

**In the Matter Of:**

Keel, Virginia vs Moon Lake Electric Association, Inc.

**HEARING, DOCKET NO. 19-030-02**

*July 15, 2019*

*Job Number: 558742*

1 BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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2  
3 Formal Complaint of Virginia Keel Docket No. 19-030-02  
4 against Moon Lake Electric Association,  
5 Inc.

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6 HEARING PROCEEDINGS

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7 TAKEN AT: Utah Public Service Commission  
8 4th Floor  
9 160 East 300 South  
10 Salt Lake City, Utah

11 DATE: Wednesday, July 15th, 2019

12 TIME: 10:00 a.m.

13 REPORTER: Mary R. Honigman, R.P.R.

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Job No. 558742

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APPEARANCES

ADMINISTRATIVE LAW JUDGE:  
Michael Hammer

Mr. Dustin McGee via Telephone

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WITNESS

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VIRGINIA KEEL

EXAMINATION BY:  
MR. HAMMER

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1 PROCEEDINGS

2 OFFICER HAMMER: Good morning. This  
3 is the time and place noticed for a hearing in the  
4 formal complaint of Virginia Keel against Moon Lake  
5 Electric Association, Inc. It's Commission Docket  
6 No. 19-030-02. My name is Mike Hammer and I'm the  
7 Commission's designated presiding officer for the  
8 hearing.

9 I understand all the parties are on  
10 the phone today. Let me ask you to go ahead and  
11 make your appearance, beginning with the  
12 complainant. Who do we have on the phone for  
13 Ms. Keel?

14 MS. KEEL: Virginia Keel.

15 OFFICER HAMMER: Ms. Keel, anyone  
16 else? Is there anyone else on the phone with you,  
17 Ms. Keel?

18 MS. KEEL: No.

19 OFFICER HAMMER: And is there anyone  
20 from Moon Lake Electric on the line?

21 MR. MCGEE: Yes. This is  
22 Dustin McGee with Moon Lake Electric.

23 OFFICER HAMMER: All right. Since  
24 it's Ms. Keel's complaint, we'll begin with her.  
25 Ms. Keel, would you like to testify under oath

1 today?

2 MS. KEEL: Sure.

3 VIRGINIA KEEL,

4 having been first duly sworn to tell the truth, was  
5 examined and testified as follows:

6 BY OFFICER HAMMER:

7 Q All right. Go ahead and please just give  
8 me a brief summary of the reason you filed your  
9 complaint, and what you'd like the Commission to do  
10 for you.

11 A I had a \$300 arrangement with Moon Lake to  
12 pay them, and my son got laid off work and was out  
13 of work, and he helped me with my lights and a  
14 couple of other bills. And so I had to help him get  
15 the money to go to Wyoming where his rig got  
16 transferred after about two months -- well, about a  
17 month and three weeks of being laid off, and so  
18 that's why I was short. So I called them up to talk  
19 to them, and they said that they would just -- I'd  
20 have to pay it or else they'd just send it to the  
21 Commission and it would be shut off.

22 Q All right. And have you sought any  
23 assistance from, for example, the heat program with  
24 the Department of Workforce Services. Have you  
25 sought out any publicly available resources to help

1     **you pay your bills to Moon Lake?**

2           A     Yeah, I don't qualify for the one through  
3     the State, through the Workforce Service, and the  
4     other, we've already used. You can't use it but  
5     twice every other year, every two years.

6                   OFFICER HAMMER: Thank you, Ms. Keel,  
7     we'll come back to you. Mr. McGee, can you give me  
8     a synopsis of the company's position?

9                   MR. MCGEE: Yes. So looking at the  
10    bill right now, we started a deferred payment  
11    agreement back in March, the end of March, when the  
12    bill was up around \$473, and then the deferred  
13    payment agreement would be to pay \$300 a month. And  
14    that was more just to catch up; that was not to get  
15    the bill paid off in any stretch. And so she did  
16    great on her May payments, she paid the \$300, and  
17    then -- and then, like she said, she contacted us  
18    letting us know that she wouldn't be able to pay the  
19    \$300 and if we could work with her, and so we  
20    reminded her of the \$300 that she agreed to. And  
21    from that point, she said that she would do what she  
22    could, told me, I have a hundred dollars to pay at  
23    the time, and we said, Yeah, pay that and we'll see  
24    what happens. That was the only payment that we  
25    got, and that was on June 19 was the hundred dollar

