, not at all. Including when I spoke
18 with Ms. Olsen she never brought up anything about billing
19 or anything else.

20 Q. I think we've talked about she called and
21 wanted to have the water turned off and there was a
22 discussion of an eviction. Do you know if the tenant who
23 was in there late April, early May moved out?

24 A. He moved out in early May.

25 Q. When was the next time that you noticed that

1 there was a tenant or somebody actually at the property?

2 A. August 1st.

3 Q. Did you receive any communications in July
4 about a new tenant that would be coming to the property?

5 A. No, sir, I did not.

6 Q. Did you get any phone messages from South
7 Duchesne indicating that the Olsens were going to pay, that
8 things were resolved and they needed to get the cabin
9 ready?

10 A. I got a text message from my other water
11 operator stating that the people from lot 330 said they
12 have their money and they're requesting their water be
13 turned on. That was on the 17th of May.

14 Q. Was it May or July?

15 A. It was May when the first request came through.

16 Q. Do you know when the water was actually turned
17 off?

18 A. The water was turned off on May 13th.

19 Q. Then do you recall when the water was turned on
20 subsequently?

21 A. July 27 at about 12:30 a.m.

22 MR. CRAPO: Your Honor, I don't have any
23 further questions of Mr. Schnars at this time.

24 HEARING OFFICER: Thank you. Mr. Monahan?

25 MR. MONAHAN: I don't have any questions.

1 HEARING OFFICER: Mr. Schnars, I apologize if
2 I'm asking you to repeat yourself. Do you recall which
3 date the water service was disconnected?

4 THE WITNESS: On the 13th of May.

5 HEARING OFFICER: And you did that personally?

6 THE WITNESS: Yes.

7 HEARING OFFICER: Did you testify that you were
8 responsible for mailing what has been marked as Exhibit M,
9 the invoice?

10 THE WITNESS: Yes.

11 HEARING OFFICER: Were you also aware at that
12 time when you mailed this particular invoice that the
13 customers were being billed through the accountant's office
14 in Sandy?

15 THE WITNESS: Yes, but we could not get a hold
16 of our accountant so we sent out bills to everybody.

17 HEARING OFFICER: I don't have any other
18 questions.

19 MR. CRAPO: May I just do a follow-up, Your
20 Honor?

21 HEARING OFFICER: Sure.

22 Q. (By Mr. Crapo) When the water was turned back
23 on the 27th of July, did you turn that on personally?

24 A. No.

25 Q. Who was it?

1 A. Robert Raber, my other water operator. He is
2 also a distribution level 4 water operator for the State of
3 Utah.

4 Q. Judge Hammer asked you a question about other
5 billings. Who was the accountant that had been handling
6 some of the billings during this time period?

7 A. That would have been Gomez Corp.

8 Q. And that's who you couldn't get a hold of. So
9 the company took it back over and sent out --

10 A. Took it upon ourselves to send out the January
11 billing.

12 Q. Okay. Are you aware of when the quarterly
13 billings started for Ms. Olsen and her husband?

14 A. I believe in September of 2015.

15 Q. Do you know if they were notified or asked to
16 sign some sort of an agreement or not?

17 A. Yes, they were notified to sign an agreement.
18 They were sent the agreement and it was never sent back.
19 We are actually requiring that all of our water contracts
20 now be notarized. So they would have been sent the
21 contract to take to the bank, notarize it, and send it back
22 up to us.

23 Q. Are you aware if there are any other customers
24 that pay on a quarterly basis?

25 A. There is no other customers paying on a

1 quarterly basis.

2 Q. So they're the only ones?

3 A. The only ones.

4 Q. Why would they be singled out to do that?

5 A. The billing history of the Olsens is they would
6 -- January, February, March and then they would make a
7 payment. Ms. Olsen would call and she would complain about
8 the late fee she was being charged. Again, the next three
9 months and then she would make a payment, sometimes four
10 months. She had been in arrears of her contract 11 months
11 before we disconnected her water the first time.

