

COOK & MONAHAN, LLC

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July 25, 2017

South Duchesne Culinary Water
P.O. Box 294
Duchesne, UT 84021

Re: Nick & Tanya Olsen
Duchesne property: Lot #330

To Toshi Steed and/or Jeff Schnars:

Please find enclosed a check in the amount of \$400.00 and signed contract that you are requiring in order to have service turned back on at my client's property located at 11131 CR29 Lot #330 in the Utah Mini Ranches. Please have their water turned back on no later than Thursday, July 27, 2017.

If you have any questions or concerns regarding this matter, please contact me and I will be happy to address them with you.

Sincerely,


RUSSELL T. MONAHAN

RTM/aw

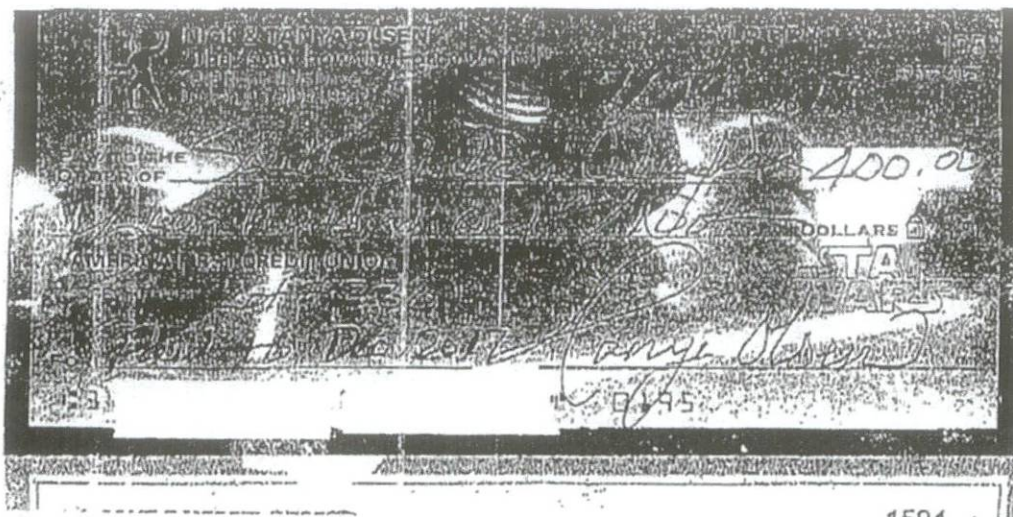
Enclosures

cc: Nick and Tanya Olsen

4-0101

EXHIBIT

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AGREEMENT TO PURCHASE CULINARY WATER

THIS AGREEMENT, made this, between South Duchesne Culinary Water Inc., a public utility corporation, hereinafter referred to as "Company" and hereafter referred to as "Consumer".

RECITALS:

THIS Agreement to provide culinary water service as specified by South Duchesne Culinary Water, Inc., and to clarify terms and conditions by which the Company will provide Water service to Consumer.

The parties hereto agree:

- (1) Company agrees to provide to Consumer and Consumer hereby agrees to be supplied with culinary water service to Phase 7 Lot 330 Utah Mini Ranches Subdivision, Duchesne, Utah, for the purpose of household use.
- (2) Culinary Water use will NOT be used for irrigation, landscaping, hauling water or resale.
- (3) Water service will be available to the Consumer on the day of Maintenance rate charge minimum per month for up to 8000 gallons of water per month. Customer agrees to make bi-annual payment of \$240.00. First pay per this contract will begin 7/1/2017. Second payment due 1/1/2018, and so on. Each additional 1000 gallons of water used over the initial 8,000 gallons of water will be at a rate of \$2.00 per thousand gallons or portion thereof.
- (4) Customer agrees to pay for water bi-annually in the amount billed by the Company, payable by the 21st of each month. Any amount not paid within 20 days will incur an additional fee in the sum of \$60.00. Any amount due more than 30 days shall bear interest of 18% per annum.
- (5) Company will terminate service when any billing is not paid within thirty (30) days. Service may be reinstated upon payment of all outstanding amounts and a \$150.00 fee for reactivation of water service is paid.

- (6) Payments shall be mailed to Company at: Make Checks to: SDCW
P.O. Box 294
Duchesne, UT 84021

Phone 435-738-6400, water emergency only 435-738-6200.

This agreement shall be subject to such changes or modifications as the Company may direct in the exercise of it's jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at: 59 W. Main St. Duchesne, UT 84021.

Accepted and approved by:

SOUTH DUCHESNE CULINARY WATER INC.

By _____
Jeff Schuurs
Certified Water Operator
#26134

Consumer Information: Nick and Tanya Olsen

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Accepted and approved by:

SOUTH DUCHESNE CULINARY WATER INC.

By _____
Joff Schnars
Certified Water Operator
#26134

Consumer Information: Nick and Tanya Olsen

Mailing Address: 2818 North Hills Dr.
Layton, UT 84040
Telephone: 801-856-8188

Nick Olsen 7-24-17
Consumer sign/date/soc.soc#

Tanya Olsen 7/24/17
Consumer sign/date/soc.soc#

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THE PUBLIC SERVICE COMMISSION OF UTAH

In the matter of the Formal Complaint of Tanya and Nick Olsen against South Duchesne Culinary Water, Inc.	RESPONSE TO MOTION TO DISMISS DOCKET NO. 17-2372-01
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The Petitioners, Nick and Tanya Olsen, by and through their attorney Russell T. Monahan, hereby provide the following response to the South Duchesne Culinary Water (SDCW), Inc.'s Motion to Dismiss for the convenience and guidance of the Commission.

STATEMENT OF FACTS

1. SDCW invoiced the Olsen's for \$120.00 for the period starting October 1, 2016. The due date listed is November 2, 2016. The invoice shows that there is no balance owing. The postmark on the invoice shows that it was sent by SDCW on October 15, 2016. Exhibit A.

2. On October 28, 2016, the Olsen's sent a check for the balance due. Exhibit B.

3. SDCW invoiced the Olsen's for \$120.00 for the period starting January 1, 2017. The due date listed is February 14, 2017. The invoice shows that there is no

balance owing. The postmark for the invoice shows that it was mailed February 16, 2017, two days after the due date on the invoice. Exhibit A.

4. The February invoice was paid on March 1, 2017. Exhibit C.

5. SDCW invoiced the Olsen's for \$165.00 for the period starting April 1, 2017. The due date listed is April 26, 2017. The invoice shows that the prior balance was paid and there is no balance owing at that time. SDCW invoiced the Olsen's for a \$45.00 late fee. The Invoice was postmarked on April 10, 2017. Exhibit C.

6. On April 20, 2017, six days prior to the due date listed on the invoice, SDCW posted notice on the Olsen's property indicating that SDCW were going to cut off their water service. Exhibit D.

7. On May 4, 2017, SDCW mailed the Olsen's notice of their intent to cut off their service on May 9, 2017, unless payment is made by May 9, 2017. Exhibit E.

8. The Olsens sent a check via Express Mail. Exhibit F.

9. SDCW received the check on May 9, 2017 at their PO Box at 7:17 am.

Exhibit G.

10. On May 13, 2017, SDCW disconnected the Olsens' water service. SDCW Statement of Fact Number 8.

11. On May 17, 2017, SDCW picked up the Olsens' check from the Post Office. Exhibit G.