1 payment, and so we contacted her again and let her  
2 know that because she failed to make the \$300  
3 deferred payment agreement, that we were going to  
4 have to send a letter to the PUC, because she's on  
5 life support, to let them know that we needed to cut  
6 her off. And so we scheduled a shutoff for July 17,  
7 in just a couple of days, as she is now past due  
8 \$670.72. So our position is that we are following,  
9 you know, the codes of our 746 200-7, you know, with  
10 the life support equipment. Also with that same  
11 number, C, and then A, for terminate of delinquency,  
12 and then we also had to jump back to the codes that  
13 describes the deferred payment agreement, which we  
14 did do, and then she broke that by not being able to  
15 pay the \$300 that second month.

16 OFFICER HAMMER: All right. And the  
17 balance today is \$670.72?

18 MR. MCGEE: Correct.

19 OFFICER HAMMER: And the company does  
20 intend to proceed with shutoff on July 17th, you  
21 said?

22 MR. MCGEE: Correct.

23 OFFICER HAMMER: All right. If  
24 Ms. Keel were capable of making some payment to you  
25 before then, is there an amount that would be

1 satisfactory in order to provide -- or pardon me --  
2 to preclude termination on the 17th?

3 MR. MCGEE: At this point, the only  
4 amount that's been given to me from people higher up  
5 than me that would satisfy not being shut off on the  
6 17th, would be \$532.33 --

7 OFFICER HAMMER: Ms. Keel --

8 MR. MCGEE: -- which is also less  
9 than the dollar amount on the notice of  
10 disconnection that we sent out a month ago.

11 OFFICER HAMMER: Ms. Keel, do you  
12 disagree with anything Mr. McGee said?

13 MS. KEEL: To an extent, but no.  
14 When I was -- when I had the payment agreement and I  
15 told them that I wasn't able to pay it, they didn't  
16 give me an option to pay what I could and then call  
17 back. I was told to -- that they would just send it  
18 to the collect -- the -- the PUC, or whatever it's  
19 called, the public business and get if shut off.  
20 Like, I wasn't told that I could pay what I could.  
21 But my bill that month was a hundred dollars, I was  
22 able to come up with a hundred of it.

23 OFFICER HAMMER: All right. Is there  
24 any way you could come up with --

25 MS. KEEL: If my son gets paid



1 today -- he gets a partial check today and I can pay  
2 the \$200, but I can't pay \$500, or something, or  
3 \$600, whatever we're talking about.

4 OFFICER HAMMER: All right. And  
5 Mr. McGee, the \$200 is not satisfactory from the  
6 company's position to avoid termination at this  
7 time?

8 MR. MCGEE: Correct. It would not be  
9 satisfactory because that last payment she made of a  
10 hundred dollars was in June, but June was already  
11 short \$200. Now we're into July and a whole other  
12 billing cycle has passed, so no, at this point, I'd  
13 need to either collect the amount that was on the  
14 letter of \$632, or the amount that I stated to you,  
15 which was that \$532.

16 OFFICER HAMMER: All right. And when  
17 the deferred payment agreement was initiated, you  
18 said that was at the end of March?

19 MR. MCGEE: Yes.

20 OFFICER HAMMER: And what was the  
21 amount --

22 MR. MCGEE: -- roughly at the end of  
23 March, or near the last time she made a payment. So  
24 previous to that, she made a payment in April, and  
25 then when the next payment cycle came around, the

1 lady at the time, her name was Becky that called  
2 her, and Ms. Keel explained to Becky what was going  
3 on, and that's when they came up with the deferred  
4 payment. So it was between that March, April, and  
5 May bill that that actual deferred payment came into  
6 play. A specific date, I don't have for you at this  
7 time when that came up, but the first payment  
8 installment for that deferred payment came in on  
9 May 6th.

10 OFFICER HAMMER: All right. I think  
11 I understand the facts. Is there anything either of  
12 you would like to add before we adjourn?

13 MR. MCGEE: No.

14 OFFICER HAMMER: Ms. Keel?

15 MS. KEEL: I know we've waited this  
16 long, but like I said, if I could pay \$200 and then  
17 the rest on the 3rd, I can pay the 5-something, but  
18 I'm trying my best.