12 Q. So she has been disconnected before?

13 A. Yes.

14 Q. Did the quarterly billing seem to help?

15 A. Actually it did. It seemed to help perfectly.

16 MR. CRAPO: No further questions, Your Honor.

17 HEARING OFFICER: I'll give you another
18 opportunity to ask any cross examination questions.

19 CROSS EXAMINATION

20 BY MR. MONAHAN:

21 Q. Okay. If you will turn to Exhibit K. Attached
22 to Exhibit K is an agreement to purchase culinary water
23 from South Duchesne. Do you see that?

24 A. Yes, I do.

25 Q. If you will turn to the last page. The Olsens

1 signed that agreement, correct?

2 A. Yes.

3 Q. It wasn't notarized, was it?

4 A. No, it wasn't.

5 Q. In fact, there is no space for a notary there?

6 A. The notary can actually put their stamp next to
7 where I would be signing the contact.

8 Q. There is no space on that document for a
9 notary, is there?

10 A. No, sir.

11 Q. Thank you. So at some point South Duchesne was
12 sending out these blue cards, correct?

13 A. Green cards, yes.

14 Q. Green cards. When did that start?

15 A. About 2015.

16 Q. Who created those cards?

17 A. In 2015, or at which date, sir?

18 Q. Well, in 2015.

19 A. South Duchesne created those cards.

20 Q. In 2016 who created those cards?

21 A. That would have been Gomez Corp.

22 Q. And so they were responsible for billing the
23 customers?

24 A. From 2016 until May of 2017.

25 Q. Okay. So they sent out the blue cards

1 notifying the customers of their bills, correct?

2 A. Yes.

3 MR. MONAHAN: I don't have any further
4 questions.

5 HEARING OFFICER: Okay. Thank you. To ensure
6 that I don't -- I have a question for you, Mr. Monahan. In
7 reviewing the complaint and the response to the motion to
8 dismiss, it was my understanding that the complainant is
9 concerned with billing issues and some administrative
10 penalties that may or may not be appropriate based on the
11 behavior of a utility. It's not my understanding that
12 you're seeking, or your client is seeking, relief for any
13 damages associated --

14 MR. MONAHAN: Not at this point.

15 HEARING OFFICER: -- in this proceeding. I
16 don't have any further questions. Thank you. Any other
17 witnesses?

18 MR. CRAPO: Yes, Ms. Joan Steed.

19 HEARING OFFICER: Ms. Steed, do you swear to
20 tell the truth?

21 THE WITNESS: Yes, I do.

22 DIRECT EXAMINATION

23 BY MR. CRAPO:

24 Q. Ms. Steed, could you please state your full
25 name for the record?

1 A. Joan Ann Steed.

2 Q. What is your position with the company?

3 A. I'm the president of South Duchesne Culinary
4 Water Incorporated.

5 Q. I just have a couple brief questions for you,
6 Ms. Steed. Why was the billing contracted out to the Gomez
7 Corporation during this time in 2016 and early 2017?

8 A. May 11, 2015 my daughter and I were in Salt
9 Lake City and we were in a horrific accident. A man ran a
10 red light. We had brain injuries and really didn't -- with
11 a great deal of therapy they kind of rebooted us, the
12 doctor out of Provo, to where we were able to think and
13 actually function better and we felt that we could take the
14 books back over. But until that time I did not want to
15 take a chance.

16 Q. So you retained Gomez Corporation to help do
17 the billing during that time period?

18 A. Correct.

19 Q. I would like to give you Exhibit O.

20 MR. CRAPO: I would like to profer some
21 information. It's a letter I prepared, Your Honor. It
22 talks about making a credit to the account to the
23 complainants in this, Mr. and Mrs. Olsen, of the \$100
24 reconnection fee and the \$60 penalty fee or late fee they
25 had been charged at that time.

1 Q. (By Mr. Crapo) Ms. Steed, are you aware that
2 the company has made this concession to credit those
3 amounts to Ms. Olsen's bill?

4 A. Yes, I am.

5 Q. And that's been done?

6 A. Yes, sir.

7 Q. Thank you. You've seen this letter before
8 then?

9 A. Yes, I have.

10 Q. Thank you. And you're aware that that's a
11 letter that was sent out to memorialize that credit that
12 was given to the Olsens?

13 A. Yes, sir.

14 Q. Thank you.

15 MR. CRAPO: I have no further questions, Your
16 Honor.

17 HEARING OFFICER: Any cross examination?

18 MR. MONAHAN: Just one clarifying.

19 CROSS EXAMINATION

20 BY MR. MONAHAN:

21 Q. What period were you incapacitated and unable
22 to do the billing?

23 A. I wouldn't say I was incapacitated. I probably
24 could have gone forward and continued, but I just wanted to
25 make sure we were at the very best we could be before we

1 took the books back. That was -- as I said, the accident
2 happened May 11, 2015. Then I got books back, I think it
3 was latter part of May 2017.

4 Q. During that timeframe Gomez Company did the
5 billing for you?

6 A. Yes, sir.

7 MR. MONAHAN: No further questions.

8 HEARING OFFICER: I don't have any. No other
9 witnesses?

10 MR. CRAPO: No, Your Honor.

11 HEARING OFFICER: Then we'll move to closing
12 argument. Mr. Monahan, you're free to go first.

13 MR. MONAHAN: Your Honor, I think it's clear --
14 before we do that, can I just talk to my client briefly?

15 HEARING OFFICER: Any objection to a short
16 recess?

17 MR. CRAPO: No, Your Honor.

18 MR. MONAHAN: I just want two minutes.

19 MR. CRAPO: I think a five minute recess is
20 fine if you would like.

21 HEARING OFFICER: We'll recess for five
22 minutes.

23 (Off the record.)

24 HEARING OFFICER: Let's go back on the record
25 please.

1 MR. MONAHAN: Your Honor, what I would like to
2 do is recall Ms. Olsen for one exhibit.

3 HEARING OFFICER: I think that's appropriate.
4 Any objection?

5 MR. CRAPO: No. That would be fine, Your
6 Honor.

7 HEARING OFFICER: Go ahead.

8 REDIRECT EXAMINATION (continued)
9 BY MR. MONAHAN:

10 Q. Ms. Olsen, I have given you what is marked as
11 Exhibit M. Do you see that document?

12 A. Yes.

13 Q. Did you receive that document?

14 A. No.

15 Q. Did you receive invoices like that previously?

16 A. Yes, previously to 2015.

17 Q. And how long did you receive -- well, you
18 received this in 2015, correct?

19 A. I don't know an exact month, but prior to 2015.
20 This is their old invoice. This is the blue card that they
21 have used the last two years.

22 Q. So you didn't receive invoices after sometime
23 in 2015, correct?

24 A. Correct.

25 Q. Okay.

1 MR. MONAHAN: No further questions.

2 HEARING OFFICER: Any cross?

3 MR. CRAPO: Just a couple, very simple.

4 RECROSS EXAMINATION (continued)

5 BY MR. CRAPO:

6 Q. On Exhibit M, Ms. Olsen, do you see the
7 telephone numbers up above there for general office and the
8 after hour emergency?

9 A. Yes.

10 Q. Are those the numbers that you would be
11 calling?

12 A. You know, I don't write down numbers I call. I
13 have no idea.

14 Q. Okay. Prior to 2015 you received standard
15 invoices like this each pay period then?

16 A. Yes. This is their old invoices.

17 MR. CRAPO: Thank you.

18 HEARING OFFICER: Any redirect?

19 MR. MONAHAN: No.

20 HEARING OFFICER: I don't have any questions
21 about the exhibit. So with that we will move to closing
22 arguments. Mr. Monahan, you can go first. It would help
23 me if in your closing statement you articulate what it is
24 that you would like the Public Service Commission to do if
25 we were to grant a relief you request.

1 MR. MONAHAN: Well, one of the things here,
2 Your Honor, we just want to bring to light the half-hazard
3 manner in which South Duchesne is handling their billing
4 matters. I think that the evidence clearly shows that.
5 The problem is they are seeking to tag customers with late
6 fees on bills that they're not sending out until after the
7 due date. They're anticipating that the customers will
8 just automatically send them a check without being billed,
9 and most people don't operate that way. Yes, sometimes
10 they have direct withdrawals, but most people they receive
11 a bill, then they mail it out. That's actually what is
12 required here.

13 South Duchesne has admitted to multiple
14 violations. They said they've gone ahead and they're
15 rectifying those issues. We applaud that. But the problem
16 is a lot of this could have been settled early on had they
17 attacked these issues early on.