19 OFFICER HAMMER: You said you could  
20 pay \$500 on the 3rd?

21 MS. KEEL: Yes. The \$200 today and  
22 then the other \$333 on the 3rd.

23 MR. MCGEE: And I appreciate that  
24 offer, it's just at this time, I'm not authorized to  
25 make any other offer except that \$532.

1                   OFFICER HAMMER: All right. And help  
2 me understand the situation in your home, Ms. Keel,  
3 with -- is it cystic fibrosis that -- is it your son  
4 that is contending with?

5                   MS. KEEL: Cystic fibrosis, yes. We  
6 got custody of my grandson when he was four months  
7 old. He's almost -- he'll be six in October -- and  
8 he had -- it's a sickness in the lungs -- well,  
9 mucus, but mainly in the lungs -- and so he has to  
10 have breathing treatments twice a day, and he's got  
11 a feeding tube that has to run all night long for  
12 extra nutrition because he needs a high-calorie  
13 count, and --

14                  OFFICER HAMMER: Is there anywhere  
15 else that you could take him to have this done?  
16 What would be the ramification if your electricity  
17 were terminated?

18                  MS. KEEL: I'm sorry. What?

19                  OFFICER HAMMER: So if your  
20 electricity were terminated on July 17th, what would  
21 you do?

22                  MS. KEEL: I don't know, I don't  
23 know.

24                  OFFICER HAMMER: Do you have  
25 friends --

1 MS. KEEL: Because he's got to have  
2 his treatments and then the medicine that he has  
3 with the treatments has to be cold, and I don't  
4 know. I don't know what we'll do.

5 OFFICER HAMMER: Do you have friends  
6 or family in the area that you could stay with until  
7 this was resolved, or that you could go over to --

8 MS. KEEL: No. My brother lives in  
9 Colorado and my other brother passed away.

10 OFFICER HAMMER: All right.

11 MR. MCGEE: Sorry about that. My  
12 phone just disconnected for some reason so I had to  
13 reconnect it.

14 OFFICER HAMMER: No problem. All  
15 right. Well, I think I know everything I need to  
16 know. Unless there's something that anyone has to  
17 add, we'll adjourn. Ms. Keel, anything else?

18 MS. KEEL: No.

19 OFFICER HAMMER: Mr. McGee?

20 MR. MCGEE: Yes, I just only have a  
21 question. When will we find the outcome, and are  
22 we -- are we supposed to hold back until we hear  
23 from you before going forward with the shutoff,  
24 or --

25 OFFICER HAMMER: We'll issue --

1 MR. MCGEE: -- what's the next step?

2 OFFICER HAMMER: We'll issue  
3 something before the end of the day tomorrow, I  
4 expect.

5 MR. MCGEE: Okay.

6 OFFICER HAMMER: Okay.

7 MR. MCGEE: Okay. Thank you so much.

8 OFFICER HAMMER: Thank you. We're  
9 adjourned.

10 MS. KEEL: So do you call with that,  
11 or --

12 OFFICER HAMMER: No. It will be  
13 issued in written form. It will be emailed and  
14 mailed to you.

15 MS. KEEL: I don't have email.

16 OFFICER HAMMER: Oh, I see you don't  
17 have that. If you want to call the Commission  
18 tomorrow, at the front desk, we can -- we can tell  
19 you what's been issued. We'll mail it to you, of  
20 course, as well. Thank you.

21 MS. KEEL: Okay. Thanks.

22 (The hearing concluded at 10:15 a.m.)

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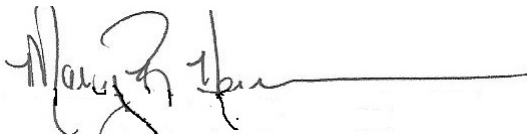
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STATE OF UTAH )  
COUNTY OF SUMMIT )

I, Mary R. Honigman, a Registered Professional Reporter, hereby certify:

THAT the foregoing proceedings were taken before me at the time and place set forth in the caption hereof; that the witness was placed under oath to tell the truth, the whole truth, and nothing but the truth; that the proceedings were taken down by me in shorthand and thereafter my notes were transcribed through computer-aided transcription; and the foregoing transcript constitutes a full, true, and accurate record of such testimony adduced and oral proceedings had, and of the whole thereof.

I have subscribed my name on this 22nd day of July, 2019.



Mary R. Honigman  
Registered Professional Reporter #972887

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