18 If you look at my letter to them, I
19 specifically point out timelines and I put them on notice.
20 Look, you're sending the bill out on this date that is two
21 days after your due date. And they take the position of we
22 don't care. They send a letter to my client telling her
23 she is seven months in arrears, and yet their own records
24 show she was up to date.

25 This is not a way to run a water company. This

1 half-hazard manner with regard to billing is a bad
2 reflection. Water is important in this state. It is
3 important to people. And if they're going to act that
4 half-hazard, can the people here trust their source of
5 water.

6 In my motion to dismiss we did point out
7 multiple what we alleged were violations. First, we said
8 they can't use the six month billing cycle. Now grant it
9 they've come back with, well, we know that other people use
10 it. Well, other people may commit crimes. The fact you
11 get caught committing that crime doesn't make the criminal
12 act any less criminal. The rules are there. They can't be
13 using a six month billing cycle. They are.

14 They're sending out bills without identifying
15 what the late charges are. We pointed to Exhibit C, and
16 you look at it and it just has a charge for \$45. Why?
17 That bill doesn't explain it. Now they came back later and
18 said, well, it was a late charge. But where on the bill is
19 it? The funny thing about that bill is, once again, how
20 can they be imposing a late charge when they sent out a
21 bill February 16 with a due date of February 14? My client
22 sends them a check that they cash on March 1st. How can
23 they impose a late charge on that?

24 Their culinary water agreement imposes a \$60
25 late fee and an 18 per annum late fee. They've said they

1 have rectified that. And if so, fine. But it needs to be
2 -- if they have other customers with like contracts, they
3 need to rectify that.

4 They have repeatedly admitted -- we have given
5 you examples. You have these cards that show that they
6 mail out their billing statements less than 20 days from
7 the due day. They sometimes mail them out after the due
8 date. There is no way that is in compliance with the
9 regulation.

10 There is a dispute as to whether or not
11 personnel have been available for 24 hours. My client said
12 she's called them, she's called them. They're saying we
13 don't hear from her. That's a factual dispute. But, you
14 know, at some point they should be creating a call log. If
15 you get a service call, you should have a call log that
16 shows you received this call on this date, we answered it,
17 we responded to it. We've got nothing here.

18 That's the thing. They come here and they make
19 a lot of assertions through testimony and they provide no
20 documents to support it. The post office hid it in the
21 back from us. We didn't know it was there. Yet the post
22 office, the tracking chart shows it was there and that it
23 was picked up and signed for. Did some postman just come
24 up with the idea of saying L. Steed signed for this
25 document? They just picked a name? No. The post office

1 tracking records are what they are. They're government
2 records.

3 Rules and regulations say if they're going to
4 issue a notice of disconnection they need to give the
5 client or the customer a copy of the customer rights and
6 responsibilities. Lacking. It's clear that none of their
7 letters to my client with regard to the disconnect contains
8 that. Now their excuse is they can go online. But once
9 again, look at the disconnects. Anything telling them you
10 can go to this web page to look and see your rights and
11 responsibilities. But that's not what the rule requires.
12 The rule requires that they send it attached. They didn't.

13 Their notice of disconnection failed to comply
14 with 7(g), which is -- we can go through these
15 specifically. Most of them are contained in 746-200-4 with
16 regard to account billing. Periodic billing statements
17 have to contain a statement that a late charge expressed
18 and an annual percentage rate and a periodic rate may be
19 assessed against the account for late payment. Do you see
20 that anywhere on any of these cards? It's completely
21 lacking.

22 The statement is supposed to contain a
23 statement telling them where they can call. There is
24 nothing there. There is not even a phone number on these
25 cards.

1 Once again, most of this is ticky-tack. But
2 once again, if you look at my letter to them, in Exhibit I,
3 I laid out for them, look, you sent these cards, you're
4 saying she is late, but you're showing no balance due. And
5 I went back to October 2016 and they insisted that she had
6 seven months of arrears and no evidence to support that.
7 Their own cards show that didn't happen.

8 Now they want to give her the \$100 reconnection
9 fee. First of all, they shouldn't be applying it as a
10 credit to her account. They should be giving that money to
11 her. Then there is the matter of how much -- she paid \$400
12 to get reconnected. That \$400 -- we're not sure how they
13 came up with that number. Her periodic statements should
14 have been \$120, \$120. We know she was paid up -- she paid
15 the April 1st. I don't think she had received the bill for
16 July yet. So she is paid up for January, February, March.
17 Then she had paid up for April, May, June. And then they
18 tell her \$400. It should have been \$120.

19 They never should have disconnected her. They
20 never should have charged her the late fees. They charged
21 her \$45 late fees, \$100 reconnection fees. And then if you
22 take \$400 minus the \$120 that she owed for July, August,
23 September, you're at \$280. They're crediting her \$160.
24 Where is the \$280?

25 They're saying they're going to give her a

1 credit on her account. The problem with that is her tenant
2 is paying the water bill. So essentially they're taking
3 her money and giving it to a tenant. They should just
4 reimburse her the amounts that she paid.

5 But the other thing, Your Honor, what we said
6 in our motion to dismiss is this Commission has the
7 authority to tell them to fix these problems. Somebody
8 needs to do that because they're just going to keep sending
9 out bills half-hazard. Once again, they make up excuses.
10 The Gomez people. Oh, we had an auto accident.
11 Mr. Schnars came in and said they hadn't been sending out
12 those invoices since 2015, but magically they're saying
13 they sent one to her in January of 2017. It's not
14 believable. Especially considering they're half-hazard or
15 lack of actual candor with regard to their statements as to
16 their billing statements.

17 Once again, they're telling us she owes all
18 this money. Their bills shows that she doesn't. They need
19 to stop that. It's harassment. And they need to stop
20 disconnecting people unless they get their act together.
21 That's it.

22 HEARING OFFICER: Thank you. Mr. Crapo?

23 MR. CRAPO: Might I ask a question of counsel?
24 We want to know what the relief is that they're seeking.
25 One, do you want -- you signed a six month agreement. Do

1 you want it to stay six months or do you want it to start
2 being month by month starting January 1st? What do you
3 want?

4 HEARING OFFICER: There is no obligation to
5 answer these questions in this context. You're welcome to
6 speak after the hearing. If you would like to discuss this
7 on the record I'll allow you time.

8 MR. MONAHAN: If I can respond to that, Your
9 Honor.

10 HEARING OFFICER: Fine.

11 MR. MONAHAN: I hate to say anything, but it's
12 one thing to say do you want to do a six month or do you
13 want to do a quarterly agreement. It's another thing to
14 say we're not going to turn on your water until you sign
15 this agreement. One is a coercive agreement. Is it really
16 an agreement? The other one, if they want to come to an
17 understanding and do that, that's fine, but they have to
18 stop the coercive tactics.

19 HEARING OFFICER: The only observation that I
20 will make there has been an allegation that the quarterly
21 billing cycle is inconsistent with the administrative rule.
22 I certainly wouldn't want to condone an agreement to do
23 something in violation of the administrative rule here
24 today. You are all free to discuss the matter after the
25 hearing. The Commission's order in this matter will

1 certainly evaluate the evidence, evaluate the rules and let
2 you know what the Commission believes is appropriate and
3 consistent with the rules.

4 MR. CRAPO: Thank you, Your Honor. Let me
5 summarize the position of South Duchesne Culinary Water.
6 First of all, counsel for Ms. Olsen admits and says most of
7 this is ticky-tack, little things that would be corrected
8 and I gave you a letter on July 11th telling what they
9 were, go fix them. We appreciate that letter was sent. It
10 was not long thereafter we retained and went in and did an
11 audit and are helping the company make corrections to the
12 very issues they raise.

13 We approached and tried to resolve these with
14 Mr. Monahan, but no response, no desire to communicate, no
15 desire to resolve this matter. They wanted to come forward
16 we believe in retaliatory fashion to try to just make it a
17 bigger issue than it should have been.

18 We do admit there are mistakes and we need to
19 correct them, and we are in the process of correcting them.
20 We do not admit to all of the assumptions and all of the
21 mistakes that are being alleged by Ms. Olsen and her
22 counsel. Some of those I believe they probably made on
23 good faith just because they have chosen to assume
24 something that was not true. Some of the others are
25 mistakes and we admit to those.

1 I would like to go through those. The first is
2 the billing on a monthly cycle. As you're aware, the rule
3 says you can do a two month cycle. It does not say
4 quarterly. So you can do a monthly or you can do a two
5 month cycle.

6 All of our customers, as the testimony said,
7 are on a monthly cycle with the exception of Ms. Olsen.
8 Why is she on a quarterly cycle? The evidence was that it
9 was to help make the billing process work properly and be
10 satisfactory to her and to the company so that she wouldn't
11 pay late and they would be on time. That was instituted in
12 late 2015, and for most of 2015 and 2016 it seemed to work
13 reasonably well.

14 Do we have any justification as a utility --
15 and remember, we are a small rural water company. We are
16 not Dominion. We are not Rocky Mountain Power. We have
17 160 plus connections of cabins and then a larger number of
18 undeveloped lots. In our tariff, which has been filed
19 since 2003, and is on file, in paragraph 13 it says, before
20 service is renewed when there has been delinquency in a
21 bill or a problem with connection, which there had been in
22 the past, before the service is renewed the delinquent bill
23 or bills shall be paid in full or payment arrangements
24 satisfactory to the company shall be made and the
25 established tariff charge before the reconnection.

1 The company believed it had the right to enter
2 into a quarterly payment because that became satisfactory
3 to eliminate this problem and to make it work for both
4 parties, believed it had the right with that language to
5 take an exception to the general rule of a two month
6 billing, especially since there are many smaller companies
7 that are on biannual billing. If that is a mistake, we
8 will promptly change it. But under that authority of this
9 approved paragraph we felt we had the authority to do a
10 quarterly billing that would be beneficial for both
11 parties.

12 Number two, the late charges. Late changes
13 were not identified. We admit that. We were not able to
14 do that with the printing of the cards. We are working on
15 software that will change that and will also rectify the
16 charge to be consistent with a 1.5 percent penalty and an
17 18 percent per annum.

18 It will probably be expected because of the
19 expenses in this area at this time that the company will
20 need to come and request for a revised tariff, which will
21 probably place the penalty more at the 20 or 25 percent
22 penalty, which will be a flat \$5 or \$10 in the future. But
23 at present it is 1.5 percent. That was a mistake and this
24 is being rectified and has been rectified.

25 Number three, are people available 24 hours.

1 The testimony is that Mr. Schnars and his group are on call
2 for 24 hours. His phone numbers are available. They
3 received a call for the leak of the water allegedly in
4 April of 2017. Mr. Schnars personally went out and
5 examined the water meter and there was not any water
6 flowing through the meter.

7 He also personally visits the area on a daily
8 basis and works in the area. His testimony, which has been
9 undisputed, is that he was unaware of any error, any
10 problem, any damage at the facility. He knocked on the
11 door. He received no answer. There was nothing of a
12 follow-up on that.

13 His testimony is that he indicated to Ms. Olsen
14 that he would go and check it and if there was a cutoff
15 that there would be a \$100 reconnection. And his
16 testimony, she said don't do it then until I talk with my
17 husband. The water was not disconnected at that time.
18 There were no subsequent follow-up calls regarding that
19 issue. We believe the company properly complies with that
20 as Mr. Schnars and a staff of two or three more are
21 available on call 24/7.

22 Fourth issue, and probably this is where the
23 whole thing blew up. We have a billing that was sent out
24 in January. Mr. Schnars testified that it went out.
25 Ms. Olsen said she didn't get it. There is a dispute of

1 fact.

2 Why was this sent out in the old fashion of the
3 old time without a card? Mr. Schnars said that was a time
4 they were having difficulty getting responses from the
5 Gomez Corporation, they elected to send that out on January
6 1st and send it out. Ms. Olsen said she didn't get it.

7 This is probably the whole crux of this whole
8 dispute. Because in February a second postcard comes out
9 and says you owe this money. The company feels that she is
10 already late at that point and a payment was made on March
11 1st. They feel that payment was delinquent. From January
12 21st until March 1st she was more than a month late. That
13 was the issue. They said please pay the \$165. They gave
14 the notices. There were calls back and forth. There was a
15 dispute. And then the postmark. The item was mailed on
16 May 8th and was not received until May 17th.

17 Now counsel and Ms. Olsen want to assume bad
18 intent and evil designs. They feel by looking at the
19 postage tracking they can rely on that. Either it's a
20 government document and it's perfect, or it has a mistake,
21 or we rely on it. Well, either way it goes in favor of
22 South Duchesne. That document clearly states this item was
23 not delivered until May 17.

24 Now they want to say it was available for
25 pickup. Whether it was or not, you have a factual dispute.

1 But you have someone relying on a piece of paper that they
2 printed off on the internet as a tracking document, and you
3 have an eyewitness who went to box every single day to pick
4 up the mail. And she picked up the mail that day when it
5 came in, identified the document, talked to the postal
6 service and they said sometimes they just come in late and
7 that's happens.

8 They received it late, they properly deposit
9 it. There is no reason for this company to ignore a
10 payment. They deposit their payments as they are received.
11 They could have avoided this entire dispute. Had this
12 payment come in on the 9th and been received, I doubt we
13 would even be here and the other things could be resolved,
14 but that caused the problem.

15 Unfortunately, the company felt it was not
16 being treated properly and that again Ms. Olsen was trying
17 to avoid payment. At that point everything blew up and
18 there were phone calls, social media, calling the police,
19 et cetera. And until counsel started to get involved in
20 July and started to send let's try to work through these
21 items, some of which are ticky-tack, that is when things
22 started to get resolved.

23 Finally the payment was made. And candidly,
24 when I saw that letter, which was I believe dated on the
25 25th of July, it came in and said here is the payment and

1 there was no payment under protest, no dispute, we honestly
2 felt this is resolved. That's Exhibit K.

3 So on July 25th a letter is received with \$400
4 as a signed contract, as the payment of \$400 and no
5 indication that anything was in dispute, that things had
6 been resolved.

7 Counsel is questioning what in the heck is the
8 \$400. It's not that difficult. The payment is \$240 for
9 the July through December water, \$240, \$60 for the late
10 fee, \$100 for the reconnection equals \$400. That's the
11 amount.

12 When Mr. Monahan indicated in one of his
13 pleadings that they still disputed that, we promptly
14 reviewed the account and said we understand why they're
15 probably concerned about the reconnection fee and the late
16 fee, and the letter, which was dated September 15 under my
17 signature, which is Exhibit O, was sent to counsel
18 indicating that the company in an act of good faith and
19 compromise to try to resolve this and get things going
20 forward was refunding, or crediting I should say, the \$160
21 and the \$60 late fee. Thus the only amount she has really
22 paid is the \$240, which was the water fee for the six
23 months, which she has used during this time period.

24 If it is the decision of this body that we
25 should not use a quarterly or a six month statement for

1 this particular account, we will gladly go back to a month
2 to month account until we can ask for a revised tariff that
3 will expressly state something different. We think that
4 paragraph 13 gives us that right to do so for an agreement
5 satisfactory to the company for the provision of water.
6 That is where we stand on that issue.

7 Let me see if there are any other items of
8 violation of rules that have been raised. Yes, there are a
9 couple others that I need to address.

10 One is on the shutoff notice, whether we gave
11 proper 10 days notice. The testimony is pretty clear the
12 first notice was given on April 20, the water was not shut
13 off until May 13 according to Mr. Schnars, who personally
14 shut it off. Ms. Olsen thinks it was later, the 17th or
15 19th, but is uncertain. Either way, the shortest period is
16 23 days. She had more than a 10 day notice.

17 Were those notices perfect? No. And did we
18 fail to include a customer rights page that is on the first
19 page of the utility division's web page? Yes, that was not
20 included.

21 So our request, Your Honor, is we believe that
22 out of the allegations there are three of the allegations
23 in which we believe we made a mistake on the billing. One,
24 is not to identify the late charge. Two, is the late
25 charge needs to be a percentage. And three, the customer

1 rights needs to be attached to a disconnect notice. We
2 admit those mistakes were made. Corrective actions have
3 been made.

4 We understand that it is within the discretion
5 of this board to determine if a penalty should be imposed.
6 If you feel it is appropriate, we will accept that. We
7 would ask that penalty not be imposed. We have taken
8 corrective measures. As you're aware during this time
9 period Ms. Steed and her daughter were in a bad car
10 accident. They had to hire a separate company to come in
11 and do the billing. Some of that billing wasn't done
12 satisfactorily as you're seeing here on a couple of these
13 items. They have now taken that back over. They have now
14 been made aware of this by Ms. Olsen. They have had to
15 retain counsel, they had to go through internal audits,
16 they've come before this board, not a little expense to try
17 to resolve these issues.

18 And candidly, I don't believe the penalty will
19 be of any help to move this along. I think they have
20 received the message loud and clear. And candidly, the
21 errors primarily have only been on this account. We
22 apologize to Ms. Olsen for those errors. We've tried to
23 apologize since counsel was involved for multiple months,
24 but it has not been sufficient.

25 When the letter was sent that I sent on the

1 credit, I never received a response to that saying that was
2 not satisfactory, what she wanted cash. If she had asked
3 for that cash, I would have gladly told the company let's
4 send it over. But we thought the credit was sufficient,
5 thought we had been trying to resolve this, but apparently
6 we have not been able to communicate to their satisfaction.

7 We make a commitment to improve, but we
8 acknowledge only those three errors. The others we believe
9 are explained and that we acted appropriately here on out.

10 HEARING OFFICER: All right. Well, the
11 Commission -- is there anything else, Mr. Monahan?

12 MR. MONAHAN: Clearly the fact, if you look at
13 my July 11th letter, Your Honor, we attempted to resolve
14 this. We sent them the documentation, the same
15 documentation we gave to the court. We sent them the
16 copies of the bills. We sent them the USPS tracking that
17 showed it was there. They could have fixed it at that time
18 and said it was an error, we're going to fix this. They're
19 the ones that dug their heels in. They're the ones that
20 said you need to pay \$400 or we're not going to turn your
21 water on. That's where the problem arose, not because we
22 weren't trying to resolve this. She couldn't put a tenant
23 in there. She wanted to get it resolved. We couldn't get
24 it resolved even though they had the evidence that
25 supported what we were telling them. They just ignored it.

1 Thank you.

2 MR. CRAPO: Your Honor, may I respond to that
3 briefly?

4 HEARING OFFICER: Sure.

5 MR. CRAPO: We received the \$400, the water was
6 turned on immediately. You'll see in the pleadings the
7 call that was made to the division saying we received the
8 payment, the water has been turned on on the 27th. We
9 looked at everything. There was no payment under protest.
10 We filed a motion to dismiss, said she's received what she
11 has asked for. The only thing she asked for was to turn my
12 water back on. That's the only thing in her complaint.

13 So that motion to dismiss, we thought okay,
14 we're resolved. We received a response. And at that point
15 counsel for Ms. Olsen said we want a credit, we think that
16 money should be given back. We reviewed it and we
17 immediately provided that. And then we said what more do
18 you want. There is no additional relief that she can
19 receive. Well, she wants a pound of flesh and wants to
20 make this an issue. They do not want to resolve her
21 concerns. They want to resolve and make it an issue.

22 So I don't think it's a good faith argument to
23 say they would have resolved. Clearly, there is a desire
24 to make this a bigger issue. And as I admitted, we have
25 things we need to correct. We've offered our apologies and

1 the commitment to correct those items, those three items
2 that we've mentioned, Your Honor. Thank you.

3 HEARING OFFICER: All right. The Commission
4 thanks the parties for their presentation, commends counsel
5 on their very able representation of their clients today.
6 We will take the matter under advisement.

7 (The hearing concluded at 12:25 p.m.)

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C E R T I F I C A T E

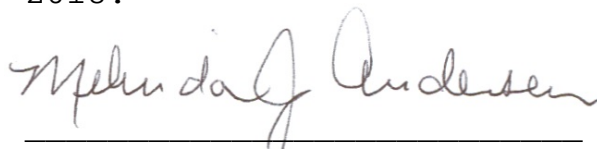
STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

I, Melinda J. Andersen, Certified Shorthand Reporter
and Notary Public in and for the County of Salt Lake and
State of Utah, do hereby certify:

That the foregoing proceedings were taken before me at
the time and place herein set forth, and were taken down by
me in shorthand and thereafter transcribed into typewritten
under my direction and supervision:

That the foregoing 106 pages contain a true and
correct transcription of my shorthand notes so taken.

WITNESS MY HAND and official seal at Salt Lake City,
Utah this 2nd day of January, 2018.



My Commission Expires:
February 10, 2018

Melinda J. Andersen, C.S.R.

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